

CANTON MUNICIPAL COURT
STARK COUNTY, OHIO

STARK METROPOLITAN HOUSING AUTHORITY

Pltf

☒ appeared ☐ no appearance

MORRIS, JONATHAN E 2021 AUG 26 PM 2:36

Atty

☒ appeared ☐ no appearance

- vs -

MINOCCHI, MICHAEL & OCCUPANTS

Deflt

Case Number 2021-CVG-3485

☒ appeared ☐ no appearance

Cazantzes

Atty

Report of the Magistrate C.R. 53

☒ appeared ☐ no appearance

FINDINGS OF FACT:

☒ 1. Plaintiff owns the residential / commercial property located at 716 30TH ST NW APT 419 CANTON OH 44709-3166 and rents it to the defendant(s) at a monthly rental of \$ _____.

☐ 2. Defendant has failed to pay rent due on _____ and thereafter.

☒ 3. On July 23, 2021 Defendant was duly served with a notice in writing required by law for the Defendant to vacate said premises.

☒ 4. Defendant has failed to vacate the property in accordance with the above mentioned notice.

☒ 5. Defendant was duly served with summons as required by law.

☒ 6. First Cause of Action called for trial to the Magistrate and testimony taken.

☒ 7. Further finding of fact: Alleged violation of lease section 6 B 7 + 10 :
criminal activity

RECOMMENDED ORDER:

☒ 1. A Writ of Restitution of the property is hereby ordered / denied.

☐ 2. First Cause of Action is dismissed for want of prosecution.

☒ 3. Second Cause of Action is continued / dismissed. Not filed

☒ 4. Further Orders: Court determines conduct alleged is not criminal conduct

DATED

8/26/21

Magistrate

2021CVG03485

RRBC



Phil Giavasis
Canton Municipal Court
Civil Division
2021 Aug 26 PM 2:47

MENT ENTRY

ort of the Magistrate is approved and confirmed.

DATED

Judge

A party shall not assign as error on appeal the Court's adoption of any factual finding or legal conclusion in the Magistrate's Decision, whether or not specifically designated as a Finding of Fact or Conclusion of Law, unless the party timely and specifically objects in writing to that factual finding or legal conclusion within fourteen (14) days of the filing of the Decision, as required by Civil Rule 53(D)(3)(b).

**CANTON MUNICIPAL COURT
NOTICE OF MAGISTRATE'S REPORT**

Phil G. Giavasis, Clerk

Case Number: 2021-CVG-3485

Plaintiff:

MORRIS, JONATHAN E
116 CLEVELAND AVENUE NW
SUITE 418
CANTON OH 44702
(Attorney)

STARK METROPOLITAN HOUSING AUTH
400 TUSCARAWAS ST E
CANTON OH 44702

Vs.

Defendant:

CAZANTZES, EUGENE M
101 CENTRAL PLAZA SOUTH
SUITE 1000
CANTON OH 44702-1415
(Attorney)

MINOCCHI, MICHAEL & OCCUPANTS
716 30TH ST NW APT 419
CANTON OH 44709-3166

Notice: Eviction relative to: 716 30TH ST NW APT 419 CANTON OH 44709-3166

Magistrate recommends in favor of the Defendant (MINOCCHI, MICHAEL & OCCUPANTS).

This will end the Eviction Proceedings. No other Hearings related to this Eviction are scheduled.

You have fourteen (14) days from Thursday, August 26, 2021 to object to the report of the Magistrate. During this time the plaintiff may schedule a set out from the premises. Objections to the Magistrate's Report shall be specific and state with particularity all grounds for objection.

Please note at this time that the Court may not require a prepared transcript at your expense, but rather may review the electronic record of your eviction hearing when considering your objection.

IN THE EVENT TRANSCRIPTS ARE NEEDED, a one hundred dollar (\$100.00) advance cash deposit will be required at the time of filing the objection.

Note: Original Magistrate's report on file at the Clerk of Canton Municipal Court, Canton City Hall, 218 Cleveland Ave S.W., Canton, OH 44702. Phone (330)489-3203.

Dated: 08/26/2021

By: K Cox
Deputy Clerk of Court

**CANTON MUNICIPAL COURT
NOTICE OF MAGISTRATE'S REPORT**

Phil G. Giavasis, Clerk

Case Number: 2021-CVG-3485

Plaintiff:

MORRIS, JONATHAN E
(Attorney)

STARK METROPOLITAN HOUSING AUTH

Vs.

Defendant:

CAZANTZES, EUGENE M
101 CENTRAL PLAZA SOUTH
SUITE 1000
CANTON OH 44702-1415
(Attorney)

MINOCCHI, MICHAEL & OCCUPANTS
716 30TH ST NW APT 419
CANTON OH 44709-3166

Notice: Eviction relative to: 716 30TH ST NW APT 419 CANTON OH 44709-3166

Magistrate recommends in favor of the Defendant (MINOCCHI, MICHAEL & OCCUPANTS).

This will end the Eviction Proceedings. No other Hearings related to this Eviction are scheduled.

You have fourteen (14) days from Thursday, August 26, 2021 to object to the report of the Magistrate. During this time the plaintiff may schedule a set out from the premises. Objections to the Magistrate's Report shall be specific and state with particularity all grounds for objection.

IN THE EVENT TRANSCRIPTS ARE NEEDED, a one hundred dollar (\$100.00) advance cash deposit will be required at the time of filing the objection.

Note: Original Magistrate's report on file at the Clerk of Canton Municipal Court,
Canton City Hall, 218 Cleveland Ave S.W., Canton, OH 44702. Phone (330)489-3203.

