



**Legal Aid of
Western Ohio, Inc.®**

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www.lawolaw.org



May 20, 2020

Sandusky Municipal Court
222 Meigs
Sandusky, Ohio 44870

RE: CARES Act and the impact on eviction filings

Dear Honorable Erich J. O'Brien:

We are writing to you on the issue of the impact of the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on newly filed evictions. This new legislation prohibits the filing of new eviction actions after March 27, 2020, by covered housing providers for at least 120 days. Any evictions filed in contradiction to this ban should be void and should be dismissed for lack of subject matter jurisdiction.

We ask the court to take the following steps in eviction actions filed after March 27, 2020 to ensure compliance with the CARES Act and to protect tenants covered by the CARES Act:

1. In nonpayment of rent evictions, require that the Plaintiff file an affidavit addressing the CARES Act provisions.
2. Dismiss without prejudice for lack of subject matter jurisdiction cases that are filed in violation of the CARES Act or that do not include an affidavit that the premises is not a covered property under the CARES Act.
3. Strike any eviction complaint dismissed under this provision from the Court's records, including the online docket.
4. Post a summary regarding the protections afforded to tenants under the CARES Act in the courtroom(s) where evictions are held and send a copy of the summary to each defendant in an eviction action in the summons.

We are also providing you with sample materials and resources to implement our recommendations. The basis for these requests is described below.

Although we are not aware of any published order, it appears that most eviction cases have been continued until June 16th or after.

A copy of the CARES Act can be found at <https://www.congress.gov/116/bills/hr748/BILLS-116hr748eas.pdf>. Section 4024 establishes the eviction moratorium and begins on page 561 of the bill.

1. Prohibited Actions:

The eviction moratorium operates by restricting lessors of covered properties (discussed in more detail below) from filing new eviction actions for “nonpayment of rent or other fees or charges” (Section 4024(b)(1), page 564, lines 6-10) and also prohibits “charg[ing] fees, penalties, or other charges to the tenant related to such nonpayment of rent.” (Sec. 4024(b)(2), page 564, lines 11-12).

The eviction moratorium is in effect for 120 days from March 27, 2020. (Section 4024(b), Page 564, lines 3-4). After the 120 days has passed, assuming no other extending legislation is enacted, the landlord must provide a 30-day notice of termination to proceed with an eviction for nonpayment of rent. The landlord must wait to serve the 30-day notice of termination until after the moratorium period expires. (See Sec. 4024(c), page 564, lines 13-20).

2. Types of housing covered under the federal eviction moratorium:

Section 4024 of the CARES Act protects tenants with or without a valid lease under state law. (Sec. 4024(a)(1)(A), page 561, lines 6-9).

The major limitation on applicability is that the landlord must be in some way funded, supported by, or connected to the federal government for a federal restriction to apply. Congress drafted this bill to apply very broadly within this restriction. Therefore, the eviction moratorium applies to:

Any housing covered by the Violence Against Women Act (VAWA) (34 USC 12491(a)), (Section 4024(a)(2)(A)(i), page 561, lines 14-17) which includes all subsidized housing that municipal and county courts regularly see:

- Public Housing
- Section 8 Housing Choice Vouchers
- Section 8 project-based housing
- Rural Development
- LIHTC housing

The CARES Act also applies to several other types of housing:

- Any housing using the rural housing voucher program (Section 4024(a)(2)(A)(ii), page 561, lines 18-20)
- Any housing where the owner has a federally backed mortgage loan or a federally backed multifamily mortgage loan. (Section 4024(a)(2)(B), page 561, lines 21). These include mortgages that are private loans that are federally insured by the Federal Housing Administration (FHA), Veterans Affairs (VA), and the U.S. Department of Agriculture (USDA). These also include mortgages that are private loans that are federally insured by the Federal National Mortgage Association (“Fannie Mae”) and

the Federal Home Loan Mortgage Corporation (“Freddie Mac”) which are in conservatorship of the Federal Housing Finance Agency.¹

The clear intent of this new federal legislation is that all housing that receives assistance from the federal government is included under the moratorium. It applies to anything handled by Public Housing Authorities, but also many private landlords.

