

IN THE WASHINGTON COURT HOUSE MUNICIPAL COURT
WASHINGTON COURT HOUSE, OHIO

JAMES ROSIER AND

STACY BELLINGER

Case Number CVE 0500771

Plaintiffs,

JUDGEMENT ENTRY

vs.

J. LORINE NEWMAN,

Defendant.

FILED
WASHINGTON C.H.
MUNICIPAL COURT
2007 MAR -5 PM 1:23

The plaintiffs, James Rosier and Stacy Bellinger, rented a home located at 308 N. Fayette Street in Washington C.H. from the defendant J. Lorine Newman. For the reasons set forth in this entry, the court finds that the defendant failed to properly maintain the residence and judgement is granted in favor of the plaintiffs.

The lease term was one year beginning November 19, 2004. ¹ On that same date, Ms. Newman entered into a Housing Assistance Payments Contract with the Fayette County Metropolitan Housing Authority. ² This contract set the monthly rental amount at \$425.00.

The Housing Authority inspected the residence on November 17, 2004, and the unit did not pass inspection. ³ Despite the failed inspection, the plaintiffs moved into the home after receiving assurances from Ms. Newman that the residence would be properly

¹ Plaintiff's Exhibit 2.

² Supra.

³ Plaintiff's Exhibit 1

repaired and after the parties agreed that Mr. Rosier could make some of the repairs himself in exchange for the deposit.

Mr. Rosier worked on the residence but there were some problems that he could not correct. The furnace did not work properly. There were leaks in the bathroom sink and leaks in the ceiling. The tub did not drain. There was wastewater in the basement. Ms. Newman loaned Ms. Bellinger and Mr. Rosier a space heater. She also sent a maintenance worker to repair the plumbing but the leaks continued.

In September 2005, with the assistance of Linda Riley from the Fayette County Metropolitan Housing Authority, the plaintiffs prepared a list of the problems with the residence.⁴ The list was sent to Ms. Newman and the Housing Authority again inspected the residence.⁵ As before, the home did not pass inspection.⁶

On September 30, 2005, the Housing Authority notified Ms. Newman that rental assistance for the residence would be abated effective November 1, 2005.⁷ The plaintiffs filed their complaint in October 2005, alleging that the premises were uninhabitable as a result of the defendant's failure to make necessary repairs.

Ohio Revised Code section 5321.04 (A)(2) provides that a landlord is obligated to "[m]ake all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition" When a landlord breaches this duty, the tenant is entitled to damages the measure of which is the difference between the rental value of the premises in its present condition and the rental value the premises would have had if the necessary

⁴ Plaintiff's Exhibit 8.

⁵ Plaintiff's Exhibit 6.


⁶ Supra. and plaintiff's Exhibit 7.

⁷ Plaintiff's Exhibit 10.


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repairs had been made.⁸ The plaintiffs testified that the monthly rental value of the residence during their occupancy was \$200.00. They are entitled to damages computed as the difference between the contracted rental amount, \$425.00, and the monthly rental value of \$200.00. Mr. Rosier is also entitled to a refund of his deposit, which he provided in the form of labor in the amount of \$425.00.

Judgement is accordingly granted in favor of the plaintiffs James Rosier and Stacy Bellinger and against J. Lorine Newman in the amount of \$3,125.00, plus court costs and interest at the rate of 8% per year.


Victor D. Pontious, Jr.
Judge

Instructions to the Clerk: please send copies of this entry to counsel for plaintiff and defendant.


Judge

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⁸ Smith v. Padgett, (Ohio 1987) 32 Ohio St.3d 344, 513 N.E.2d 737.

September 26, 2005

J Lorine Newman
230 Delaware St
Washington CH, OH 43160

Dear Lorine,

Here are the discrepancies that need to be repaired at 308 N Fayette St, Washington CH, OH 43160, within 30 days.

Laundry Room

1. Light fixture due to a water leak, no longer works. *(after Spring 2005)*
2. Roof in laundry room still leaks. *(same) - found hole in roof.*
3. Paint is chipping badly due to water leakage. *(same)*
4. The washer drain back flows. *(1st moved in - upstairs neighbor laundry water)*

Kitchen

1. Ceiling cracking and breaking through. *(Spring)*
2. Ceiling continues to leak. *(1st upstairs)*
3. Pipes leading to upstairs apartment leaking. *(moved in - Summer 2005)*
4. Kitchen sink leaking at water feed line and inside cabinet. *(Aug - Summer)*
5. Kitchen cabinet needs hole in wall repaired and kitchen cabinet floor needs repaired. *(rotted & leaks)*

Bathroom

1. Tub needs drain pipe repaired or unclogged.
2. Hot water line into tub needs repaired and no hot water pressure. *(Aug)*

Front Porch

1. Deck needs to be finished being repaired. *(always)*
2. Paint chips need to be cleaned up.
3. Need handrails on front and back steps.

Backyard

1. Shingles need to be cleaned up. *(Summer 2005 - garage roof)*
2. Roofing nails need to be cleaned up. *(left stuff in yard)*

Basement

1. Basement needs waste water cleaned up and pipes repaired. *(sink moved in)*

Due to the fact that the living room heating ducts were not connected to the vents and no caps were connected to the furnace, we have sought legal help to see what our rights are. We want to be reimbursed on our gas bill due to negligence on your part. We have



approached you on numerous occasions during the winter months about this problem and your reply was that you would have someone repair it. Your solution for the winter months was a small space heater. We are not asking you to pay the entire gas bill and that we share partial responsibility. We did pay all the gas bills last winter to the best of our ability.

We would like to resolve the dispute over the gas bill and the discrepancies that need repaired in our home, if you are willing to discuss these matters us.

The Metropolitan Housing Authority (MHA) and Legal Aid have both been notified of these problems and we will be keeping them informed of this situation. MHA will be coming out on Wednesday, September 28, 2005, for a re-inspection of our unit.

If the above discrepancies are not repaired and the gas bill resolved within 30 days from the date of this letter, we are putting our rent in an escrow account at the Fayette County Court.

Sincerely,

Stacy Bellinger
Stacy Bellinger

9/27/05
Date

James Rosier
James Rosier

9/27/05
Date

STATE OF OHIO - COUNTY OF FAYETTE SS:

Sworn to before me and subscribed in my presence this 27th day of September, 2005

Deborah S. Cavener
Notary Public



DEBORAH S. CAVENER
Notary Public State of Ohio
My Commission Expires Nov 20 05