

I. LEASES: AN OUNCE OF PREVENTION

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A. LANDLORD-TENANT LAW LEGISLATIVE UPDATE

In Ohio the residential landlord-tenant relationship is governed under Ohio common law and Ohio Revised Code Chapter 1923 and 5321. In every lease made in Ohio there is an implied covenant of quiet enjoyment.¹ This covenant protects the rights of every tenant to peaceful and undisturbed enjoyment.² A breach in this duty occurs when “the landlord ‘ * * * obstruct[s], interfere[s] with, or take[s] away from the * * * [tenant] in a substantial degree the beneficial use * * * ’ of the leasehold.”³ The extent of a disturbance required for a breach of a covenant for quiet enjoyment is a matter of fact.⁴ A landlord can be found to be in breach of the covenant for “expressly or impliedly” authorizing improper conduct of a third party, including other tenants.⁵ Common law is not the only source for a landlord’s obligation to protect a tenant’s rights of quiet enjoyment. Ohio Revised Code Section 5321.05(A)(8) provide this right as well.

Under Ohio Landlord-Tenant law the term "tenant" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others. R.C. 5321.01(A). A person "entitled to use the premises" includes the person who made the lease as well as the family members and friends who are permitted to live there. The term "landlord" means the owner, lessor, or sublessor of residential premises, his agent, or any person authorized by him to manage the premises or to receive rent from a tenant under a rental agreement. R.C. 5321.01(B). A landlord and tenant relationship is created by "any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of residential premises by one of the parties." R.C. 5321.01 (D)

There is pending only two bills related to these two chapters of the Ohio Revised Code:

H.B. 145

128th General Assembly

(As Introduced)

Reps. Yuko, Murray, B. Williams, Phillips, Foley, Hagan, Luckie, Heard, Chandler, Winburn,

¹ Dworkin v. Paley, 93 Ohio App. 3d 14, 480 N.E.2d 99 (8th Dist. Cuyahoga Cty. 1984).

² Id.

³ Howard v. Simon, 18 Ohio App. 3d 14, 16, 480 N.E. 2d 99, 102 (8th Dist. Cuyahoga Cty. 1984) *citing* Frankel v. Steman, 92 Ohio St. 197 (1915).

⁴ Dworkin, 480 N.E.2d 99 at 638. see also Frankel, 92 Ohio St. 197 at 199.

⁵ Robert S. Schoshinski, *American Law of Landlord and Tenant* §3:7 (1980 & Supp. 2002)

Fende, Ujvagi, Boyd

BILL SUMMARY

- Prohibits any vendor from entering into a land installment contract for real estate that contains a residential structure unless that vendor obtains, and attaches to the contract, a copy of a written appraisal report of the real property and the residential structure conducted within the previous year by a certified residential real estate appraiser and a copy of an inspection of the residential structure conducted by a home inspector who is a member of the American Society of Home Inspectors.
 - Provides that generally any action for forfeiture of a vendee's interest in a property containing a residential structure may be brought only pursuant to an action for forfeiture and restitution under the Land Installment Contract Law.
 - Regulates the execution of a residential lease option contract between a landlord and a tenant, deems such a contract to be a rental agreement that is subject to the Landlord-Tenant Law, provides that a residential lease option contract is not a contract to purchase that is a land installment contract, requires the contract to clearly state that the tenant is renting the property and has all the rights and responsibilities of a tenant, requires the contract to disclose the amount of the option fee, and prescribes the maximum allowable amount of that fee.
 - Prohibits a landlord from offering a residential lease option contract to a tenant unless the contract contains all of the listed information and statements in addition to other requirements in the bill.
 - Requires a landlord to provide the tenant prior to the signing of a residential lease option contract a completed and signed copy of the residential real property disclosure form required under existing law and any other documents required by law.
 - Authorizes a court to find a landlord who fails to substantially comply with the bill's requirements pertaining to the format of and statements in a residential lease option contract liable for monetary damages and to void the contract and authorizes a tenant to seek relief in court for a landlord's failure to comply with the bill.
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128th General Assembly

Sub. H.B. 9

128th General Assembly

(As Reported by H. Financial Institutions, Real Estate, and Securities)

Reps. Celeste and Foley, Garrison, Heard, Okey, Harris, Boyd, Newcomb, Harwood, Koziura, Hagan, Skindell, Stewart, Slesnick, Chandler, Brown, Murray, Mallory, DeBose, Patten, Oelslager, Lehner, Yuko, Moran, Pryor, S. Williams, Pillich, Phillips, B. Williams, Letson, Winburn, Fende, Luckie, Driehaus, Garland, Weddington