We have attached information to help you to identify whether a property is covered by the CARES Act. We have attached a list of federally subsidized multi-family complexes located within the jurisdiction of Sandusky Municipal Court from the National Housing Preservation Database, which can be searched at <https://preservationdatabase.org/> We have also attached a list of multifamily properties with a federally backed mortgage from the National Low Income Housing Coalition, available at <https://nlihc.org/federal-moratoriums>. This database only allows you to search by city or zip code, but the researchers have provided us with the entire database for Ohio.

However, these lists are not comprehensive, because the lists do not include properties where the tenant is receiving assistance under a voucher program, nor do they include single-family properties secured by a federally backed mortgage.

Please see enclosed a judicial bench card which you may wish to use in determining when the CARES Act applies.

3. What should the Court do about this?

We ask the Court to take four steps to ensure compliance with this emergency provision.

1. In every eviction filed between March 27 and July 25, 2020, for nonpayment of rent, require that the Plaintiff file the attached (or similar) affidavit, confirming:
 - The property is not a recipient of federal rental assistance applicable under the CARES Act;
 - Whether there is a mortgage on the property; and
 - If the property is mortgaged, a letter from the lender stating that the mortgage is neither federally insured, backed, or guaranteed. The letter is necessary because federal insurance, backing, or guarantees of mortgages are not something that can easily be obtained or verified by anyone other than the borrower. Neither the Recorder’s office nor the Auditor would have any way of knowing that information.
2. Any eviction for nonpayment of rent filed between March 27 and July 25, 2020 which violates the CARES Act or does not include an affidavit that the premises is not a covered property under the CARES Act should be dismissed without prejudice for lack of subject matter jurisdiction.

¹ Federal Housing Finance Agency became conservator of Fannie Mae and Freddie Mac on September 6, 2008 as a result of the financial crisis. See <https://www.fhfa.gov/Conservatorship/Pages/History-of-Fannie-Mae--Freddie-Conservatorships.aspx>.

3. Any eviction complaint dismissed under this provision should be stricken from the Court's records, including the online docket. The tenant should not find themselves unable to find other housing because they have an eviction "on their record" when the landlord acted contrary to law by filing the eviction. Recognizing that a dismissal is not an eviction, many potential landlords do not get far enough into the court record to see that an eviction was dismissed, looking instead only at the fact one was filed. It would be unjust for an illegally filed eviction complaint to have long term harm to the tenant.
4. Post the enclosed summary regarding the protections afforded to tenants under the CARES Act in the courtroom(s) where evictions are held and send a copy of the summary to each defendant in an eviction action in the summons.

We welcome the opportunity to discuss these requests with you. If you would like to discuss this further, please call me at (419)930-2480 or email me at dzanni@lawolaw.org.

Sincerely,

A handwritten signature in cursive script that reads "Denise Zanni" followed by a stylized flourish or initials.

Denise Zanni
Attorney at Law

State of Ohio

County of _____ } ss;
}

I, _____ having been duly sworn and cautioned according to law, hereby state as follows:

1. I am the Plaintiff or an authorized agent of the Plaintiff in the above captioned matter, and have personal knowledge of the contents

2. I have personal knowledge because _____

3. The property does not participate in any of the following federally assisted rental housing programs:

- Public housing (42 U.S.C. § 1437d)
- Section 8 Housing Choice Voucher program (42 U.S.C. § 1437f)
- Section 8 project-based housing (42 U.S.C. § 1437f)
- Section 202 housing for the elderly (12 U.S.C. § 1701q)3
- Section 811 housing for people with disabilities (42 U.S.C. § 8013)
- Section 236 multifamily rental housing (12 U.S.C. § 1715z-1)
- Section 221(d)(3) Below Market Interest Rate (BMIR) housing (12 U.S.C. § 17151(d))
- HOME (42 U.S.C. § 12741-et seq.)
- Housing Opportunities for Persons with AIDS (HOPWA) (42 U.S.C. § 12901, et seq.)
- McKinney-Vento Act homelessness programs (42 U.S.C. § 11360, et seq.)4
- Section 515 Rural Rental Housing (42 U.S.C. § 1485)
- Sections 514 and 516 Farm Labor Housing (42 U.S.C. §§ 1484, 1486)
- Section 533 Housing Preservation Grants (42 U.S.C. § 1490m)
- Section 538 multifamily rental housing (42 U.S.C. § 1490p-2)
- Low-Income Housing Tax Credit (LIHTC) (26 U.S.C. § 42)

