



Defendant. According to the terms of the Agreed Judgment Entry, Plaintiff was granted judgment for restitution of the premises and had the right to enforce the judgment at any time within the next 45 days by filing a praecipe with the Clerk of Courts for a Writ of Restitution. The agreement also stated that the Plaintiff could accept any money tendered by the Defendant without prejudice to, and without waiving, Plaintiff's right to enforce judgment for restitution of the premises.

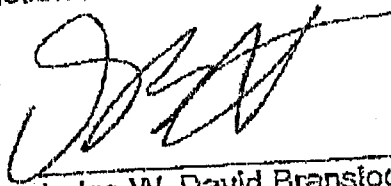
When the parties appeared before the Court, the Court questioned the Defendant about the agreement. The Court also asked the Defendant whether she had signed the agreement. She indicated she had. The Court also asked the Defendant whether she realized that by signing the agreement, she would need to find a new place to live. At that time, the Defendant and Plaintiff's counsel both indicated to the Court that that was not the case because the parties had reached an agreement to allow her to continue residing at the residence. Based on these representations, the Court approved the Agreed Judgment Entry, even though the term of the agreement allowing the Defendant to remain at the premises was not reduced to writing and contained in the Agreed Judgment Entry presented to the Court.

On September 27, 2007, approximately 40 days after the eviction hearing, Plaintiff filed a praecipe for Writ of Restitution to evict the Defendant. The Writ was issued on September 28, 2007. Prior to a set out, however, the Defendant obtained counsel and Defendant's counsel filed a Motion to Stay Execution of the Writ of Restitution on October 4, 2007. In this motion, Defendant alleged that since the eviction hearing, she not only had paid for July rent, but she had also paid August and September rent to the Plaintiff. Based on these allegations, the Court granted the



R.C. 1923.04. That notice specifically contained the statement that the Defendant was being evicted because she had failed to pay her July rent. While the Plaintiff may have had every right to proceed on that basis, and to have the Defendant evicted on that basis, the fact that Plaintiff continued to allow her to live there and accepted future rent payments created a new tenancy. Thus, the Agreed Entry notwithstanding, Plaintiff's attempt to evict the Defendant after having accepted future rent payments is not permissible under the Ohio Landlord Tenant Act. Accordingly, the Defendant's Motion for Relief from Judgment and to Dismiss the action is hereby granted.

IT IS SO ORDERED.



Judge W. David Branstool