Introduced in ohio Senate as SB13

Sens. D. Miller, Morano, Turner, Smith

BILL SUMMARY

- Requires a landlord who is the owner of residential rental property subject to foreclosure to provide written notice of that foreclosure to any tenant of the property.
- Requires a landlord to file an affidavit with the clerk of the court of common pleas certifying that the landlord provided the written notice described in the previous dot point to every tenant of the property.
- Requires the officer taking the lands and tenements to, at least 35 days prior to the date of the sale, cause a written notice of the date, time, and place of sale to be served upon the judgment debtor and upon each other party to the action.
- Requires the landlord to provide each tenant at the property with written notice of the date, time, and place of the scheduled sale of the foreclosed property at least 21 days before the date of the sale at auction.
- Provides that any rental agreement for a residential rental property that is the subject of a foreclosure action must convert to a month-to-month rental agreement upon the court's approval of a sale at auction upon the repeal or expiration of the "Protecting Tenants at Foreclosure Act of 2009."
- Provides for remedies the tenant may recover if a landlord or successor in interest fails to provide the written notice or fails to honor the month-to-month rental agreement.
- Provides for a civil penalty if the landlord fails to provide the tenants with the written notice of the foreclosure and fails to file an affidavit with the clerk of the court of common pleas certifying that the landlord provided the tenants with that written notice.
- Requires the Director of the Department of Commerce to prepare a publication for distribution to owners and tenants of residential properties that are the subject of foreclosure actions and details what information must be included in that publication.

B. FAIR HOUSING ACT AND LOW INCOME HOUSING

In area of Fair Housing the largest number of Ohio Civil Rights Commission and HUD housing discrimination charges relate to disability claims. For example, when a person with a disability, either personally or through some third party, notifies the housing provider of his or her disability and requests an accommodation the landlord cannot simply reject it based on the fact that other tenants have been refused by the management. The burden is incumbent upon the housing provider to either make the accommodation or request documentation or open a dialogue. Shapiro v. Cadman Towers, 51 F.3d 328 (2nd Cir. 1995). In Jankowski Lee & Associates v. HUD, 91 F.3d 891 (7th Cir. 1996), the apartment manager and corporation were found liable for violations of the FHAA 42 U.S.C. Sections 3601 et seq. when the building manager failed to adequately determine whether the tenant was actually handicapped before denying the request for accommodation. The court denied the defendant corporation's

argument that the plaintiff bore the burden of establishing the extent of his handicap and his need for the requested accommodation. *Id.* at 895.

In Roe v. Sugar Mill Associates, 820 F. Supp. 636, 639-40 (D.N.H. 1993), the court held that the owners and managers of a large apartment complex could not evict a mentally ill tenant based on his threatening behavior toward other tenants until "*after* defendants have made reasonable efforts to accommodate his handicap. . .[T]he [Fair Housing] Act requires defendants to demonstrate that no 'reasonable accommodation' will eliminate or minimize the risk he poses to other residents at [the defendant's complex], before they may lawfully evict him." (emphasis supplied). *Accord*, Roe v. Boulder Housing Authority, 909 F. Supp. 814 (D. Col 1996) (involving eviction of a mentally disabled tenant who had physically injured another tenant). These examples not only show that it is not sufficient to treat handicapped tenants "equally," but also demonstrate that it is not "too late" to request an accommodation even after eviction papers have been filed.

In many landlord initiated evictions the tenants may interpose a fair housing claim such as "hostile housing environment", "retaliation" or handicapped discrimination. The Federal Fair Housing Act empowers the US department of Housing & Urban Development (HUD) to certify a state agency such as the Ohio Civil Rights Commission as "substantially equivalent," thus permitting it to enforce the federal fair housing rights of its citizens, and OCRC has been so certified by HUD. 42 U.S.C. §3610(f); 24 C.F.R. §115.204; <http://www.hud.gov/offices/fheo/partners/FHAP/agencies.cfm>, accessed electronically September 15, 2008. When a charge is filed with the OCRC it is duly filed with HUD. <http://www.hud.gov/offices/fheo/partners/FHAP/>, accessed electronically September 15, 2008. Further, a determination of No Probable Cause being made by the OCRC does not bar the initiation of litigation on the same claim. HUD Preamble II, 24 C.F.R. ch. 1, subch. A, app. I; 54 Fed. Reg. 3268 (January 23, 1989) (Agency determination "will not preclude an aggrieved person from filing a civil action under §3613 of the Act."); Turner v. Secretary of U.S. Dept. of Housing and Urban Development, 449 F.3d 536 at 540 (3rd Cir. 2006), cert. denied 127 S. Ct. 998, 166 L. Ed. 2d 712 (U.S. 2007).

