

IN THE MUNICIPAL COURT  
Rent DIVISION  
PORTAGE COUNTY, OHIO

Indian Valley Apartments  
PLAINTIFF

VS.

Kris Kameron  
DEFENDANT

CASE # KRF CUG-0978

FINDINGS OF THE REFEREE--FORCIBLE  
ENTRY AND DETAINER

HEARING DATE Sept 26-88 COMPLAINT FILED 9/1/88

SERVICE DATE 9/12/88

PARTIES PRESENT PLAINTIFF ☒  
DEFENDANT ☒

TYPE OF TENANCY: ORAL WRITTEN RENTAL AGREEMENT,  
WRITTEN LEASE, SQUATTER, OTHER,

RESIDENTIAL (ORC 4321) COMMERCIAL (ORC 1923)  
TRAILER PARK (ORC 3733)

PLAINTIFF: OWNER/AGENT

BASIS OF FIRST CAUSE OF ACTION

RENT DEFAULT BEGINNING

TERMINATION OF PERIODIC TENANCY

BREACH OF LEASE/RENTAL AGREEMENT TERM:

ITEM #

OTHER

PREMISES VACATED ON

KEY RETURNED ON

COPY ATTACHED: YES/NO

DELIVERED HOW?

TENANCY BEGAN ON:

TERM OF TENANCY:

RENT DUE ON: 1st

THREE DAY NOTICE TO VACATE

DELIVERED HOW?

DATE DELIVERED:

COPY ATTACHED: YES/NO

THIS CAUSE CAME ON FOR HEARING BEFORE THE  
REFEREE AS REGULARLY ASSIGNED BY THE COURT.  
EVIDENCE AND TESTIMONY WERE RECEIVED AND THE  
ABOVE FACTS WERE FOUND TO BE TRUE. AFTER  
FINDING JURISDICTION AND VENUE TO BE PROPER,  
THE REFEREE FINDS THAT:

A WRIT OF RESTITUTION IS TO ISSUE AGAINST  
THE DEFENDANT AS PRAYED

☒ A WRIT OF RESTITUTION IS DENIED BECAUSE

SEE WITHIN FINDINGS

A WRIT OF RESTITUTION IS TO ISSUE BY  
AGREEMENT AGAINST THE DEFENDANT AS  
PRAYED, BUT IS NOT TO BE RECORDED.

PLAINTIFF

DEFENDANT

THE FIRST CAUSE OF ACTION IS MOOT AND THERE-  
FORE DISMISSED BY THE PLAINTIFF, WITHOUT  
PREJUDICE.

THE SECOND CAUSE OF ACTION IS PENDING UNTIL  
ANSWER DATE.

10 day notice served - 8/17/88,  
residence.

Tenancy is under Section 8 - Low  
income. Rental amount - \$29.00  
market rent \$79.00, she pays \$29.00  
month. Has accepted state  
rent before. No attempt to evict

JUDGMENT ENTRY

THE COURT, HAVING REVIEWED THE FINDING AND  
RECOMMENDATIONS OF THE REFEREE, APPROVES AND  
HEREBY ORDERS, ADJUDGES, AND DECREES THAT THE  
SAME BE ENTERED OF RECORD AND MADE AN ORDER  
OF THIS COURT. IT IS SO ORDERED.

J. P. Mill  
REFEREE

[Signature]  
JUDGE

KENT BRANCHINDIAN VALLEY APARTMENTS  
PLAINTIFFCASE NUMBER K88CVG0978

VS

FINDINGS AND REPORT

KRIS KAMERER  
DEFENDANT

OF REFEREE

rent until the 17th. Heard from her on 8/17/88  
Def. attempted to pay at bank, pl. said no, pl then  
talked to def on the telephone, did not tender rent.  
Prior case - eviction case K87CVG0465.

Kris Kammerer - tenant for almost 5 years, has been  
late before, 2-3 times, after 10th of month. Made  
two attempts to pay at bank, 15th and 17th,  
bank closed on 15th, went to bank on 17th and  
bank would not accept, went home. Def. Eph -  
billing for August and Sept - payment attempted to  
pay on 9/8/88. Attempted to deliver rent on Friday.

In the Findings

Defendant attempted to pay the Defendant's rent on the  
17th of August, the Plaintiff's rent for August, in the  
amount of \$29.00. On the 17th of August, Defendant tendered  
the rent at the bank, the bank contacted plaintiff and was  
instructed not to accept the rent, and plaintiff served

9/26/88  
DATE

J. P. Mill  
REFEREE

KENT

BRANCH

INDIAN VALLEY APARTMENTS  
PLAINTIFFCASE NUMBER K88CVS-0978

VS

FINDINGS AND REPORT

KRIS KAMERER  
DEFENDANT

OF REFEREE

Oct 27 1988

a Notice of Lease Termination and Notice to Leave Premises on defendant, giving defendant 10 days from that date to "discuss the termination of her lease with the landlord." On 9/1/88, plaintiff filed its complaint herein.

2. Defendant testified that she had paid rent late 2-3 times in the past. There was no evidence to show that plaintiff had ever specifically notified defendant, separate from the lease, that late rental would not be accepted.

3. There is no doubt that defendant was late with her August rental payment. However, she tendered that payment, in the amount of \$29.00, on the same day on which defendant began the proceedings to terminate the lease. The only rent cited by plaintiff in the complaint was the August payment of \$29.00. Plaintiff had previously received the rental supplement for defendant from the government, in a substantially greater amount than defendant is payment.

9/26/88  
DATE

J. P. Nail  
REFEREE

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BRANCH

INDIAN VALLEY APARTMENTS  
PLAINTIFFCASE NUMBER K88CV60978

VS

FINDINGS AND REPORT

KRIS KAMERER

OF REFEREE

DEFENDANT

The Notice served on defendant gave defendant the opportunity to meet with the landlord and discuss the termination of the lease. What more could ~~plaintiff~~ defendant do other than to immediately agree to rectify the default. In comparing the respective equities of the parties, it does not seem right to terminate the tenancy and grant restitution of the premises when defendant was prepared to cure the default on the same day on which she was given notice of the default. Weighing and balancing the equities of the parties, referee recommends that the writ of restitution be denied.

9/26/88  
DATESt. P. Hall  
REFEREE