Dated: 08/26/2021

By: K Cox
Deputy Clerk of Court

IN THE CANTON MUNICIPAL COURT
STARK COUNTY, OHIO

PHIL G. GIAVASIS
CANTON MUNICIPAL COURT
CIVIL DIVISION

2021 AUG 16 PM 3:50

STARK METROPOLITAN HOUSING AUTHORITY)
400 TUSCARAWAS STREET EAST)
CANTON, OH 44702)

CASE NO.

Plaintiff,

v.

MICHAEL MINOCCHI & OCCUPANTS
716 30TH STREET NW, APT. 419
CANTON, OH 44709-3168

Defendants.

2021CVG03485

CF



Phil Giavasis
Canton Municipal Court
Civil Division
2021 Aug 16 PM 3:51

COMPLAINT-EVICTION

Now comes Plaintiff, Stark Metropolitan Housing Authority ("SMHA"), by and through undersigned counsel, and respectfully submits to this court its Complaint as follows:

1. Plaintiff is the owner of real estate known as and being 716 30th Street NW, Apt. 419, Canton, Stark County, OH 44709-3168.
2. Plaintiff rented said premises to Defendants on July 1, 2018, pursuant to a Lease. A copy of said lease is attached hereto as Exhibit A.
3. Defendant, Michael Minocchi has breached material terms of the Lease, namely, Section 6(B)(7) and Section 10 of the Lease as states, including but not limited to:

6(B)(7): The tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household, shall not engage in any illegal, violent or criminal activity. See Section 10 regarding serious criminal activity.

Section 10: It is the policy of the Stark Metropolitan Housing Authority that public housing shall not be available to tenants or members of their household who engage in criminal activity, or who have guests or other invitees who engage in such activity. The Authority maintains a One Strike Policy regarding criminal activity and drug-related criminal activity. For the purpose of this lease, criminal activity shall include, but not be limited to, any of the following serious misconduct:

Section 10(3): Possession, manufacture, sale, distribution, or use, of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid medical prescription.

Section 10(5): Any criminal activity prohibited by local, state, or Federal law including but not limited to criminal activity as described in: §966.4 (f)(12)(i)(A)(1): any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA.

4. Further, Section 10 A states that "the tenant shall not engage in any criminal activity, whether said activity occurs on the leased premises, on or near the housing development of which the leased premises is apart, or in any other location whatsoever.

5. Defendants breached the material terms of the above listed lease sections specifically, by the following:

To-wit: On or about July 16, 2021, Defendant, Michael Minocchi did overdose on an unknown substance. See Incident Report Number 21-10052 attached hereto as Exhibit B.

6. On July 22, 2021, Defendants were served with a three (3) day Notice of Termination of Tenancy pursuant to ORC Sections 5321.17(c) and 1923.04 and HUD Code of Federal Regulations 24 CFR 966.51(a)(2)(i)(A) and 24 CFR 966.51(a)(2)(i)(b) by Plaintiff's authorized representative at Defendants' residence. A copy is attached hereto as Exhibit C.

WHEREFORE, Defendants are in violation of multiple lease provisions. Plaintiff hereby demands process, restitution and cost of this action.

Respectfully Submitted,



Jonathan E. Morris, 0064762

Attorney for Plaintiff

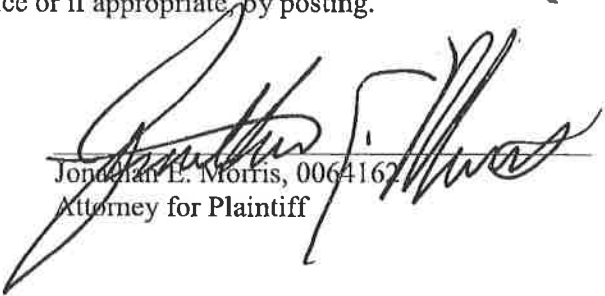
116 Cleveland Avenue N.W., Suite 418

Canton, OH 44702

Office: 330-754-2371

TO THE CLERK:

Pursuant to R.C. 1923.06, please issue service on defendants by regular mail and to the Bailiff of the court for personal or resident service or if appropriate, by posting.



Jonathan E. Morris, 0064162
Attorney for Plaintiff

STARK METROPOLITAN HOUSING AUTHORITY
Main Office
400 E. TUSCARAWAS, CANTON, OHIO 44702

DWELLING LEASE - PUBLIC HOUSING (revised 5/2018)

1. DESCRIPTION OF THE PARTIES AND PREMISES

STARK METROPOLITAN HOUSING AUTHORITY (Management) does hereby lease to the Tenant the dwelling unit described below, under the terms and conditions stated herein. The Tenant hereby agrees to lease and takes the premises designated as:

810 - 10018099

Michael Minocchi

716 30th St NW Apt 419 Apt 419, Canton, OH 44709

Members of the Tenant's household who will reside at this unit are as follows, unless amended per Section 5.D:

1. Michael Minocchi

2.

3.

4.

5.

6.

7.

8.

9.

10.

2. LEASE TERM & RENTAL PAYMENTS

This lease shall begin on 07-01-18 and end on 06-30-19, and thereafter shall be automatically renewed for successive terms of one (1) year, commencing on the first and ending on the last calendar day of the original one (1) year term unless sooner terminated by SMHA or Tenant as herein after provided. Failure to adhere to this initial term of the lease agreement shall result in the forfeiture of Tenant's security deposit.

The prorated rental amount for the first partial month of occupancy beginning on n/a and ending on n/a, will be \$ 0.00, payable in advance on the first day of occupancy. The rental rate thereafter will be \$ 208.00 per month, payable in advance. This rent shall remain in effect unless adjusted in accordance with the provisions of Section 5 hereof. The Flat Rent for the dwelling unit listed above is \$ 461.00

Late Fees: Monthly rent shall be payable on the FIRST (1ST) day of each month. Failure to pay the rent by the close of business on the seventh (7th) day of the month will result in a fifteen dollar (\$15) late fee. Tenant who have four (4) or more late payments in a twelve (12) month period will be considered chronically late and subject to possible eviction. Rent payments are expected to be paid in full and Management maintains the right to reject partial payments or assess late fees for partial payments.