Courts have also held that general damages are appropriate in civil rights cases because such damages are difficult to pinpoint and because of the nature of the injury. Walje v City of Winchester, 827 F.2d 10, 13 (6th Cir. 1987). As such, presumed damages are appropriate for nonmonetary harm that cannot easily be qualified:

In the eyes of the law [civil rights are] so valuable that damages are presumed from the wrongful deprivation of it without evidence of actual loss of money, property, or any other valuable thing, and the amount of damages is a question peculiarly appropriate for the determination of the jury, because each member of the jury has personal knowledge of the value of the right.

Id at 12, quoting, Memphis Community School Dist. v Stachura, 477 U.S. 299, 106 S. Ct. 2537, 2545 at n. 14 (1986). See also, Foster v MCI Telecommunications Corp., *supra* at 1120 (in an employment discrimination case, the court upheld the award of damages based on plaintiff's right to be free from employment discrimination); Pembaur v City of Cincinnati, 745 F. Supp. 446, 455 (S.D. Ohio 1990) (Presumed damages may be substituted for ordinary compensatory damages when the injury is likely to have occurred but difficult to establish).

As the above discussion clearly indicates, even though a tenant has not been evicted, because of the legal defenses, both emotional distress and compensatory damages can nonetheless be awarded. There are a range of cases indicating that type of potential liability that could be awarded:

1. Saville v. Boulder Meadows, Disability Compliance Bulletin (June 18, 1998) (mobile home park twice unsuccessfully attempted to evict a 45-year-old single woman disabled tenant living on Social Security income who has been suffering from seizure epilepsy disorder since birth. Tenant filed a counterclaim under the Federal Fair Housing Amendments Act obtaining \$150,000 in damages plus attorneys' fees and costs)
2. Scruggs v. Lincoln Management, (Columbus Dispatch June 6, 1996) (black woman was awarded \$300,000 by jury for an attempt to evict that was racially motivated)
3. Nila Nash-Jackson v. Chennault (landlord order to pay more than \$58,000 because evicted tenant based on her race)
4. Apodacas v. Mazers, (mobile home park owner order to pay a total of \$96,143 -- \$75,000 of it punitive damages violation the federal Fair Housing Act for attempt to evict even though the tenants had planned to buy a home within a year of moving into the park but so injury was distress and the fact they were forced out sooner than they expected)

C. ESSENTIAL PRO-ACTIVE AND REMEDIAL LEASE PROVISIONS

When you are requested to draft a lease you must consider how to apportion risks between the landlord and tenant. For example, does client want you to negotiate a clause permitting the tenant to have a right of first refusal or option to purchase the leased property. In such a case, which has become more common with the present housing crisis, how long is the term of the lease so as to guarantee a rent payment stream? The lawyer in drafting a lease must pay attention not only to the particular lease, but whether it is enforceable,

. how it may affect the rights of other tenants who rent in the shopping center or office building. Careful consideration must be given to early termination rights and lease provisions relating to

service interruptions, landlord defaults, tenant remedies, and casualty and condemnation provisions, all of which create potential liabilities for the landlord or the tenant.

1. Rent, Term and Options to Renew

In drafting a lease you need to make sure the provisions of when the rent is due and if there is a late payment does that waive the breach of nonpayment. Many form leases have a clause that automatically renews for another year if no notice is given by either the tenant or landlord. This is a prescription for a malpractice claim for a lawyer unaware of the requirements of the Ohio's statute of conveyances, R.C. Chapter 5301¹. In order to be valid, a perpetual lease must be created in accordance with this statute. A lease is perpetual if it contains an automatic renewal clause which makes the duration indefinite and uncertain. Barclay Petroleum, Inc. v. Perry (May 31, 1990), Muskingum App. No. CA-89-7. When defectively executed, the lease is invalid and "it is well settled that where a purported lessee takes possession under a defectively-executed lease and pays rent, a tenancy will be implied and is subject to all terms of the purported lease except duration." Ruben v. S.M. & N. Corp. (1993), 83 Ohio App.3d 80, 83, 613 N.E.2d 1101. In lieu of an enforceable lease provision, the duration in an implied tenancy will be based on the payment terms in the invalid lease so that if the tenant pays on a monthly basis, a month to month tenancy will be created rather than a year to year! Id.

