

terminated; ° state the grounds for termination with enough detail for the TENANT to prepare a defense; *** " (paragraph 23[c]). The referee concludes, based upon a review of the notice served upon the defendant in this case, that the notice fails to state the reasons for termination with sufficient specificity for the defendant to prepare a defense. The language included in the notice of termination is merely restatement of the lease language that defines material noncompliance as including "serious or repeated interference with the rights and quiet enjoyment of other tenants." Merely restating the general language does not provide the defendant with sufficient information concerning the specific conduct she must defend at the hearing. Without such specificity, the tenant is at a loss, in terms of preparation, for hearing and the determination of witnesses which she might find it necessary to establish a defense.

REFEREE'S RECOMMENDATION

Defendant's Motion to Dismiss be granted. Plaintiff's First Cause of Action to be dismissed. Costs to plaintiff.

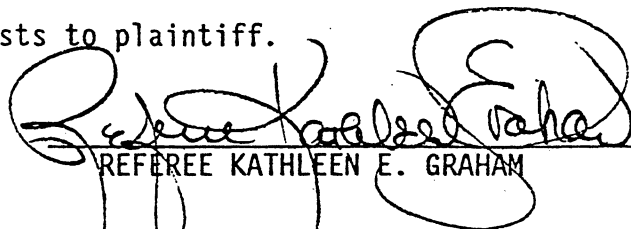
August 4, 1989

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