Payment Location:

Rent and other charges must be paid by mail to:

SMHA
P.O. Box 645398
Cincinnati, OH 45264-5398

SMHA does not accept cash.

Rent shall be paid at specific site locations determined by the SMHA and provide to Tenant. Other payment locations or changes to the payment process may be required or made available upon sufficient notice to residents by SMHA.

NSF Fees: Management shall collect a fee of \$ 20.00 any time a check is not honored for payment and/or may require all future payments be made with a money order. Management reserves the right to raise this NSF Fee should the bank increase the cost of the fee they charge.

3. SECURITY DEPOSIT

Tenant agrees to pay \$ 195.00 as a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the Tenant, his/her family, guests or dependents; the cost of cleaning the premises and yard as hereinafter set forth; and any rent or other charges owed by the Tenant. Payment of the security deposit is to be made upon occupancy.

Tenant will be eligible for a refund of any or all of the security deposit less any deductions for any of the costs indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. Management agrees to refund Tenant any or all of the security deposit within thirty (30) days after the Tenant has permanently moved out of the unit and has provided his/her new address. The security deposit may not be used to pay rent or other charges WHILE Tenant occupies the unit.

4. UTILITIES

Management agrees to furnish the following utilities:

☒ gas ☒ electric ☒ water ☒ sewer ☒ trash

The following utilities will be the responsibility of the Tenant:

☐ gas ☐ electric ☐ water ☐ sewer ☐ trash

The Tenant will be provided a utility allowance in the form of a rent reduction for any/all primary utilities they are responsible for paying as indicated above. Failure to keep utility payments current shall be considered a breach of the lease. If Tenant has control of the heating, he/she agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Tenant is unable to maintain sufficient heat, he/she shall notify Management immediately. Tenant will be charged for any damages resulting from his/her failure to maintain sufficient heat or to notify Management. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control, such as strike, breakdown or curtailment of supply.

The housing authority maintains all rights to select the utility provider for all housing units, regardless of whether the resident is responsible for paying the utility. Tenant should secure service with the utility provider selected by the housing authority. Securing service with providers other than those selected by the authority will be a violation of the lease agreement.

5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. Annual Re-examinations. Once each year as requested by Management, the Tenant agrees to furnish accurate information to Management regarding family income, employment, family composition, assets and related information necessary for use by Management in determining whether the rent should be changed. This determination will be made according to the Admissions and Continued Occupancy Policy (ACOP), which is available for review at the Management Office.

B. Interim Rent Reviews. Rent, as fixed in Section 2 hereof or as adjusted pursuant to subparagraph A above, will remain in effect for the period between Annual rent determinations unless during such period:

(1.) Tenant has an increase of \$100.00 or more per month in family income, or tenant has a decrease in family income. However, the rent shall not be reduced because a Tenant's TANF grant is reduced because the Tenant failed to comply with certain TANF requirements. All changes must be reported within ten (10) days of occurrence.

(2.) There has been a change in family composition which would justify a change in the rent amount. Such changes must be reported within ten (10) days of its occurrence.

(3.) There has been a change in child care expenses, handicapped assistance expense(s), or medical expenses where applicable per the current rent calculation policy.

(4.) It is found that Tenant has misrepresented to Management the facts upon which his/her rent is based or has failed to report increase in family income so that the rent he/she is paying is less than he/she should have been charged. Such situations may result in retroactive rent charges and/or eviction. In addition, the resident could become subject to penalties available under Federal Law. Those penalties include fines and imprisonment. Providing false information when making an application to become a Tenant is also grounds for eviction.

(5.) A rent review is prescheduled at the time of admission or reexamination or there is a change in Federal regulation regarding rent computation.

C. Family Choice Rent. Each year at their annual review, the PHA will offer every family a choice of paying a flat rent or an income-based rent. The family will choose the rent that it considers most beneficial. The PHA must inform the family of the actual amount of the income-based rent and the flat rent applicable to the unit the family will be occupying in the coming year. Even though the PHA may not reexamine the income of the residents paying flat rent annually, it must provide information about what the income-based rent would be based on family statements. Families paying flat rent will have their income reexamined every third re-examination unless their rent changes according to Section 5 B. hereof.

If a family on the flat rent experiences a financial hardship, they may request to switch to an income-based rent. The housing authority will verify the family's circumstances and if the family qualifies under the housing authority's policy, the housing authority will adjust the family's rent to the appropriate income-based rent. Once the family's rent is adjusted from a flat rent to an income-based rent, the family must remain on the income-based rent until the next regular reexamination. The policy regarding flat rents is defined in the housing authority's ACOP.

D. In the event of any rent adjustment pursuant to subparagraphs A or B above, Management will mail or deliver a Lease Amendment Notice to Tenant. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change in income, except, if an adjustment is to be made according to subparagraph B (4) above; then the rent increase may be made retroactive as provided in said

paragraph. In the case of a rent decrease, the adjustment will become effective the first day of the month following the date the change is reported.

E. All changes in family composition must be reported to Management within ten (10) days of its occurrence. If Management determines that size of the dwelling unit is no longer appropriate to the Tenant's needs, Management may amend the lease by notice to the Tenant, in accordance with Section 12 of this lease, that Tenant will be required to move to another unit within the development in which he/she lives, giving Tenant reasonable time to move. Tenant agrees to abide by said notice, and agrees to move within a reasonable time. In circumstances where changes in family composition require SMHA to relocate a family due to overcrowding, SMHA will not be responsible for the tenant's moving expenses. When SMHA is initiating other mandatory transfers for a family, SMHA will pay all appropriate moving costs. When tenants initiate or are approved for a voluntary transfer, they will be required to move at their own expense. All damages and rent incurred at the previous unit will be payable under the new lease. At any time, Tenant may submit a written request for a change in dwelling unit size or other living arrangements, to the development office. The notice shall contain his or her reason for making the request. The request will be reviewed in accordance with the ACOP.