2. Grounds for Eviction.

A lawyer drafting a lease can provide guidance to his client and the tenant on when a breach of the lease which can be grounds for eviction. An example of such a drafting is the clause that the Landlord could terminate the agreement for "the Tenant's material noncompliance with the terms of this agreement." The lease defined the term "material non-compliance" in pertinent part, as "(1) one or more substantial violations of the lease," "(2) repeated minor violations of the lease" and "(4) nonpayment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law" See Showe Mgt. Corp. v. Moore, Slip Copy, 2009 WL

¹ According to R.C. 5301.01, "A deed, mortgage, * * * or lease of any interest in real property * * shall be signed by the grantor, mortgagor, vendor, or lessor in the case of a deed, mortgage, land contract, or lease * * *. The signing shall be acknowledged * * * before a judge or clerk of a court of record in this state, or a county auditor, county engineer, notary public, or mayor, who shall certify that acknowledgement and subscribe the official's name to the certificate of acknowledgement." The language contained in the statute is mandatory and expresses the legal requirements necessary to create a valid lease. 380 East Town Assoc. v. Mangus (June 20, 1991), Franklin App. No. 91AP-92.

According to R.C. 5301.08, while leases less than three years long are not within the confines of R.C. 5301.01, "a one-year lease which provides for automatic extensions is a lease for more than three years for purposes of R.C. 5301.01 and 5301.08." Zunshine v. Wallace F. Ackley Co. (Mar. 30, 2000), Franklin App. No. 99AP-531, fn. 1.

1372986 (Ohio App. 5 Dist2009.), 2009 -Ohio- 2312 for an interpretation of the meaning of this clause.

3. When Has the Tenant Left the Premises.

Draft a provision in the lease that the tenant must "return the keys personally to Lessor's office immediately upon vacating the premises." This will avoid issues of when the tenant actually leaves the premises. "A tenant is responsible to the landlord for rent beyond the lease term where he retained the keys to the premises." *Jones v. Simondis* (Mar. 27, 1998), 11 th Dist. No. 97-T-0073, quoting *Griffin v. Currie* (Nov. 25, 1988), 11th Dist. No. 4065, citing *Peters v. Durroh* (1971), 28 Ohio App.2d 245, 277 N.E.2d 69. See also *Stile v. Rambler* (Sept. 28, 1983), 9th Dist. No. 11097 (tenants did not relinquish keys to the landlord until the fifth of June, thus, did not relinquish possession of the premises until that date).

4. Holdover tenants

The Ohio Landlord-Tenant law provides for a periodic tenancy, weekly, monthly or yearly. O.R.C. § 5321.17. This may arise either under a written lease, or without a lease under Ohio law. In a periodic tenancy, there is no obligation on the part of either the landlord or the tenant to continue a tenancy past any given rental period. With a one-year lease, a tenant will typically be required to pay rent on a monthly basis, but will be obligated to pay rent until the entire lease period has expired. Similarly, the landlord can only evict the tenant for cause during the duration of the lease. In a periodic tenancy, either the landlord or the tenant can terminate the tenancy on proper notice, usually defined as a full rental period (the period between when rent payments are due). If a lease expires but the tenant doesn't move, the tenancy is typically automatically transformed into a periodic tenancy, based upon the period between rent payments. That is, if rent is due once per month, either the landlord or tenant can terminate the tenancy on a month's notice.

If a tenant stays past the end of a lease term without the landlord's permission, the tenant becomes known as a "holdover tenant". A holdover tenancy is typically treated as a periodic tenancy, particularly if the landlord accepts a rent payment for the tenant's residence after the expiration of the lease. The landlord may decline to accept payment for any post-lease residence, and instead seek to evict the holdover tenant. Also, be aware that many leases provide that a lease will be automatically renewed unless the tenant provides notice sometime usually 30 to 60 days before the date of the lease expiring.

