

JUDGMENT ENTRY RECEIVED
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MAY 24 2002

EARLE B. TURNER, Clerk

CLEVELAND MUNICIPAL COURT
HOSUSING DIVISION
CUYAHOGA COUNTY, OHIO

NEW LONGWOOD ASSOCIATES

DATE: MAY 20, 2002

Plaintiff(s)

-v-

CASE NO.: 02-CVG-8420

LISA ROBERTSON

Defendant(s)

MAGISTRATE'S REPORT
AND RECOMMENDATION

This case came for hearing on plaintiff's first cause of action before Magistrate Martha R. McCorkle, to whom it was referred pursuant to Civ. R. 53, to take evidence on all issues of fact and law. Plaintiff was in Court and represented by counsel. Defendant was in Court pro se.

FINDINGS OF FACT

1. Plaintiff is the owner of the property located at 2561 East 37th Street, Unit 5, Cleveland, Ohio, 44115.
2. Defendant is the tenant of the residential premises pursuant to a written rental agreement.
3. Defendant's tenancy is federally subsidized under a project-based Section 8 Program.
4. The grounds for this eviction are breach of the lease, paragraphs 10(b)(1), 10(b)(6), 13(e) and 24, involving defendant's alleged failure to maintain her unit in a clean and habitable condition, creating physical hazards due to the conditions of her unit.
5. Plaintiff first inspected the property on February 7, 2002, at which time plaintiff noted shelves in the kitchen covered in food waste, failure to clean behind the refrigerator, failure to clean under the stove lid and inside the stove, broken door locks, missing electrical fixture plates and light fixtures, damage to the carpet, failure to clean grease from the side of the stove and the vents, and failure to properly clean the bathroom fixtures.

6. Plaintiff served, and defendant acknowledges receipt of, a thirty-day (30) notice on or about February 15, 2002 by hand-delivery and certified mail.
7. The notice served on defendant stated that defendant's "unit's housekeeping was not up to HUD Standards" but provided no other specifics.
8. Defendant did not attend any housekeeping classes offered by plaintiff's management staff.
9. Defendant took few, if any steps to clean the unit following the first inspection.
10. Plaintiff re-inspected the property on or about March 22, 2002, and found conditions relatively unchanged; the area under the stove burners still needed to be cleaned, the shelves in the kitchen were still covered in food waste, defendant had not cleaned behind the refrigerator or inside the stove, the locks remained broken, there were still missing electrical fixture plates and light fixtures, damage to the carpet, grease on the side of the stove and the vents, and defendant had failed to properly clean the bathroom fixtures.
11. Plaintiff served, and defendant acknowledges receipt of, a three-day (3) notice on or about March 21, 2002, under the door.

CONCLUSIONS OF LAW

As has been noted in earlier decisions by this Court, the regulations for assisted housing programs require the notice of termination to state the reason for the proposed termination of tenancy. 24 C.F.R. 8 247.4(a)(2) and 966.4(1), (3)(ii) (hereinafter "CFR"). See also Associated Estates v. Bartell, 24 Ohio App. 3d 6 (Cuyahoga Cty. 1985).

The regulations require the notices to provide specific bases for the termination. Id. To meet the specificity requirement in the regulations, the notice of termination must be specific in its statement of the reasons for the proposed termination "to insure that the tenant is adequately informed of the nature of the evidence against him so that he can effectively rebut that evidence." Associated Estates v. Bartell, 24 Ohio App. 3d at 10 (Cuyahoga Cty. 1985). A notice of termination has been found to fail to meet the requisite specificity requirements if it includes language as vague as "bad housekeeping," and failure to keep the rental unit "safe, clean and decent." Winchester Gardens v. Swickheimer, No. M9410-CVG-031135 (Muni Ct. Franklin Cty. Nov. 14 1994).

In this instance, plaintiff's notice of termination states that defendant's "unit's housekeeping was not up to HUD Standards." The Court finds that this notice does not meet the specificity requirements of the CFR or Ohio law, as the notice was not specific enough to inform defendant of the nature of the problems at her unit. The language that defendant's "housekeeping was not up to HUD Standards" does not list for defendant any of the problem areas or provide her with an idea of how to cure.

At trial, plaintiff's witness testified that a more complete notice describing the findings of the inspection had been given to defendant prior to the thirty-day notice. However, no copy of this document was available in Court, nor could plaintiff's witness testify as to how this notice was served, or what language the notice contained. Without any indication that defendant was served with a proper notice of termination that referred specifically to the problems forming the basis for termination, plaintiff cannot be found to have complied with the requirements of the CFR or Ohio law.

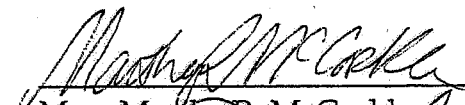
Based upon the evidence presented, judgment in this case is for the defendant.

Despite this Court's decision in this case, the Court believes that defendant would benefit greatly from instruction on proper housekeeping methods and practices.


THEREFORE, IT IS ORDERED, that defendant take the housekeeping classes offered by plaintiff at the Longwood Estates. Defendant must take the class prior to July 1, 2002, and must be prepared to provide the Court with written documentation of her successful completion of this housekeeping course.

DEFENDANT'S FAILURE TO COMPLY WITH THIS COURT'S ORDER MAY BE GROUNDS FOR PLAINTIFF TO FILE A MOTION TO SHOW CAUSE AND FOR RELIEF FROM JUDGMENT IN THIS CASE.

Recommended:


Mag. Martha R. McCorkle

Approved:


JUDGE RAYMOND L. PIANKA

A copy of this entry was sent by regular U.S. mail to counsel/parties on

5 / 22 / 02.