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Creation Date: 09132006

RECORDED 2006-09-14

SEP 13 4 28 PM '06
AKRON MUNICIPAL COURT
JIM LARNA
CLERK

IN THE MUNICIPAL COURT OF AKRON
SUMMIT COUNTY, OHIO

L. ANN NUNNALLY
dba PROPERTY 911
P.O. Box 911
Bath, Ohio 44210

CASE NO.

1589719

06CV-11037
5

Plaintiff

vs

YVETTE HOPKINS
and OCCUPANTS
674 Corice St.
Akron, Ohio 44306

COMPLAINT: EVICTION
MONEY

Defendants

10 3
@ 10 am

Now comes Plaintiff and for its Complaint avers the following:

COUNT I

1. On or about April 7, 2006 Plaintiff entered into a rental agreement (Exhibit "A") with Defendant Yvette Hopkins for rental of the Plaintiff's property at 674 Corice St. Akron, Ohio 44306
- 2 Defendant has breached said rental agreement by failing to pay rent from July, 2006, utilities from May, 2006 and pet deposit as provided in the agreement.
- 3 On September 1, 2006 Plaintiff served a 3-day notice of eviction (Exhibit "B") on Defendant
4. Defendant has failed to vacate the premises and has unlawfully and forcibly detained the premises
5. Plaintiff is entitled to restitution of the premises and process therefore.

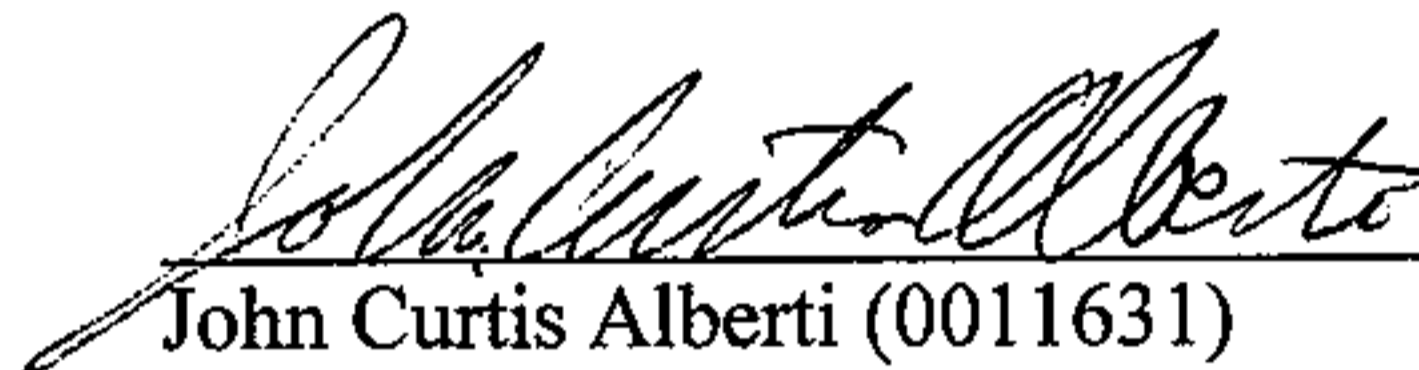
COUNT II

6. Plaintiff restates the allegations of Count I as if fully rewritten herein.

7. Defendant Yvette Hopkins owes Plaintiff the amount of \$2,428.00 for rent, utilities and pet deposit, due pursuant to the rental agreement..

WHEREFORE, Plaintiff demands judgment as follows:

- A. On Count I, against Defendants for a writ of eviction for restitution of the premises.
- B. On count II, judgment against Defendant Yvette Hopkins in the amount of \$2,428.00 plus interest at 6% per annum on the above amount; and
- C. Costs of this action



John Curtis Alberti (0011631)

Attorney for Plaintiff

525 N. Cleveland-Massillon Rd.

Akron, Ohio 44333

(330) 666-3833

E-mail jcalberti@netzero.com

LEASE AGREEMENT

This Lease Agreement is executed this 7 day of APRIL 2006, by and between the Lessor(s) and the Tenant(s) hereinafter named.