D, SCREENING AND QUALIFYING PROSPECTIVE TENANTS' LEGALLY

Landlord's are employing practices like checking potential tenants' credit and criminal history before renting to them. This may be a wise decision, but can lead to lawsuits if done inconsistently or not following the Fair Credit Reporting Act.

The basis for the landlord's decision not to rent to a person with a criminal history seems to be a

belief that even though a person has served his time for his wrongful acts it would be dangerous to permit him to live at their property. This decision is often reached without discussing the factual circumstances with the applicant, who often is black or a male, that led to his conviction. It ignores any mitigating circumstances including the length of time the person has been a good citizen, the crime was done as a young man or the rehabilitation of the person since leaving prison.

Individuals with criminal records face many challenges upon leaving prison, but the most immediate need is to secure housing. The difficulty to find affordable housing is compounded by the overly restrictive rental policies excluding persons with a criminal record from renting that many landlords in Cuyahoga County have adopted. These policies have the effect of denying housing opportunities to mainly African-American and male housing applicants. Each year approximately 5,000 to 7,000 individuals return to Cuyahoga County from Ohio's prisons. *Key Data on Re-Entry*, Cuyahoga Board of County Commissioners, Department of Justice Affairs, Office of Reentry, accessed electronically at <http://ja.cuyahogacounty.us/en-US/office-reentry.aspx>, 10/22/09. The demographics of this group are that 71% are African-American and 83% are male. *Id.* Over 25% of these individuals had no housing prior to incarceration. *Id.* In 2008, Cuyahoga County, received roughly 27% of Ohio prisoners being released, the highest number of returning prisoners of all 88 counties in the State. *Comprehensive Report*, Cuyahoga Board of County Commissioners, Department of Justice Affairs, Office of Reentry, 1/1/2009 - 9/14/2009, accessed electronically at <http://ja.cuyahogacounty.us/en-US/office-reentry.aspx>, 10/22/09.

What these statistics mean is that any rental policy restricting persons from renting because of criminal conviction have a disparate impact on race, sex [male], and disability [former drug users]. While some policy limiting the rental to certain persons convicted of criminal conduct [e.g. sexual predators in an apartment with children] is valid in many cases, landlords simply issue a blanket rule prohibiting all persons with a felony conviction or in some cases even misdemeanors. Further, these rules may be used to intentionally discriminate based on race or sex when a landlord permits white or female applicants with criminal records to rent, but deny such an opportunity to African-Americans or males.

As for credit checks remember that all information you learn from a credit report must be held in strictest confidence, and never shared with third parties. Your applicant may have a right to the report—check the Fair Credit Reporting Act (FCRA) <http://www.ftc.gov/os/statutes/031224fcra.pdf> to be sure you clients are compliant. If they reject an applicant for credit reasons, they must advise them in writing. I would urge you to have small landlords consider having a reputable, professional tenant screening service handle their background screening to ensure all practices are within the guidelines of the FCRA.

E. SECURITY DEPOSITS AND PERSONAL GUARANTORS: GETTING KEEPING REFUNDING

One of the most litigated matters is the issue of security deposits. A tenant may raise the claim for return of their security deposit. In Smith v. Padgett (1987), 32 Ohio St.3d 344, the Ohio Supreme Court concluded that “[a] landlord should not be allowed to escape the intent underlying the R.C. 5321.16(C) penalties by making a list of deductions. A landlord will not be deterred from making unfounded deductions from a security deposit if the penalties provided by R.C. 5321.16(C) can be avoided by tendering a list of facially justifiable reasons for the deductions.” *Id.* The court expressly held that “under R.C. 5321.16(B) and (C), a landlord who wrongfully withholds a portion of a tenant's security deposit is liable for damages equal to twice the amount wrongfully withheld and for reasonable attorney fees. Such liability is mandatory, even if the landlord gave the tenant an itemized list of deductions from the deposit pursuant to R.C. 5321.16(B.)”

F. LATE FEES: HOW MUCH IS TOO MUCH?

Ohio courts have upheld as reasonable late fees of \$10.00 a month, \$50.00 and 18% interest on any unpaid rent. When a late fee is too much depends on R.C. 5321.14 which provides:

- (A) If the court as a matter of law finds a rental agreement, or any clause thereof, to have been unconscionable at the time it was made, it may refuse to enforce the rental agreement or it may enforce the remainder of the rental agreement without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.
- (B) When it is claimed or appears to the court that the rental agreement, or any clause thereof, may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its setting, purpose, and effect to aid the court in making the determination."