F. Reasonable Accommodation for Residents with Disabilities: SMHA must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident fit into the unit; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider. Tenants with disabilities will be provided the opportunity to request reasonable accommodations or reasonable accommodation transfer requests through processes and procedures outlined in the housing authority's Admissions and Continued Occupancy Policy (ACOP).

G. Tenants without a disability who occupy UFAS-Accessible units will be required to relocate, at SMHA's expense, to a vacant, non-accessible unit within sixty (60) days of notice by SMHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

H. At all times, Tenant will cooperate with Management in reporting any changes in circumstances and income and in complying with all conditions regarding rent reviews and adjustments as may be set forth in the Management's ACOP. Failure to promptly report or to falsely report any change in circumstances including, but not limited to, changes in family composition, income, employment and assets, or failing to fully cooperate with Management shall be considered a material breach of this Agreement and may justify termination as provided in Section 12 of this agreement.

I. Community Service Requirement. Except for any family member who is an exempt individual according to the housing authority's policy, each adult resident must contribute 8 hours of community service or participate in an economic self-sufficiency program for 8 hours per month or perform 8 hours per month of a combination of community service and economic self-sufficiency activities.

Violation of the community service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term. Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed. The head of household and non-compliant adult must sign the agreement to cure.

The policy regarding the community service requirement is defined in the Management's ACOP.

6. OCCUPANCY OF THE DWELLING UNIT

A. Tenant agrees not to use or to permit the use of the dwelling unit for any purpose other than as a dwelling unit solely for Tenant and his/her household members and/or dependents that have previously been approved by the Housing Authority. Tenant agrees not to assign his/her lease nor to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers without the written consent of Management. Permitting anyone other than those listed on the lease to reside in the unit is grounds for eviction. This provision does not include reasonable, temporary (approximately two weeks) accommodation of guests and visitors. It is, however, mandatory that the Tenant inform Management of guests or visitors staying in the unit for a week or more.

B. In consideration of the right to occupy the leased premises, the Tenant agrees to the following conditions: Violations of these conditions will be considered lease violations which may subject Tenant(s) to eviction.

(1.) Tenant shall pay his/her rent on or before the due date provided in this lease.

(2.) Tenant shall abide by all Federal, State or local statutes, laws, ordinances or regulations, governing or pertaining to tenancy in public housing, whether now existing or hereafter adopted; to follow necessary and reasonable policies and procedures and all addendums thereto, provided by Management for the benefit and well-being of the housing development and the tenants. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(3.) Tenant shall not make alterations, additions or repairs to any part of the interior or exterior of the unit without written consent of Management. Tenant agrees not to do any of the following without first obtaining written permission from Management:

a. Change or remove any appliances, fixtures or equipment in the unit.

b. Install wallpaper, contact paper or mirror tile in the unit.

c. Attach awnings or window guards to the unit.

d. Attach or place any fixtures, signs or fences on the building, common areas or the development grounds; including attach satellite dishes to the roof or any part of the building structure.

e. Attach any shelves, screen doors, or other permanent improvements in the unit.

f. Install any additional locks or security systems.

g. Make any alterations to the physical structure of the unit.

h. Place any fences, sheds, swimming pools, swing sets, etc. in the yard.

i. Install any water beds.

j. Only picture hooks with small nails shall be used for hanging pictures, etc. on walls.

k. Install or alter carpeting, resurface floors or alter woodwork.

(4.) The Tenant shall keep the dwelling in a clean, orderly and sanitary condition. Semi-annual housekeeping inspections will be conducted by Management in accordance with Section 8 of this lease. The SMHA Household Standards for such inspections are attached as an addendum to this lease. Repeat failed inspections by the Tenant shall be grounds for eviction.

(5.) The Tenant shall assist in the maintenance of the property at reasonable periods and seasons by regularly performing the following duties on grounds immediately adjacent to his/her dwelling. (DEVELOPMENT PROPERTIES / SCATTERED SITES ONLY)

a. Mow, maintain and protect lawn areas, trees, shrubs, etc. from damage by household members and guests.

b. Keep walks, stoops, steps and driveways free from dirt, ice and snow.

c. Regularly remove all litter and refuse from yard areas.

d. Dispose of garbage, waste and rubbish in a safe and sanitary manner. Each Tenant, where applicable, upon occupancy, must have two 20 gallon, securely lidded cans for refuse and garbage. Tenants should regularly wash garbage containers and keep the surrounding area orderly and sanitary at all times. Garbage containers should be securely lidded at all times.

e. The interior of the dwelling unit may be painted at reasonable intervals as determined by Management.

(6) Use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.

(7) The tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household, shall not engage in any illegal, violent or criminal activity. See Section 10 regarding serious criminal activity.

(8) The Tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household shall not unlawfully possess or discharge any firearms or fireworks within the dwelling unit or on SMHA property.

(9) The Tenant shall refrain from and shall cause his/her household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises of the housing development. The Tenant shall pay for reasonable charges (other than normal wear and tear) for the repair of damages to the premises, development buildings, facilities or common areas, caused by the Tenant, his/her household members or guests.

(10) The Tenant shall conduct himself/herself and cause his/her household members and guests to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of the premises and will be conducive to maintaining the development in decent, safe and sanitary condition. All persons shall also refrain from illegal or other activity which impairs the physical or social environment of any property owned by Management. This includes alcohol abuse that interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents.