NAME OF LESSOR: PROPERTY 911 RENTALS / L. ANN NUNNALLY

ADDRESS OF LESSOR: PO BOX 911 BATH OH 44210

NAME OF TENANT: YVETTE HOPKINS

EMPLOYER OF TENANT: SELF + TELEPERFORMANCE

ADDRESS OF LEASED PREMISES: 674 CORICE ST AKRON OH

TERM OF LEASE: 12 months beginning APR 7, 06 and ending MAR 31 2007

AMOUNT OF SECURITY DEPOSIT: \$ 500 - PLUS \$200 - PET DEPOSIT NONREFUNDABLE

AMOUNT OF RENT: \$ 590 per month due and payable in advance on the 1 day of each month beginning MAY 1, 2006 / \$25 late fee after 5th of month

IN CONSIDERATION of the foregoing terms and the mutual promises and conditions set forth herein, the Lessor and Tenant agree as follows:

1. The Tenant hereby leases the above described Leased Premises from the Lessor for the term stated above, during which period the Tenant shall use the Leased Premises for private residential purposes only.
2. The Tenant has inspected the Leased Premises and agrees that the same is in good condition and repair, and that upon termination of this Lease Agreement, the Tenant will surrender possession of the Leased Premises in the same condition, normal wear excepted.
3. Upon reasonable notice, the Lessor shall be entitled to enter the Leased Premises to make such repairs, alterations, inspections, or showings as the Lessor may deem advisable.
4. The Tenant shall pay rent in advance on a monthly basis as indicated above, to the Lessor at Lessor's address without any deductions whatsoever. If the Tenant should fail to make the monthly rent payment within 10 days after the same shall have been due, and Lessor elects to accept such delinquent payment, the Tenant agrees to pay an additional rent charge of TWENTY-FIVE DOLLARS (\$25) to the Lessor, time for payment of rent being of the essence. Upon expiration of this Lease Agreement, any hold-over Tenant will be charged with rent and responsibility for care of the premises until possession and the keys are returned to the Lessor.
5. Before the Tenant begins occupancy of the Leased Premises, said Tenant shall deposit with the Lessor a security deposit in the amount indicated above to secure the performance of the obligations undertaken by the Tenant hereunder and by law. The Tenant may not apply said security deposit as rent. Said security deposit less any amounts chargeable to the Tenant hereunder shall be returned to the Tenant along with an itemized statement of any deductions within thirty (30) days after termination of the rental agreement and the Tenant delivers possession of the Leased Premises to the Lessor. The Tenant must provide the Lessor with the Tenant's forwarding address for such purpose.

6. The Tenant agrees to be charged for any damage to appliances, plumbing, carpeting, sewage stoppage, broken glass or damage to any other parts of the Leased Premises caused by the carelessness and/or negligence of the Tenant or the Tenant's guests or visitors.

7. Except as provided herein, the Tenant shall pay for all public utilities including electric, gas, telephone, water, sewer, refuse and cable TV. If the Leased Premises is part of a structure having four or more units rented by Lessor, the Lessor shall provide refuse service. If the heat, sewer, or hot water service is provided in common with any other units, the Lessor shall pay for each such common service to the Leased Premises.

8. No dogs, cats or other animals shall be kept as pets or allowed on the Leased Premises. The Tenant shall not disturb the peaceful enjoyment of any neighbor of their unit.

9. The Tenant shall not make leasehold improvements, alterations, or paint or wallpaper the Leased Premises without the prior written consent of the Lessor.

10. The Lessor shall not be liable at any time for any damages to any property on or within the Leased Premises caused by water, rain or snow which may leak into or fall from the building, pipes, plumbing or any other place on the Leased Premises. The tenant shall notify the Lessor at once in case of leaks in the plumbing, roof or other areas of the Leased Premises which may cause damage to the building.

11. The Lessor will pay the real estate taxes on the Leased Premises, ~~and will provide snow removal from the driveway and lawn care or~~, if applicable, pay the condominium fee to provide such services. The Tenant will remove snow and debris from the porch and walk.

12. In the event of fire or other damage to the Leased Premises which renders the same unusable or partially unusable, this Lease Agreement shall continue in effect provided, however, that the Tenant's obligation to pay rent shall cease during any period that the Leased Premises may be uninhabitable and shall abate proportionately during any period of partial loss of use.

13. The Tenant shall not assign this Lease Agreement or sublet the Leased Premises without the express written consent of the Lessor.