The doctrine of unconscionability is generally perceived as a limitation on the freedom of contract. Its basic purpose is to prevent oppression and unfair surprise. Deutsche Bank Natl. Trust Co. v. Pevarski, 4th Dist. No. 08CA52, 2010-Ohio-785, P 30. Broadly speaking, a contract is unconscionable " 'where one party has been misled as to the "basis for the bargain," where a severe imbalance in bargaining power exists, or where specific contractual terms are outrageous.' " *Id.* at P 31, quoting Orlett v. Suburban Propane (1989), 54 Ohio App.3d 127, 129.

As explained by the Eighth District Court of Appeals in **Martin v. Byke**, 8th Dist. No. 88878, 2007-Ohio-6816, P 28-30: " 'Unconscionability is generally recognized to include an absence of meaningful choice on the part of one of the parties to a contract, combined with contract terms that are unreasonably favorable to the other party.' " Collins v. Click Camera & Video, Inc. (1993), 86 Ohio App.3d 826, 834. 'Unconscionability thus embodies two separate concepts: 1) unfair and unreasonable contract terms, i.e., "substantive unconscionability," and 2) individualized circumstances surrounding each of the parties to a contract such that no voluntary meeting of the minds was possible, i.e., "procedural unconscionability" * * *. These two concepts create what is, in essence, a two-pronged test of unconscionability. One must allege and

prove a "quantum" of both prongs in order to establish that a particular contract is unconscionable.' Id., quoting White & Summers, Uniform Commercial Code (1988) 219, Section 4-7.

“Substantive unconscionability concerns the actual terms of the agreement and whether the terms are unfair and unreasonable. Collins, supra, at 834. Contract clauses are unconscionable where the 'clauses involved are so one-sided as to oppress or unfairly surprise [a] party.' Neubrand v. Dean Witter Reynolds, Inc. (1992), 81 Ohio App.3d 308, 311-312.

"Procedural unconscionability involves the circumstances surrounding the execution of the contract between two parties and occurs where no voluntary meeting of the minds was possible. Collins, supra, at 834. In determining procedural unconscionability, a court should consider factors bearing on the relative bargaining position of the contracting parties-including age, education, intelligence, business acumen, and experience in similar transactions-whether the terms were explained to the weaker party, and who drafted the contract. Id.,citing Johnson v. Mobile Oil Corp. (E.D.Mich.1976), 415 F.Supp. 264, 268."

R.C. 5321.14(B) provides that the court shall determine the issue of unconscionability whenever "it is claimed or appears to the court that the rental agreement * * * may be unconscionable ." (Emphasis added.) The best answer to the question is that when dealing with a potential tenant you should urge the landlord to treat him or her like a son or daughter. A large late fee is likely to be viewed as punitive and therefore unconscionable.

Exhibit 1

IN THE MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

LANDLORD)	CASE NO.
)	
3214 Prospect Avenue, East)	
Cleveland, Ohio 44115-2600)	
)	JUDGE
Plaintiff)	
)	
-vs-)	<u>COMPLAINT FOR FORCIBLE</u>
)	<u>ENTRY AND DETAINER AND</u>
TENANT)	<u>MONEY</u>
)	
)	
)	
)	
Defendants)	
_____)	

CAUSE OF ACTION ONE

1. This cause of action arose in the City of, Ohio, Cuyahoga County.
2. The plaintiff and the defendants entered into a Lease Agreement for the rental of real property located at .

3. Defendants have breached the Lease Agreement by not paying the full amount of rent for

4. The plaintiff's are the owner of this property and have served the required three day notice to the leave the premises on _____ the defendants. A copy of the notice is attached as Exhibit A.

5. The defendants have failed to leave the premises requiring the filing of this lawsuit.

CAUSE OF ACTION TWO

6. As a result of the nonpayment of rent, plaintiffs have been damaged by the nonpayment of rent, late charges, and future rent owing under the lease until the premises can be re-leased and the cost of advertising for the premises in an amount to be determined at trial.

7. Plaintiffs have not inspected the real property above mentioned and hereby would specifically reserve the right to amend this Complaint to include amounts for money for repairs of damage caused by defendant to this dwelling.

WHEREFORE, plaintiffs demands judgment against the defendants in the issuing a writ of detainer be issued to recover the premises and the amount of damages incurred to be proven at trial with 10% interest per annum from judgment and the cost of this action.

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(216) 431-5300

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