(11) The Tenant shall conduct himself/herself and cause his/her household members and guest to conduct themselves in a manner that does not harass, intimidate or interfere with the rights of other tenants or family members.

(12) The Tenant shall immediately report to Management and to the Health Department, any cases of infectious or contagious diseases occurring in or on the premises.

(13) The Tenant and members of his/her household, visitors, and guests shall use the designated parking areas. At no time is parking non-operating or unlicensed vehicles allowed. Such vehicles may be towed at the Tenant's expense. At no time is parking on any lav area within the development permissible. Tenant may be charged for damage to property due to improper parking. Motorcycles and mopeds must be parked in designated parking areas and shall not be kept in the units. SMHA shall not be responsible for these vehicles. Tenants are not permitted to perform automotive maintenance or repairs to vehicles while parked on SMHA property.

(14) The Tenant and/or members of the household shall not operate or permit others to operate any business on the premises.

(15) The Tenant and/or members of the household shall not permit combustible material to be stored on the premises and shall take every precaution to prevent fires. Smoke detectors must be operable at all times. It is the Tenant's responsibility to notify Management immediately if any of the smoke detectors or other fire safety equipment in the unit are malfunctioning or are inoperable. It is the Tenant's responsibility to ensure functioning batteries are installed, where applicable, in smoke detectors at all times. Additionally, Tenants will not be permitted to smoke or allow guests to smoke anywhere on SMHA property.

C. The Tenant specifically agrees to notify Management of any anticipated extended absence from the dwelling unit in excess of seven (7) days no later than the first day of the said extended absence. During any absence of the Tenant, Management may enter the dwelling unit at times reasonably necessary. The Tenant must live in the dwelling unit and the dwelling unit must be the Tenant's only place of residence. Total absence from the dwelling unit without notice to Management for (30) days shall constitute abandonment.

D. In the event the Head of Household becomes deceased and there is no remaining adult household members, SMHA will make all reasonable efforts to contact the individual or individuals listed on the Property Disposition Authorization form. The executor of the estate of the resident, court ordered designee or authorized individual must remove the deceased resident's personal property within 14 days after death.

In the event no one has been appointed as executor of the estate of the resident and no one has applied to open an estate in Probate court within 30 days of resident's death, and/or SMHA is unable to contact the individual or individuals listed on the Property Disposition Authorization form, SMHA will permit an alternate individual to take possession of the resident's property in accordance with a signed Personal Property Distribution Agreement.

In the event no representative of the deceased resident comes forward within 30 days, SMHA will dispose of property remaining in the unit.

E. Tenant specifically agrees to abide by the Admissions and Continued Occupancy Policy which is promoted and publicized for the properties and apartments of SMHA for the benefit and well-being of the housing project and the Tenant. A complete copy of the Admissions and Continued Occupancy Policy shall be posted in the management offices and incorporated by reference in this Lease.

7. DAMAGE AND REPAIR

Tenant shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known needs for repairs to his/her dwelling unit, and of known unsafe conditions in common areas and grounds of the development which may lead to damage or injury. Management must be permitted to enter the unit after giving such notice as required by the lease even though the Tenant may or may not be home. Tenant agrees to pay reasonable charges for repair of damage to the leased premises or development or extra maintenance expense caused by the Tenant, members of the household, guests and dependents. Damage to the premises that are deemed to be caused by the Tenant, his/her household members, guests or dependents intentionally or due to negligence shall be billed to the Tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Such charges shall be made on the basis of the actual replacement cost plus labor at the current approved wage determination rate, and may be subject to a 10% administrative fee, and shall be paid in full within ninety (90) days. Management may extend the repayment period beyond the 90 days in cases of Tenant hardship. For damages in excess of \$100, tenants may request to enter into a repayment agreement with SMHA to cover the cost of the maintenance charges.

Any loss or damage to the Tenant's personal property that is a result of fire, vandalism, malicious mischief, or similar acts of others is solely the responsibility of the Tenant. Any damage to the unit or property, other than normal wear and tear, that is caused by the Tenant, members of the Tenant household or guests and is not covered by liability insurance shall be the tenant's responsibility.

Management shall maintain the building and common areas and grounds of the development in decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If repairs are required or defects exist that are hazardous to life, health and safety, immediate steps will be taken to rectify the condition. If the hazardous condition cannot be remedied within a reasonable period of time, alternative living arrangements will be offered to the Tenant until the repairs are completed. A mandatory emergency transfer will be completed within 7 days of approval. The resident will sign an Emergency Transfer Addendum upon move in at an alternate unit. Failure to comply with this emergency transfer offer and execution of an emergency transfer addendum is grounds for lease termination. An emergency transfer and the execution of the Emergency Transfer Addendum does not preclude SMHA's ability to evict the resident should it be determined that the resident's act or failure to act contributed to the conditions that require an emergency transfer.

Extermination service shall be provided for all units by Management on a regularly scheduled basis and/or as conditions may require. Residents are required to report problems such as rat or insect infestation including bed bugs and to permit extermination unless they can prove such services are hazardous to their health. Failure to report problems requiring extermination and/or failure to properly prepare for extermination services may result in maintenance fees for additional treatment services.

8. INSPECTIONS

Prior to tenancy, Management and the Tenant and/or a representative will jointly inspect the dwelling unit and the equipment in it. A written statement of the condition of the dwelling unit will be signed by both of the parties. The Tenant will receive a copy and Management will keep a copy in the Tenant's file.

The Tenant agrees to permit any agent, employee, or representative of Management to enter the dwelling unit to examine the condition of the unit and/or to make improvements or repairs with proper notice. The Tenant will be given at least a 24 hour advance written notice of such entry describing the date, time and purpose of the entry. However, Management shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if Management reasonably believes that an emergency exists which requires such entrance. Following such entry, Management shall notify Tenant in writing of the date and time of such entry and the nature of the emergency which required such entry.