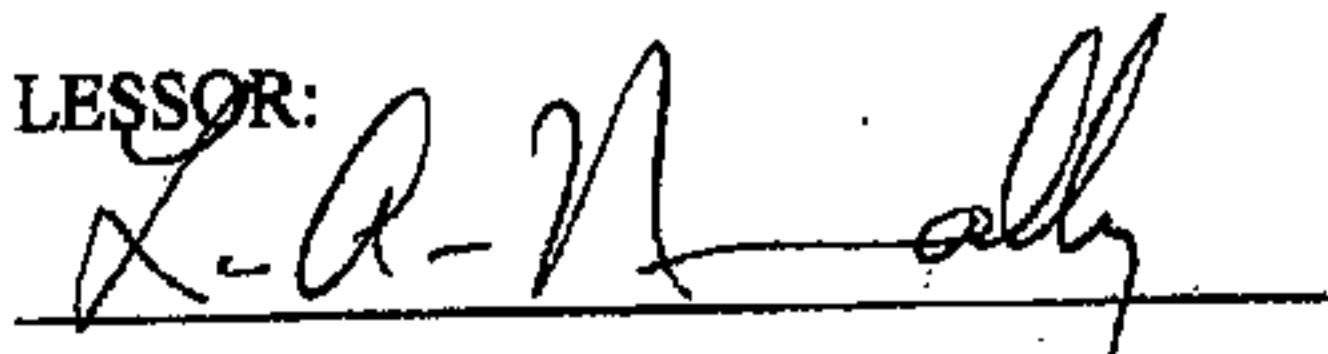
14. The Tenant agrees to subordinate this Lease Agreement to any mortgage or other encumbrance which the Lessor desires to place on the Leased Premises.

15. The Tenant agrees to hold the Lessor harmless from any and all liability, damages and expenses which the Lessor may incur resulting from the negligence of the Tenant or Tenant's guests or visitors or from the failure of the Tenant to perform the obligations imposed on the Tenant hereunder or by law.

16. The parties agree that all previous negotiations, inducements, promises and conditions have been merged into and are superseded by this Lease Agreement which represents the entire contract between the parties. Any provision that may be deemed illegal shall be severed from this Agreement and disregarded without affecting the remainder of this Agreement.

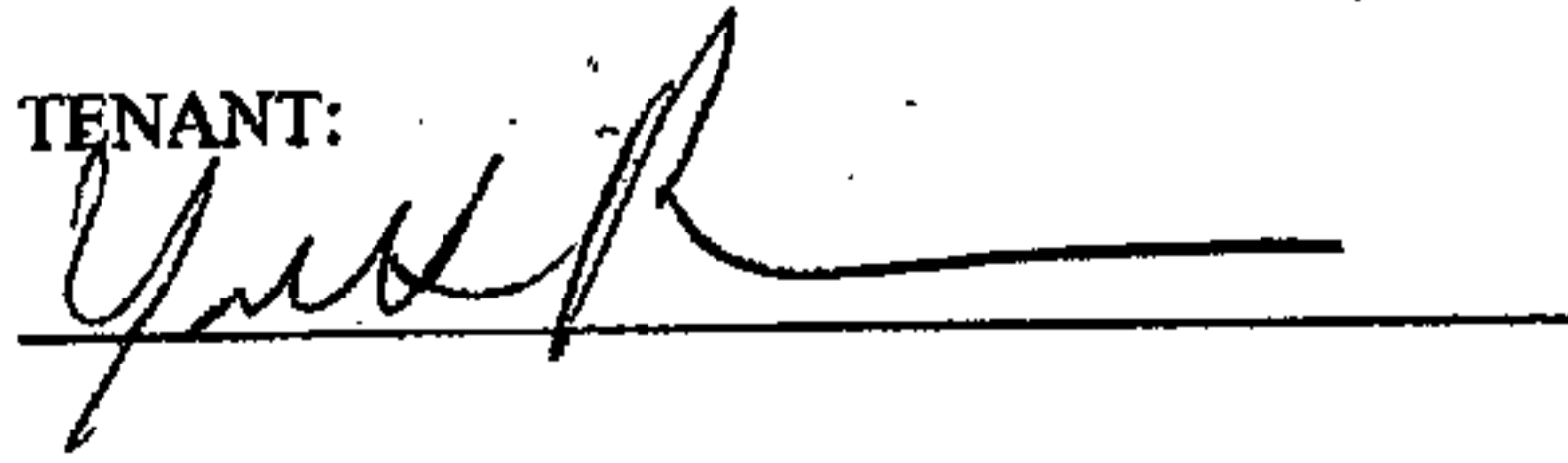
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

LESSOR:



PROPERTY 911 RENTALS

TENANT:



