

IN THE FRANKLIN COUNTY MUNICIPAL COURT, COLUMBUS, OHIO

FILED

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FRANKLIN COUNTY
MUNICIPAL COURT
WM J. LAWSON, CLERK

[REDACTED] SUMNER :
Plaintiff, :
vs. :
[REDACTED] MCKINLEY, et al :
Defendant. :

Case No. M 9306CVG-17388

REFEREE'S REPORT

This matter was heard by Referee Julius J. Nemeth. Plaintiff represented himself and defendant, who was present, was represented by Attorney Molly Hennessey of the Legal Aid Society of Columbus. A stenographic record was made. Based on the sworn testimony and other evidence presented, and weighing the credibility of the witnesses, the referee makes the following Findings of Fact, Conclusions of Law, and Recommendation:

FINDINGS OF FACT

1. The subject apartment is a Section 8 unit in a moderate rehab project. A copy of the subject lease is attached to the complaint. It shows that the initial term thereof was November 1, 1991 through October 31, 1992.
2. Paragraph 6 of the above-referenced lease provides that the landlord may terminate it for either serious or repeated violations of the terms and conditions of the lease, violations of federal, state, or local laws which

impose obligations on the tenant in connection with occupancy or use, or other good cause. In this instance, the landlord seeks to evict the tenant for "installing different locks without permission of landlord. Failure to change them back to landlords (sic) mastered lock".

3. The facts which gave rise to the situation which is the subject of this lawsuit ^{are} ~~is~~ that defendant lost her purse on Memorial Day 1992. The purse was found by a man who subsequently contacted defendant and made suggestive remarks to her, causing her to feel threatened. Defendant's father then changed the deadbolt lock that same evening. Sometime after that defendant mentioned the change to plaintiff, who had no immediate response.

4. Later, plaintiff asked defendant to either change the lock back or let him do it for \$20.00. Instead, defendant offered plaintiff a key to the new lock, but refused to pay the \$20.00 demanded by plaintiff to change the lock back to the original.

5. Plaintiff wants to change back to the original lock in order not to set a precedent of allowing each tenant to use their own locks, which would force plaintiff, as the landlord, to keep track of too many different keys.

CONCLUSIONS OF LAW

A. Plaintiff's insistence on having the original lock reinstalled or reinstalling it himself has a legitimate basis in that a changed lock would restrict his lawful access to the premises in emergencies or for maintenance purposes.

B. Defendant can not legally prevent plaintiff from reinstalling the original lock, except that it must be rekeyed so the lost key becomes useless.

C. However, weighing the equities in the situation, particularly that defendant had the lock changed in response to a real threat, it would be inequitable to evict defendant, who has an ADC income of \$279.00, for failure to pay a \$20.00 charge demanded by plaintiff. Another factor which weighs against eviction is that plaintiff could bring a small claims action against the defendant to test his right to collect the \$20.00 charge which he wants to collect to compensate for his time. He does not have to evict her to accomplish that purpose.



RECOMMENDATION



The referee recommends that the complaint be dismissed at plaintiff's cost.


REFeree JULIUS J. NEMETH

JJN/mmc
July 26, 1993

Copies to:

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Westerville, Ohio 43081
PLAINTIFF

 McKinley

Columbus, Ohio 43205
DEFENDANT