4. Check one of the following:

_____ The property is not secured by a mortgage.

_____ The property is secured by a mortgage, but that mortgage is not funded, backed, or insured by the federal government or any of its subsidiaries, including Fannie Mae or Freddie Mac, as evidenced by the attached letter from the mortgage servicer.

5. I or my authorized agent has searched for every unsatisfied mortgage on the property, and contacted Fannie Mae and Freddie Mac

() by phone at _____ or

() by an online database _____ containing records which indicate whether the mortgage is owned or insured by Fannie Mae and Freddie Mac.

I have verified that the mortgage is not owned or insured by Fannie Mae or Freddie Mae.

6. This eviction is therefore not covered by the CARES Act Eviction Moratorium.

The above statements are true and accurate to the best of my knowledge and belief, under penalty of the law and perjury.

Plaintiff

The foregoing was acknowledged before me on this _____ day of _____, 2020

by _____.

Notary Public

ATTENTION TENANTS

You May Be Protected by the Coronavirus Aid, Relief, and Economic Security Act
(CARES Act)

The CARES Act prohibits some landlords from filing new eviction actions after March 27, 2020 for non-payment of rent or other fees or charges for at least 120 days, or until July 25, 2020.

The CARES Act protects people who live in one of the following types of housing:

- Public housing and other federally subsidized housing, like Section 8 Project-Based housing or Section 8 Voucher Program;
- Housing that participates in the “rural housing voucher program under section 542 of the Housing Act of 1949”; and
- Housing that has a mortgage loan backed by a federally controlled entity such as Fannie Mae or Freddie Mac.

If you live in any of those types of housing, your landlord is not allowed to file a new eviction action against you for non-payment of rent or other fees or charges until July 25, 2020.

It is not easy to determine whether your property is protected by the CARES Act. You can try to find out by asking your landlord or doing the research yourself.

You might need help from an attorney.

You can apply for free legal assistance from the legal aid office serving this county by contacting:

Advocates for Basic Legal Equality, Inc. and Legal Aid of Western Ohio, Inc.
Phone Number: 888-534-1432
Website: www.legalaidline.org

Additionally, you might need rental assistance or other help to locate other housing. Your city or county may have additional information about such programs. You can call your local United Way for information about assistance programs in your area.



Advocates for Basic
Legal Equality, Inc.



Legal Aid of
Western Ohio, Inc.

EVICTION PACKETS

AVAILABLE ON LINE AT

<http://www.ci.sandusky.oh.us/community-dev/dh-fairhousing.htm>

Packet Fee: \$2.00

ACCT # 433-4230-46413

\$115.00 FILING FEE FOR ACTUAL EVICTION

CONTENTS INCLUDES ALL PAPERS NEEDED TO PROCESS AN EVICTION

FOR LEGAL ADVICE/ASSISTANCE

CONTACT:

LEGAL AID HOTLINE: 1-888-534-1432

**OR APPLY ON LINE AT
WWW.LEGALADLINE.ORG**

PLEASE READ THE HOUSING

COURT INSTRUCTIONS

CAREFULLY

EFFECTIVE IMMEDIATELY: PROCEDURE FOR FILING EVICTION COMPLAINTS

LANDLORDS MAY FILE AN EVICTION COMPLAINT ANY TIME WITHOUT HAVING THE COMPLAINT REVIEWED.