When Tenant vacates the unit, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for damage beyond reasonable wear and tear, which Tenant is responsible. Tenant and/or his/her representative may join Management in such inspection.

9. PETS

A. Tenant shall not be permitted to keep pets except in accordance with the authority's pet policy as defined in the ACOP. The Tenant must receive prior written approval and enter into a Pet Agreement with Management pursuant to the Management's pet policy. Pet deposits are required to be paid in all instances that are specifically spelled out in the provisions of the Management's Pet Policy.

B. Tenant shall refrain from and cause members of the Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Management's pet policy.

C. The pet policy clearly defines requirements for animals that are used to assist persons with disabilities. These animals are not considered to be pets, but rather aids necessary to insure the independence of persons with disabilities. This applies to animals that reside in the developments as well as to animals that visit these developments. Nothing herein contained shall limit or impair the rights of persons with disabilities under Federal, State or local law.

10. SERIOUS CRIMINAL ACTIVITY

M. M. Tenants Initials

It is the policy of the Stark Metropolitan Housing Authority that public housing shall not be available to tenants or members of their household who engage in criminal activity, or who have guests or other invitees who engage in such activity. The authority maintains a One Strike policy regarding criminal activity and drug-related criminal activity. For the purpose of this lease, criminal activity shall include, but not be limited to any of the following serious misconduct:

- (1) Physical assault or the threat of physical assault to any person whatsoever;
- (2) Illegal use and/or possession of a firearm or other weapon or the threat to illegally use a firearm or other weapon;
- (3) Possession, manufacture, sale, distribution, or use, of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid medical prescription.
- (4) Sexual molestation, prostitution, and other similar related serious misconduct.
- (5) Any criminal activity prohibited by local, state, or Federal law including but not limited to criminal activity as described in:
§966.51 (a)(2)(i)(A) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
§966.51 (a)(2)(i)(B) violent or drug-related criminal activity on or off the premises;
§966.51 (a)(2)(i)(C) any criminal activity that resulted in felony conviction of a household member

A. The Tenant shall not engage in any criminal activity, whether said activity occurs on the leased premises, on or near the housing development of which the leased premises is a part, or in any other location whatsoever.

B. No member of the Tenant's household shall engage in any criminal activity, whether that activity occurs on the leased premises, on or near the housing development of which the leased premises is a part, or in any other locations whatsoever. The household is defined as all persons listed in Management's files as a member of the Tenant's household as defined in Section 1 and any subsequent Lease Amendments. Changes in household members reported after an incident of criminal activity will not be acknowledged by Management for the purpose of this section except in cases which may apply to the Violence Against Women Act (VAWA).

C. During the term of this lease, no guest or visitor of either Tenant or of any member of the Tenant's household shall engage in any criminal activity on the leased premises or on or near the housing development of which the leased premises is a part. Unless the Tenant can demonstrate otherwise, it shall be presumed that any person engaging in criminal activity is a guest or a visitor of the Tenant or a member of his/her household, if said criminal activity takes place on the leased premises.

D. Any of the activity such as described above in paragraph 1, section 5 shall constitute a serious and clear danger to the health and safety of other tenants, the housing authority property, and/or authority employees and Management may issue the Ohio 3-day notice (Ohio Revised Code 5321.04) for recovery of the possession of the premises.

A 30 day eviction notice will be issued for all other serious criminal activity as identified in section 10 of this lease.

The authority may terminate the tenancy whether or not the person committing the criminal activity is arrested, charged or convicted by law if whether the Tenant had any knowledge of household members participating in the activity and/or household members guests/visitors participating in the activity on the leased premises.

The Violence Against Women Act Requirements: (VAWA)

E. Domestic violence, dating violence, stalking or sexual assault. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim. Management may consider bifurcation of the lease in instances of domestic violence, dating violence, sexual assault, or stalking in order to evict the offending household member.

F. Criminal activity related to domestic violence, dating violence, sexual assault or stalking. Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

G. Management may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD 91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in the eviction.

H. Limitations of VAWA Protections. Nothing contained in E and F above limits the authority of Management to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, sexual assault or stalking, provided that Management does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or terminate assistance or occupancy rights.

11. SMOKE FREE HOUSING

In accordance with Federal Regulations, SMHA has adopted a smoke free housing policy. Smoking, as defined by this section, means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted smoking device for burning tobacco product or any other plant product. The tenant and members of tenant's household hereby agree and acknowledges that the leased premises and all adjoining SMHA property has been designated as a smoke-free living environment. Tenant and members of tenant's household shall not smoke anywhere in the dwelling unit rented by tenant, in the building where tenant's dwelling unit is located, in any common areas or on any adjoining exterior property owned by Management, nor shall tenant permit any guests or visitors under the control of tenant to do so. A complete copy of SMHA's Smoke Free Housing Policy is attached herein and incorporate as part of this lease agreement.

12. BANNED PERSONS

Sometimes SMHA may find it necessary to ban non public housing residents from SMHA property. Should this occur, the SMHA resident(s) who had interaction with the banned person on SMHA property prior to the banning will be notified through written correspondence from SMHA that this individual is no longer permitted on SMHA property and has been designated as "A Banned Person." After this written correspondence has been specifically issued to a Tenant, the Tenant and members of this Tenant's household shall take all reasonable steps to exclude the banned person from SMHA Property and/or all areas in or around the tenant's unit. Such reasonable steps include, but are not limited to, the Tenant notifying local Police, SMHA Security and/or the SMHA Management. If it is determined that a tenant, member of the tenant's household or guest invites, helps, allows or does not take reasonable steps to remove a banned person after he/she enters SMHA Property and/or all areas in or around the Tenant's unit, the Tenant will be in violation of the dwelling lease and subject to immediate lease termination procedures.

