

**IN THE MEIGS COUNTY COURT**

**EMILY TURNER & MICHAEL HAWKINS,**

**PLAINTIFFS,**

**CASE NOS.: 2010 CVH 374  
2010 CVG 410**

**VS.**

**FEB 21 2012**

**CHRISTINA ROSE & HAROLD ROSE,**

**DEFENDANTS.**

**JUDGMENT ENTRY**

This cause came on for Hearing for Damages, the Court having previously granted Plaintiff's Motion for Summary Judgment and upon the submission of proposed Findings of Fact and Conclusions of Law from both parties, the Court finds as follows:

**Findings of Fact**

1. On September 1, 2010, the Plaintiff entered into a rental agreement with the Defendants for the residential premises located at 48476 Mile Hill Road, Racine, Ohio for \$425.00 per month and \$50.00 per month for water.
2. The Defendants provided the Plaintiffs with a refrigerator at the rented premises at the time of entering into the rental agreement.
3. Termination Of Water Service - The Court finds it more than coincidental that the water service was terminated on September 21, 2010 the same date on which the Defendants gave Plaintiffs a notice to leave the premises. It is the Court's belief that Defendant, Harold Rose is responsible for the termination of the water service and the Defendant, Christina Rose had no knowledge of improper termination of the water service.
4. In fact, this Court finds specifically, that the Defendant, Christina Rose immediately restored water service as soon as she was given notice of its termination.
5. The Court further finds that the Defendant, Harold Rose had control over and keys to the water meter and was in violation of the law by terminating a utility service, improperly.
6. The Court specifically finds that the Plaintiffs did suffer damages as a result of the actions of the Defendant, Harold Rose. The Court also finds that on the issue of the termination of the water service that the damages, included an inability to bathe, clean or wash dishes. The Court finds they were not deprived of the

ability to cook but did have to resort to traveling to a relatives house to bathe the children and to pack in water to manually flush the toilet.

7. The Court also finds that the Plaintiffs were required to pay Emily Turner's, sister Shira Patterson for use of water and the facilities at her home between September 30, 2010 and October 9, 2010. The Court also finds that the Plaintiff's request for \$70.00 per week is reasonable and grants judgment for the period from September 30, 2010 to October 9, 2010 at this rate in the amount of \$84.00.
8. The Court also finds that two (2) loads of laundry per day for a family of six (6) is not an unreasonable number and finds for the Plaintiffs on this count. The rate of \$2.75 per day to laundry is reasonable times the number of days when they were deprived of their water service from September 21, 2010 to October 9, 2010 totals \$49.50. Plaintiffs are granted judgment for this amount against the Defendant Harold Rose.
9. Loss of Use of Refrigerator-The Court finds that the Plaintiffs do not meet their Burden of Proof because it appears that if the refrigerator was not working that the freezer was. As such, while inconvenienced, they was not deprived of the complete use of the refrigerator and could have frozen much of the claimed lost food.
10. Security deposit-The Defendants admit they did not return the Plaintiff's security deposit in the amount of \$425.00 or, alternatively, send an accounting for damages to Plaintiffs were Plaintiff's attorneys.
11. Attorneys Fees- Plaintiff's counsel submitted an itemized statement of the hours worked on all matters of the case which totaled 32 hours, along with an Affidavit of local counsel verifying the current rate for attorneys fees in civil cases is \$100.00 per hour.

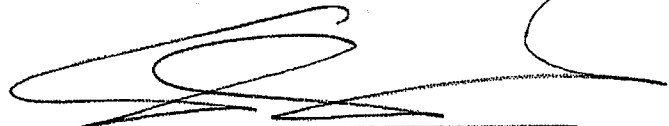
#### **Conclusions of Law**

1. On September 1, 2010, the Plaintiff entered into a rental agreement with the Defendants for the residential premises located at 48476 Mile Hill Road, Racine, Ohio for \$425.00 per month and \$50.00 per month for water.
2. Termination Of Water Service - The Court finds it more than coincidental that the water service was terminated on September 21, 2010 the same date on which the Defendants gave Plaintiffs a notice to leave the premises. It is the Court's belief that Defendant, Harold Rose is responsible for the termination of the water service and the Defendant, Christina Rose had no knowledge of improper termination of the water service.

3. The Defendant, Harold Rose terminated water service to and failed to supply water to the residential premises for a period of 10 days from September 30, 2010 through October 9, 2010. This violation cause the Plaintiffs to incur additional costs and inconvenience as set forth above.
4. Pursuant to Revised Code Section 5321.15, because the Defendant, Harold Rose terminated a utility, namely water, in an attempt to force the Plaintiffs to vacate without a valid Court Order, the Plaintiffs are entitled to reasonable attorneys fees against the Defendant, Harold Rose in the amount of \$500.00.
5. Further, because the Defendants failed to provide an itemization of damages nor did they return the security deposit; the Plaintiffs are entitled to judgment for the amount of security deposit totaling \$425.00 and reasonable attorneys fees in the amount of \$500.00.

**WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Plaintiffs shall have judgment against the Defendant, Harold Rose in the amount of \$633.50.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs shall have judgment in the amount of \$925.00 against the Defendant, Christina Rose, plus costs of this action to be borne equally by the Defendants, Harold Rose and Christina Rose.



Judge Steven L. Story

cc: Charles H. Cohara, Attorney for Plaintiffs  
Parties