EVICTON PACKET GUIDELINES & INFORMATION

****IMPORTANT HOUSING COURT INSTRUCTIONS****

- [1] READ ALL INSTRUCTIONS THOROUGHLY
- [2] WHEN FILLING OUT THE COMPLAINT, REFER TO THE EXAMPLE FORMS.
- [3] NEATLY PRINT OR TYPE ALL FORMS
- [4] HAVE THE COMPLAINT COMPLETELY FILLED OUT WHEN YOU COME IN TO FILE YOUR EVICTION.
- [5] WHEN FILING, HAVE THE ORIGINAL AND ONE COPY OF THE COMPLAINT FOR **EACH** DEFENDANT.
- [6] *WHEN FILING, HAVE THE \$115.00 FILING FEE WITH YOU.
- [7] THE HOUSING COURT REFEREE AND FAIR HOUSING STAFF **MAY NOT** ASSIST YOU IN FILLING OUT THE FORMS.
- [8] IF YOU ARE UNABLE TO FILL OUT THE FORMS YOURSELF, YOU SHOULD PROBABLY CONTACT AN ATTORNEY.
(*NOTE: INCREASE IN FILING FEES)

**MAKE SURE
YOU HAVE READ
ALL OF THE ABOVE
CAREFULLY**

HOUSING COURT RULES

The following rules have been promulgated for the Housing Court Division of the Sandusky Municipal Court. Cases to be heard by the Housing Magistrate shall include, non-jury forcible entry and detainer actions, related claims for back rent and damages, rent escrow cases, and housing code violation cases.

LANDLORD / TENANT ACTIONS

Eviction actions, legally known for forcible entry and detainer (FED) actions may be filed by plaintiffs without the service of an attorney.

INDIVIDUALS MAY ONLY REPRESENT THEMSELVES. they may not represent corporations, partnerships, or other individuals. Private individuals desiring to file FED actions shall obtain court approved forms and completed sample forms from the Housing Office at "no charge". Copies of the forms may be used for subsequent FED actions. A copy of the Housing Court Rules shall be given to all private individuals filing FED actions.

Complaints and all other pleadings shall be typed or printed. Pleadings which are not typed or printed will not be filed. Individual landlords filing evictions form property in Bayview, Perkins Township, and the Village of Castalia shall be required to pay the filing fee, plus a surcharge equal to ten percent (10%) of the filing fee.

Normally, hearing dates should be set within 20 days from the date of filing of the complaint. **Eviction hearings will be set on Tuesdays, Wednesdays and Thursdays at 3:30 p.m.** At the time of the eviction hearing, the plaintiff and the plaintiff's attorney (if any) shall be present or the case may be dismissed. No continuances of longer than 7 days will be granted and continuances will only be granted in accordance with Section 1923.08 of the Ohio Revised Code.

If the defendant fails to appear at the hearing for possession, no default judgment on the cause of action shall be ordered unless testimony is taken from the plaintiff regarding the proper form and service of the 3-day notice on the defendants as well as the reason why possession of the property is being sought. If a second cause of action has been filed alleging money damages, after the issue of possession has been determined, the case will be continued for the defendant to answer within 28 days of the filing of the complaint.

In cases where the defendant files an answer, the case will be set for a hearing. If the defendant fails to appear or otherwise defend, default judgment may be entered.

In any hearing before the Housing Court Magistrate, the Ohio Rules of Civil procedures apply. After the hearing, the Magistrate shall prepare a Magistrate's Decision, which may immediately be approved, disapproved, or modified by the judge.

In cases where a writ of restitution is issued, the bailiff will serve the defendant with the writ. Once the writ is served, the landlord may take possession of the property back.

IMPORTANT NOTICE

WHEN FILING AN EVICTION COMPLAINT YOU MUST HAVE THE FOLLOWING:

- 1] THE ORIGINAL COMPLAINT AND COPIES FOR EACH DEFENDANT;**
- 2] THE FILING FEE OF \$115.00 (1 or 2 TENANTS) \$10.00 EACH ADDITIONAL TENANT.**
- 3] INDIVIDUAL LANDLORDS FILING EVICTIONS FOR PROPERTY IN BAYVIEW, PERKINS TOWNSHIP, AND THE VILLAGE OF CASTALIA SHALL BE REQUIRED TO PAY THE FILING FEE, PLUS A SURCHARGE EQUAL TO TEN PERCENT (10%) OF THE FILING FEE.**

WHEN INQUIRING ABOUT YOUR CASE, YOU MUST BE ABLE TO PROVIDE THE CASE NUMBER.

