

IN THE FRANKLIN COUNTY MUNICIPAL COURT, COLUMBUS, OHIO

SMALL CLAIMS DIVISION

PROPERTIES LTD., :  
AN OHIO GENERAL PARTNERSHIP :  
Plaintiff, :  
vs. :  
ANDREA PAQUETTE :  
and all occupants :  
Defendants. :

Case No. M 8908CVG-29204

FILED  
09 SEP -9 PM 4:00  
CLERK

REFEREE'S REPORT

This matter came on for hearing before Referee Julius J. Nemeth. Plaintiff was represented by Attorney Russell P. Herrold and defendant was represented by Attorney Pamela J. Eliopulos of the Legal Aid Society of Columbus.

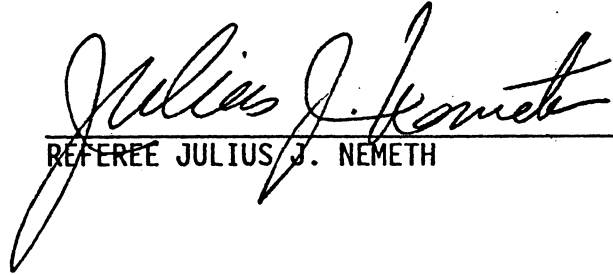
At the beginning of the hearing, defendant by counsel moved to dismiss on the basis that the 30 day notice given in this case, which involves a mobile home, does not comply with Ohio Revised Code Section 3733.13 (D). The referee makes the following Findings of Fact, Conclusions of Law, and Recommendation:

**FINDING OF FACT**

The 30 day notice at issue (attached to the complaint as Exhibit I) states in pertinent part as follows: "you may have a defense available if it is later determined by a Court of record that the two material violations were unreasonable, that the rules of the park are not being enforced against other manufactured home park residents, or that the two violations were not willful and were not committed in bad faith". Ohio Revised Code Section 3733.13 requires that a notification shall contain all of the following: "(D) A statement that a defense available to termination of the rental agreement or two material violations of park or public health council rules, or of health and safety codes, is that the park rule is unreasonable, or that the park or public health council rule, or health or safety code, is not being enforced against other manufactured home park residents, or that the two violations were not willful and not committed in bad faith." The difference between the notice at issue and the statute is that the notice contains the words "the two material violations were unreasonable", while the statute contains the words "that the park rule is unreasonable". In addition, the notice does not contain any reference to a provision of a statute, code, or rule alleged to have been violated.

**CONCLUSIONS OF LAW**

Since the requirements of Ohio Devised Code Section 3733.13 were not strictly complied with, the motion to dismiss must be sustained.



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REFEREE JULIUS J. NEMETH

JJN/mmc  
September 8, 1989

Copies to:

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P.O. Box 151003  
Columbus, Ohio 43215-8003  
ATTORNEY FOR PLAINTIFF

Andrea Paquette  
1408 Byrd Drive  
Columbus, Ohio 43219  
ATTORNEY FOR DEFENDANT

10 1989 Petition in F E & D & Complaint Civil  
Action filed, and summons issued  
AND # 1 TO BAILIFF

ABOVE ORDER DATED 9-22-89  
WAS FILED OR JOURNALIZATION ON 9-25-89  
WITH THE CLERK OF THIS COURT.  
NOTICE FOR ABOVE ORDER ISSUED ON SEP 25 1989

0 1989 Waiver of notification of failure of service  
and Request for Summary Judgment

WILLIAM J. DAWSON, CLERK

14 1989 SUMMONS TO DEFENDANT  
BY CERTIFIED MAIL WITH COPY  
OF COMPLAINT

BY MH 2  
DEPUTY CLERK

DEPUTY CLERK

*DR*  
9-28-89 M+E to proceed in forma pauperis  
shocked

5-89 1st amended 2 count  
complaint in eviction

31-89 *R. K. Hall*

THE LEGAL AID SOCIETY OF COLUMBUS  
AND *Patricia G. Eleopoulos*  
APPEARED ON BEHALF OF DEFENDANT(S).

R/A to 9/7/89 at request  
D's counsel.  
Notify.

7-89  
*Almond*  
Motion to Dismiss  
and and submitted.

8 1989 REFEREE'S REPORT AND  
FINDINGS OF FACT FILED

E. NEMETH  
*9 knowl court claim w/ puz demand* (No. 125)  
JUDGMENT ENTRY

Referee's report adopted in accordance with  
Civil Rule 53. Case dismissed. Costs to  
defendant, plaintiff.

9-22-89

*[Signature]*