08/14/2006 16:45

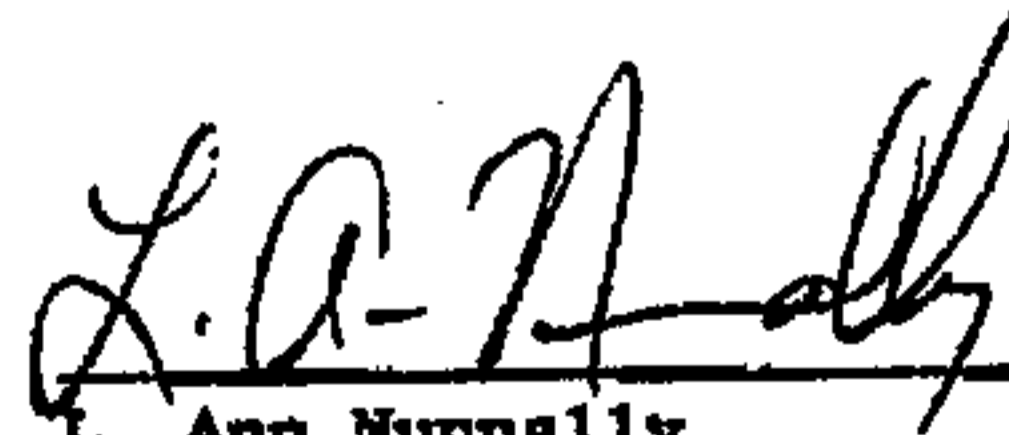
THREE DAY NOTICE
TO VACATE PREMISES

TO: Yvette Hopkins
674 Corice St.
Akron, Ohio 44306

RENT,

Due to your failure to fully pay your ^{rent} deposit and utilities per your rental agreement of 4-7-06, you are in breach of your lease with the undersigned. You are hereby notified that you are to vacate the premises within three days of service hereof, or an eviction action will be instituted against you.

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INSTITUTED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.



L. Ann Nunnally
Property 911

Dated: 8/31/06

Served: 9/1/06 - in person: left at premises

9/1/06 - US Mail

NUNNALLY, L ANN
VS.
HOPKINS, YVETTE

AKRON MUNICIPAL COURT
217 S. HIGH ST.
AKRON, OH 44308

SERVICE ON OR BEFORE 9/25/2006

FILED
2006
SEP 13 10 50 AM
CLERK

1. ACTION IN FORCIBLE ENTRY & DETAINER
2. SUMMONS IN CIVIL ACTION

TO THE FOLLOWING NAMED DEFENDANT(S):

HOPKINS, YVETTE
AND/OR OCCUPANTS
674 CORICE STREET
AKRON

OH 44306

DATE: 2006/09/13
CASE: 06CVG11037

FIRST CAUSE OF ACTION--Forcible Entry and Detainer.

A COMPLAINT TO EVICT YOU HAS BEEN FILED IN THIS COURT on behalf of the plaintiff for Forcible Detention of the following premises, to wit: and known as 674 CORICE STREET

AKRON OH 44306

together with the lot and land on which said premises are situated. The complaint of the said plaintiff will be taken as true and judgment rendered accordingly for restitution, unless you appear for trial on OCTOBER 03 2006, at 10:00 AM, in the Akron Municipal Court, Stubbs Justice Center, 217 South High Street, Akron, OH 44308. REPORT TO ROOM 715.

A COMPLAINT TO EVICT YOU HAS BEEN FILED WITH THIS COURT. NO PERSON SHALL BE EVICTED UNLESS THE PERSON'S RIGHT TO POSSESSION HAS ENDED AND NO PERSON SHALL BE EVICTED IN RETALIATION FOR THE EXERCISE OF THE PERSON'S LAWFUL RIGHTS. IF YOU ARE DEPOSITING RENT WITH THE CLERK OF COURTS YOU SHALL CONTINUE TO DEPOSIT SUCH RENT UNTIL THE TIME OF THE COURT HEARING. THE FAILURE TO DEPOSIT SUCH RENT MAY RESULT IN YOUR EVICTION. YOU MAY REQUEST A TRIAL BY JURY. YOU HAVE THE RIGHT TO SEEK LEGAL ASSISTANCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY CONTACT YOUR LOCAL LEGAL AID OR LEGAL SERVICE OFFICE. IF NONE IS AVAILABLE, YOU MAY CONTACT YOUR LOCAL BAR ASSOCIATION.

SECOND CAUSE OF ACTION--Civil Action--Money Only

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint within twenty-eight days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three days after the service of a copy of the answer on the plaintiff's attorney or plaintiff if he has no attorney. If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

COPY OF COMPLAINT ATTACHED HEREWITH

Plaintiff
NUNNALLY, L ANN
PROPERTY 911
PO BOX 911
BATH
(000)

OH 44210

Plaintiff's Attorney
ALBERTI, JOHN C

525 N CLEVE-MASS RD
AKRON

OH 44333

JIM LARIA - CLERK
AKRON MUNICIPAL COURT

By: CATHY KASTELIC
Deputy Clerk