RENT ESCROW PROCESS

Rent escrow is the process that by which a tenant to pay rent to the court instead of the landlord. This process allows a tenant to take action against a landlord to make repairs to a rental property. The specific law that governs this process is found in sections 1923.061, 5321.07, and 5321.08 and Ohio Revised Code.

You may escrow rent if your landlord has violated his repair obligations that materially affect your health and safety. Examples include:

1. Failing to keep electrical, plumbing, or heating in good working order.
2. Failing to supply heat and hot water at all times.
3. Failing to make necessary repairs to make the rental unit livable.

Before you escrow your rent with the Court the law requires the following:

1. You **MUST** give your landlord written notice of the violations. You may either mail it to him or her or deliver it personally. If you want to be sure your landlord receives the notice you may send it by certified mail or "return receipt requested". Always make a copy of the notice before you send it.
2. The notice **MUST** identify the specific violations.
3. You **MUST** give your landlord a reasonable amount of time to correct the violations, about 30 days. If the violations are severe, such as no heat, 48 hours may be considered a reasonable amount of time.
4. You **MUST** be current with your rent. It is important that you always get and keep receipts whenever you pay your rent.
5. The violations must **NOT** be caused by your own actions.
6. The condition **MUST** materially affect ones health and safety. This process cannot be used for purely cosmetic repairs such as mildly peeling paint.

If your landlord has failed to make the requested repairs you may then go to the Clerk of Courts and ask to escrow your rent the next time your rent is due. Bring your rent, the written notice you gave to your landlord, the certified returned receipt (if you mailed the written notice), and rent receipts to show that you are current in rent. You should also request to have the rental unit inspected by contacting your local Code Enforcement office.

The Clerk will give you an application to fill out. Attach the notice to the application.

The Clerk will notify the landlord that you have escrowed your rent. You can petition the court to release the rent to pay for the repairs.

****This information should in no way be construed as legal advice. It is intended only as informational and for the sole purpose of informing the general public of the basic rent escrow process. If you feel you may need legal advice, free legal assistance is available through Legal Aid of Western Ohio (LAWO) for those who qualify. You may contact LAWO by calling the Legal Aid Line at 1-888-534-1432 or you may apply online at www.legalaidline.org.****

DEFAULT JUDGEMENTS

Landlords may obtain default judgments against their tenants for back rent owed. If a landlord is seeking additional reimbursement for damages to the property, or if the tenant appears at the eviction hearing, a second hearing must be held.

IMPORTANT INFORMATION ON DAMAGE CLAIMS

Questions have arisen concerning the information required in the Second Cause of Action of eviction complaints. The Second Cause of Action is the request for damages arising from the tenancy. The First Cause of Action is the request to obtain possession of the property back. The First Cause of action will generally be scheduled approximately fourteen days after the complaint is filed. The Second Cause of Action will be scheduled after the First Cause of Action has occurred and will take place approximately sixty to ninety days after the complaint has been filed.

When filling out the Second Cause of Action, an amount that is owed is requested. That amount should reflect the total amount which is owed at that time, including all rent, utilities and reimbursement for known property damages. It is understood that damages may exist in the rental property which cannot be determined until after the tenant vacates the property. One may attempt to recover these additional damages if the proper language is added to the complaint. If additional damages are anticipated, the following language should be added to your complaint, "Plaintiff further requests compensation for any additional damages which are found accrue after the tenants vacate."

IF YOU DO NOT ADD THIS LANGUAGE TO YOUR COMPLAINT, OR AMEND YOUR COMPLAINT BEFORE THE SECOND CAUSE HEARING, YOUR RECOVERY WILL BE LIMITED TO THE ORIGINAL AMOUNT STATED.

NOTICE TO LEAVE PREMISES

(FOR RESIDENTIAL PROPERTY ONLY)

To: _____ Tenant:

You will please notice I want you on or before _____, 20____

To leave the premises you now occupy, and which you have rented of _____ situated and described as follows:

_____ in the Sandusky, County of Erie and State of Ohio.

Grounds: _____

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.

