

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
COLUMBUS, OHIO

ABC Management Company, :  
Plaintiff, :  
v. : Case No. M 8901 CVG 000935  
Gregory Vinson, et al., :  
Defendant. :

REFEREE'S REPORT

This matter came on for hearing before Referee Kathleen E. Graham on February 27, 1989. Defendant was represented by Attorney Molly Hennessey of the Legal Aid Society of Columbus. Plaintiff was represented by Attorney John Jackson. Defendant moved the court to dismiss the action on the basis that the notice to leave the premises served upon the defendant failed to comply with the terms of the lease agreement and with Federal law.

Based upon the evidence presented and the arguments of counsel, the Referee recommends the following Findings of Fact, Conclusions of Law, and Recommendation:

FINDINGS OF FACT

1. Defendant rents property located at 2102-D Maryland Avenue, Columbus, Ohio, 43219, pursuant to a written lease agreement dated August 24, 1988. A copy of the lease agreement was attached to Plaintiff's complaint. The lease agreement between the parties is subject to Federal eviction procedures contained in 24 CFR 247(A).

2. A copy of the notices served upon the defendant in compliance with Ohio Revised Code Section 1923.04 are also attached to Plaintiff's complaint.

#### CONCLUSIONS OF LAW


The lease between the parties specifically states that any termination must be carried out in compliance with HUD regulations, state and local law and the terms of the agreement. In order for the landlord to terminate the agreement, the termination notices must "1. specify date this Agreement will be terminated" (paragraph 6(C)(1) of Lease Agreement). This referee must conclude, based upon a review of Exhibit "B", that the first termination notice sent to the defendant dated December 9, 1988, does not comply with the requirements of the lease. The sentence "If you do not, a judicial proceeding may be initiated against you." does not comply with the requirement that all termination notices specify the date on which the agreement will be terminated. This referee notes that the second termination notice, dated 12-20-88, does include a termination date of the 30th of December. Since both notices are termination notices, they must comply with the language of the lease. The lease requirements as to notice are indicative of the degree of specificity contemplated by the Federal regulations.

Accordingly, this referee concludes that the initial notice in this case, dated December 9, 1988, should have contained a date the agreement would be terminated.

#### RECOMMENDATION

Defendant's Motion to Dismiss be granted. That the hearing previously scheduled for Monday, March 6, 1989, be cancelled on the basis that the

defendant's Motion to Dismiss is dispositive of all issues as to the First Cause of Action and that Plaintiff's First Cause of Action only, be dismissed. Costs to plaintiff.

  
REFEREE KATHLEEN E. GRAHAM  
March 6, 1989

CC: J. Boyd Binning, Esquire  
592 South Third Street  
Columbus, Ohio 43215  
ATTORNEY FOR PLAINTIFF

Gregory Vinson  
2102-D Maryland Avenue  
Columbus, Ohio 43219  
DEFENDANT PRO SE

EXHIBIT "B"

# Nelson Park Apartments

1994 Maryland Ave.  
Columbus, Ohio 43219

258-4053

Date: December 9, 1988

Gregory Vinson  
2102-D Maryland Avenue  
Columbus, Ohio 43219

Dear Gregory,

According to our records, your rent is past due. All rents are due on or before the first day of each month and must be received by the end of the fifth day of the month in order to avoid a late charge.

Your past due amounts are as follows:

December rent = \$31.00

Late charges for Dec. as of the date of this letter = \$8.00

Service bill for Lock change = \$22.50

TOTAL \$61.50

Please be advised that it will be necessary for you to come to see me by December 19, 1988 to resolve this problem. If you do not, a judicial proceeding may be initiated against you.

Sincerely,



M.A. Barksdale  
Manager

cc: File

TO: GREGORY VINSON

, et al

EXHIBIT "C"

Name

2102-D MARYLAND AVENUE

Address

COLUMBUS, OHIO 43219

City

(10) Ten day 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 RESIDENT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE. IF YOU REMAIN IN THE LEASED PREMISES UNTIL THE DATE SPECIFIED FOR TERMINATION, THE LANDLORD MAY SEEK TO ENFORCE THE TERMINATION ONLY BY BRINGING A JUDICIAL ACTION, AT WHICH TIME YOU HAVE THE RIGHT TO PRESENT A LEGAL DEFENSE.

REASON FOR EVICTION

You are being asked to leave the above premises on or before the 30th day of

December, 19 88 for violation of material terms of the lease, specifically:

( X ) Failure to pay rent in the amount of \$ 31.00, computed as of December 1, 19 88 and late charges in the amount of \$ 19.00 computed as of the date of this notice. Also, Service Bill dated 11-9-88 for \$22.50.

( ) Material non-compliance with the rental agreement specifically as follows:

\_\_\_\_\_  
\_\_\_\_\_

( ) Violations of the rental agreement which you have not corrected pursuant to notification by letter on \_\_\_\_\_, 19\_\_\_\_. The rental violations are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The above premises are further described as consisting of 1 bedrooms in a ~~(garden)~~ (townhouse) unit together with lot of land on which said premises are located.

Your compliance with this notice will prevent any legal measures being taken by the undersigned to obtain possession.

Dated: 12-20-88

BY M.A. Barksdale

COPY DELIVERED BY: M.A. Barksdale

Nelson Park  
Apartment Complex

- ( X ) Personal Delivery
- ( X ) Mail