13. LEGAL NOTICES

Any legal notice required herein will be sufficient if delivered (1) in writing to Tenant personally, or to an adult member of his/her family residing in the dwelling unit, or (2) both affixed to the door of the unit and sent by prepaid First Class Mail properly addressed to tenant.

All notices from residents to Management must be in writing and either delivered personally to a Management employee at the Management Development Office of the Housing Authority or sent to Management by prepaid First Class Mail properly addressed.

14. TERMINATION OF THE LEASE

At the conclusion of the initial twelve (12) month lease period, this lease may be terminated by Tenant at any time by giving thirty (30) days written notice in the manner specified in Section 12 of this lease. If the Tenant vacates the dwelling unit without giving (30) days written notice he/she shall be liable for 30 days' rent in addition to any other rent that is due and any damages that occurred before the unit is determined to be vacated and legally returned to Management's possession. Tenants who terminate the lease prior to the conclusion of the first 12 months of occupancy will forfeit their security deposit as a result of early lease termination.

Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when terminating this lease or moving from the unit. The Tenant shall also provide Management with a forwarding address to ensure delivery of any security deposit funds due Tenant. Tenant understands that failure to return keys to Management indicates continued possession of the dwelling unit and tenant will continue to be charged for occupancy while in possession of the dwelling unit.

This lease may also be terminated by Management at any time by giving a written notice as set forth in Section 12, no less than 14 days for failure to pay rent and 30 days for good cause. Good cause shall consist of the Tenant's non-compliance with the material terms of the agreement other than nonpayment of rent.

If a Tenant has created or maintained a threat constituting a serious or clear danger to the health or safety of other tenants or Authority employees, Management may issue the Ohio 3-day notice (Ohio Revised Code 1923) for recovery of the possession of the premises. Subsequently, Tenant shall be given the opportunity to contest the termination in the court proceedings. A serious and clear danger to the health or safety of other tenants or Authority employees shall include, but is not limited to, any of the activities described in Section 10 - Serious Criminal Activity.

The lease may be terminated by Management at any time by giving written notice for serious or repeated violation of material terms of the lease such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent. Four (4) or more late rent payments in a twelve (12) month period of time will be considered chronic.
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications as requested by a SMHA staff member.
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers.
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease or permitting its use for any other purposes.
- Failure to pass annual inspections with adequate notices to correct.
- Failure to abide by necessary and reasonable rules made by Management for the benefit and well being of the housing project and the Tenants.
- Failure to abide by applicable building and housing codes materially affecting health or safety.
- Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas.
- The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenant's residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy.

- o The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- o Any other person under the tenant's control shall not engage in such activity on public housing premises.
- Inviting, allowing, or creating a situation that causes any person or persons who have been banned from SMHA property to be present on the SMHA property. An up-to-date banned list is maintained at each of SMHA's Development Offices.
- Alcohol abuse that SMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.
- Non-compliance with Smoke Free Housing Policy
- Non-compliance with Pet Rules & Agreement or Animal Responsibility Agreement
- Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term.
- Discovery after program admission of facts that make the Tenant ineligible.
- Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income.
- Failure to accept the SMHA's offer of a lease revision to an existing lease that is on a form adopted by SMHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- Four (4) late payments in a 12 month period.

Notice by either party to the lease may be given on any day of month.

15. GRIEVANCE PROCEDURE

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Management's grievance procedure, which is in effect at the time such grievance or appeal arises. An individual not involved in the initial decision will conduct any informal settlement meeting arising under this lease. The SMHA Board of Commissioners will have final approval of an independent 3rd party hearing officer to hear and determine outcomes in Formal Grievances arising under this lease. The complete grievance procedure is available in the Management Office for review by any Tenant upon reasonable notice. This procedure is also contained in Management's Admissions and Continued Occupancy Policy.

16. CHANGES TO THE LEASE

This lease, together with any future adjustments of rent or dwelling unit and attachments, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

17. DAMAGE TO TENANT BELONGINGS

Management is not responsible for damages occurring to Tenants personal possessions or covering any Tenant losses due to anything adverse happening within the unit or on the property which causes such damage. Tenants are responsible for obtaining renters insurance to cover any losses which may occur to their personal property.

18. ATTACHMENTS TO THIS AGREEMENT

The Tenant certifies that he/she has received a copy of this Agreement and the following attachments are part of this agreement:

- a) Attachment No. 1 - HOUSE RULES
- b) Attachment No. 2 - PET RULES (if applicable) or ANIMAL RESPONSIBILITY AGREEMENT
- c) Attachment No. 3 - HOUSEHOLD HOUSEKEEPING STANDARDS
- d) Attachment No. 4 - LEAD POISONING BROCHURE
- e) Attachment No. 5 - SMHA GRIEVANCE PROCEDURE

f) Attachment No. 6 - SMOKE FREE HOUSING POLICY

g) Attachment No. 7 - RESIDENT PROPERTY DISTRIBUTION AUTHORIZATION

In witness whereof, the parties have executed this lease agreement on the 26th day of July, 2018.

Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: Mamad Mah DATE 7/26/18

CO-TENANT: _____ DATE: _____

CO-TENANT: _____ DATE _____

MANAGER: Patty Johnson DATE 7/26/18

Your Property Manager's Contact Information:

OFFICE ADDRESS, CITY, STATE, ZIP CODE: 716 30th St NE, Canton OH 44709

TELEPHONE NUMBER: (330) 493-9533 HOURS: Monday - Friday 8:00 am to 4:30 pm

**Please call ahead of time before stopping in office to ensure Management staff is actually in office and not out at other locations. Thank you!

