

D. If the rental agreement does not state the period for such notice, the correct time for notice is decided in relation to §5321.17, Revised Code.

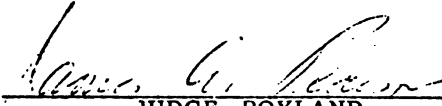
E. In this case the defendant was entitled to thirty day's notice.

F. Since the first notice of changed dealings given to defendant by the new landlord was on December 13, 1978, the defendant had until January 13, 1979, to pay the January rent.

G. The eviction notice of January 5, 1979, was served without cause and was not valid.

H. Plaintiff's Complaint must be dismissed.

March 12, 1979



JUDGE BOYLAND

Appearance: *DM*

TARBOX, WETTERAUER & HARDGROVE, and
Damon E. Wetterauer, Jr.
Attorney at Law
Post Office Box 1030
Columbus, Ohio 43215
Attorney for Plaintiff

Kenneth C. Harman, Esq.
Laborers' Local 423, Legal Section
620 Alum Creek Drive
Columbus, Ohio 43205
Attorney for Defendants