_____, Landlord
Date _____ Landlord's Address _____

NOTICE TO LEAVE PREMISES

_____, Plaintiff

VS.

_____, Defendant

MEMORANDUM

One the _____ day of _____
200____, I served the within notice on the within
named _____, Defendant

by leaving a written copy thereof

I, "With him (him (or her or them personally," or,
"at his (or her, or their) usual place of abode."

(This notice should be served on the
defendant personally, if he can be conveniently found.)

**IN THE SANDUSKY MUNICIPAL COURT
SANDUSKY, OHIO**

Plaintiff

COMPLAINT

VS.

No: _____

Defendant

FIRST CAUSE OF ACTION

1. Defendants, _____ on or before the _____ day of _____ 20_____, as tenants of the plaintiff _____ under a _____ enter upon the following described premises, situated in the City of _____ County of Erie, State of Ohio and known as _____.

2. The term of such tenancy expired on the _____ day of _____, 20_____

Or

3. Defendant has violated the terms of such written lease agreement, as follows:

Or

(1) Insert the words applicable: "an oral month to month tenancy," "an oral week to week tenancy," "a written lease, a copy of which is attached hereto as Exhibit A" or such other term appropriate.

4. Defendant has failed to fulfill duties imposed upon defendant by Ohio Revised Section 5321.05 that materially affects health and safety, as follows:

and notice of the termination of the lease agreement as of the _____ day of _____, was given to defendant on the _____ day of _____, 20____ in accordance with Ohio Revised Section 5321.11 and defendant has failed to remedy the condition.

2. On the _____ day of _____, 20____, plaintiff_ duly served upon defendant_, in the form required by Ohio Revised Code Section 1923.04, a notice in writing to leave said premises. (A copy of which is attached)

3. Defendant_, therefore, has even since the _____ day of _____, 20____ and does still unlawfully and forcibly detain the Plaintiff_ possession of said premises.

SECOND CAUSE OF ACTION

5. Plaintiff_ incorporate_ herein by reference paragraphs 1 through 4 of this Complaint as is fully written.

6. Under the terms of the lease agreement, defendant_ agreed to pay plaintiff_ as rent for said premises the sum of \$_____ per _____, Defendant_ has_ failed to pay plaintiff rent for said premises for the period from the _____ day of _____, 20____ and, therefore, is indebted to plaintiff_ in the sum of \$_____

Wherefore, plaintiff_ demands restitution of said premises and judgment in favor of plaintiff_ against defendant_ for the sum of \$_____, with interest thereon from the _____ day of _____, 20____, at the rate of ____ percent per annum and costs.

PLAINTIFF FURTHER REQUESTS COMPENSATION FOR ANY ADDITIONAL DAMAGES WHICH ARE FOUND ACCRUED AFTER THE TENANTS VACATE.

Plaintiff further requests that the Court issue an order requiring defendant to vacate said premises by a specified date

(Plaintiff)

(Phone Number)

(Address)

- (2) This date must be at least 30 days after the receipt of the notice by defendant.
- (3) If damages for breach of any other condition of the lease are claims, the allegations concerning such claims should be inserted above.

IN THE MUNICIPAL COURT OF SANDUSKY, OHIO

Plaintiff : Case No.

-VS-

Defendants : PRECIPE

: : : :

Please cause Writ of Restitution to be issued and served by the Bailiff upon
Defendants, _____
_____ Defendant, restoring Plaintiff to the lawful possession of the premises known as
_____, Sandusky, Ohio, in all
Accordance with the judgment of this Court.

Plaintiff

NOTICE TO LEAVE PREMISES

(FOR RESIDENTIAL PROPERTY ONLY)

PLEASE LOOK THIS OVER!!

To: Don and Donna Defendants Tenant: _____

You will please notice I want you on or before November 9, 2008

To leave the premises you now occupy, and which you have rented of Paul Plaintiff
situated and described as follows:

House located at 200 Oak Avenue

Sandusky, County of Erie and State of Ohio.

Grounds: non-payment of rent

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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.