WORK ORDER MAINTENANCE TELEPHONE NUMBER 24 hours per day/7days per week/365 days per year: (844) 707-1393.

CANTON POLICE

221 3rd St SW CANTON 330-649-5800

**Incident / Offense Report****Incident Number****21-10052**

Incident	Method Received T	Time Received 07/16/2021 14:36:00	Time Dispatched 07/16/2021 14:40:00	Time Arrived 07/16/2021 14:47:00	Time Cleared: 07/16/2021 15:03:00
Report Date / Time Date Time Friday 07/16/2021 14:52:40		Incident Occurred From Date Time Friday 07/16/2021 14:36:00		Incident Occured To Date Time Friday 07/16/2021 14:36:00	
Location of the Incident (Street #, Street, Apt. #, City, State, Zip) 716 30TH ST NW CANTON OH 44709					Zone 5
Persons Involved: MICHAEL A MINOCCHI - VIC			Property: Amount: Type:		
Units: 1st: 74 2nd: 74 3rd: 4th: 5th:	Officers: TRENTON W ABEL GABRIEL FULLER				
Codes: OD01			Descriptions: OVERDOSE OFFENSES OVERDOSE		
Weapons Used: NONE		Trade Marks: Hate Bias			
Entry:		Location Type: Multiple Dwelling			
Refer to Arrest:	Incident #:	Tow#:	Dispatcher:	Officer in Charge: 37	Entry Id: 283
Case Status:	Cleared Date: 07/16/2021		Cleared By: 283		
Narrative: 21-10052 Page: 1					
The victim did overdose on unknown substance.					
Reviewing Supervisor:		Bureau Supervisor:		Officer: PTL TRENTON W ABEL	

CANTON POLICE



Incident Number

Page # 2

Persons Involved with Incident

Incident #: 2110052	Relation: VIC	Arrest #:	CAD #:	Date of Contact: 07/16/2021	Phone: - -
First Name: MICHAEL	Middle A	Last Name: MINOCCHI	Til:	DOB: 07/21/1977	SSN: [REDACTED]
Street #: 716	Street Name: 30TH NW	Apt: 419	City: CANTON	St: OH	Zip: 44707
Hgt: 510	Wgt: 250	Hair: BLK	Eyes: BRO	Race: W	Sex: M
Offenses:	Physical Marks: OD01 OVERDOSE				
Resident Class: Resident	Suspected of using: /			Victim Type: Individual	

Reviewing Supervisor:

Bureau Supervisor:

PTL TRENTON W ABEL
Officer:

**3-DAY CRIMINAL and/or DRUG RELATED ACTIVITY
NOTICE OF TERMINATION OF TENANCY**

**Mike Minocchi
716 30th st nw #419
Canton, Oh 44709**

The Stark Metropolitan Housing Authority (hereinafter "SMHA") hereby serves this Notice upon you, **Mike Minocchi**, to inform you that your tenancy and/or rental agreement for the premises located at **716 30th st Nw #419**, County of Stark, will terminate within three (3) days after service of this notice whether or not you or other person affiliated with your unit has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in division (A)(6)(a)(i) of ORC Section 1923.02. You may make such reply as you may wish. This Notice complies with Ohio Revised Code ("ORC") Section 5321.17(C). The judicial eviction procedure governing this eviction is set forth in ORC 1923 *et seq* and ORC 5321 *et seq*. The judicial eviction procedure used in this eviction affords you the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations including 24 CFR 966.51. The basis of termination of this tenancy is that SMHA has actual knowledge or reasonable cause to believe that Serious Criminal Activity occurred in violation of Section **10** of the Dwelling Lease.

To Wit on Friday July 16, 2021, you were observed being thrown out a vehicle in front of Plaza Terrace. Upon receiving the police report it was stated that you were overdosing on a unknown drug.

Section 10(3): The authority maintains a One Strike policy regarding criminal activity and drug-related criminal activity. For the purpose of this lease, criminal activity shall include, but not be limited to any of the following serious misconduct: (3) Possession, manufacture, sale, distribution, or use, of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid medical Prescription

Section 10 A states the tenant shall not engage in any criminal activity, weather said activity occurs on leased premises, on or near the housing development of which the leased premises in part, or in other location whatsoever.

Pursuant to 42 USCS Section 1437d(l)(6) and 24 CFR 966.4(f)(12), this eviction is for (check all that apply):

☐ Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents as described in 24 CFR 966.51(a)(2)(i)(A).

☒ **XXX** Any drug-related criminal activity on or off the premises as described in 24 CFR 966.51(a)(2)(i)(B).

If you do not vacate the premises within the said three (3) day period, eviction proceedings may be instituted against you. Upon request, you have the right to examine SMHA documents directly relevant to this termination or eviction. You may be required to pay court costs.

You are **NOT** entitled to a Grievance Hearing on this eviction pursuant to 24 CFR 966.51(a)(2).

If you or anyone in your family is a person with disabilities you have a right to make a request for a reasonable accommodation to Stark Metropolitan Housing Authority.

The Violence Against Women Act ("VAWA") protects some victims of: domestic violence, dating violence, sexual assault, and stalking from termination and eviction on the basis of conduct perpetrated by their abusers. If you are a victim, you have a right to provide such documentation to SMHA.

NOTICE:

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.

Certification of Service

I Kristy Grigsby, hereby certify that I served a copy of the foregoing Notice on the above-captioned resident by:

 Handing a copy of the Notice to the resident personally or to an adult that answered the door at the premises; or

XXX Placing the Notice on the door of the leased premises; and

XXX Sending a copy of the Notice by certified mail to the resident at the address of the premises with proper return receipt requested.

Served By: Kristy Grigsby

Date of Service: 7-22-2021