November 2, 2008 _____ Paul Plaintiff _____, Landlord

Date

Landlord's Address 100 Main Street

Sandusky, Ohio

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.

NOTICE TO LEAVE PREMISES

Paul Plaintiff, Plaintiff

VS.

Don and Donna Defendant, Defendant

MEMORANDUM

One the 2nd day of November
2008, I served the within notice on the within
named Don and Donna Defendant, Defendant

by leaving a written copy thereof
with them personally

I, "With him (him (or her or them personally," or,
"at his (or her, or their) usual place of abode."

(This notice should be served on the
defendant personally, if he can be conveniently found.)

SAMPLE

**IN THE SANDUSKY MUNICIPAL COURT
SANDUSKY, OHIO**

Paul Plaintiff

100 Main St. Sandusky, Ohio 44870

Plaintiff

COMPLAINT

VS.

Dan and Donna Defendant

No: _____

200 Oak Ave., Sandusky, Ohio 44870

Defendant

FIRST CAUSE OF ACTION

1. Defendants, Dan and Donna Defendant on or before the first day of April 2007, as tenants of the plaintiff Paul Plaintiff under a (1) written six month lease, a copy of which is attached entered upon the following described premises, situated in the City of Sandusky, County of Erie, State of Ohio and known as 200 Oak Avenue.

2. The term of such tenancy expired on the 30th day of September, 2007.

Or

3. Defendants have violated the terms of such written lease agreement, as follows:

Defendants have failed to make the rental payment due on June 1, 2007 and all subsequent payments.

Or

(1) Insert the words applicable: "an oral month to month tenancy," "an oral week to week tenancy," "a written lease, a copy of which is attached hereto as Exhibit A" or such other term appropriate.

(4) Defendants have failed to fulfill duties imposed upon defendants by Ohio Revised Section 5321.05 that materially affects health and safety, as follows: Defendants have failed to dispose of their rubbish and garbage in a safe and sanitary manner

and notice of the termination of the lease agreement as of 1st day of November, 2007 was given to defendants on file 1st day of September, 2007 in accordance with Ohio Revised Section 5321.11 and defendant has failed to remedy the condition.

5. On the 2nd day of November, 2007, plaintiff duly served upon defendants, in the form required by Ohio Revised Code Section 1923.04, a notice in writing to leave said premises. (A copy of which is attached)

6. Defendants, therefore, have ever since the 9th day of November, 2007 and does still unlawfully and forcibly detain the plaintiff possession of said premises.

SECOND CAUSE OF ACTION

7. Plaintiff incorporate s herein by reference paragraphs 1 through 4 of this Complaint as is fully rewritten.

8. Under the terms of the lease agreement, defendant agreed to pay plaintiff as rent for said premises the sum of \$ 300.00 per month. Defendants have failed to pay plaintiff rent for said premises for the period from the 1st day of June, 2007 and, therefore, is indebted to plaintiff in the sum of \$ 1200.00

Wherefore, plaintiff demands restitution of said premises and judgment in favor of plaintiff against defendants for the sum of \$ 1200.00, with interest thereon from the 30th day of September, 2007, at the rate of 10% percent per annum and costs.

Plaintiff further requests compensation for any additional damages which are found accrue after the tenants vacate.

Plaintiff further requests that the Court issue an order requiring defendant to vacate said premises by a specified date

(Plaintiff)

(Phone Number)

(Address)

7 This date must be at least 30 days after the receipt of the notice by defendant.

8 If damages for breach of any other condition of the lease are claims, the allegations concerning such claims should be inserted above.

IN THE MUNICIPAL COURT OF SANDUSKY, OHIO

Paul Plaintiff :
Plaintiff : Case No. 00-CV-000

-vs-

Dan and Donna Defendant : PRECIPE
Defendants

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Please cause Writ of Restitution to be issued and served by the Bailiff upon Defendants, Dan and Donna Defendant, restoring Plaintiff to the lawful possession of the premises known as 200 Oak Avenue, Sandusky, Ohio, in all accordance with the judgment of this Court.

Paul Plaintiff

Paul Plaintiff
Plaintiff