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AKRON MUNICIPAL COURT  
JULIA  
CLEVELAND COURTS

IN THE MUNICIPAL COURT OF AKRON  
SUMMIT COUNTY, OHIO

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

CASE NO.

08CV-6080

Plaintiff

vs

TAMIKA BUTLER  
and OCCUPANTS  
674 Corice St.  
Akron, Ohio 44306

COMPLAINT: EVICTION  
MONEY

Defendants

6. 16  
@ 10 am

Now comes Plaintiff and for its Complaint avers the following:

COUNT I

1. On or about June 6, 2007 Plaintiff entered into a rental agreement (Exhibit "A") with Defendant Tamika Butler 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 for March, April and May, 2008 as provided in the agreement.
- 3 On May 10, 2008 Plaintiff served a 3-day notice of eviction (Exhibit "B") on Defendant
4. Defendants have failed to vacate the premises and have unlawfully and forcibly detained the premises
5. Plaintiff is entitled to restitution of the premises and process therefor.

COUNT II

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

7. Defendant Butler owes Plaintiff the amount of \$1,380.00 for rental for the months of March, April and May, 2008 and late charges of \$300.00 as provided in 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 Butler in the amount of \$1,680.00 plus interest at 8% 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 6 day of June 2007 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: TANIKA BUTLER (SS 378-284239) (DOB: 12/28/75)  
 EMPLOYER OF TENANT: TWIN PINES RETREAT CARE CTR  
 ADDRESS OF LEASED PREMISES: 674 CORICE AKRON OH  
 TERM OF LEASE: 12 months beginning 7 June 2007 and ending 7 June 2008  
 AMOUNT OF SECURITY DEPOSIT: \$ 500 -  
 AMOUNT OF RENT: \$ 625 - per month due and payable BEFORE on the 5<sup>th</sup> day of each month beginning July 2007.

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 BEFORE the 5<sup>th</sup> of the MONTH, 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.

674 CORICE  
BUTLER

6. The Tenant agrees to be charged for any damage to appliances, plumbing, carpeting, age 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, ~~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.~~ **LESSOR AGREES TO PAY WATER + SEWER + TRASH TO AKRON CITY.**

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  
L.A. Healy  
6/6/07

TENANT: William Butler JB  
JB

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**PROPERTY 911 ADDENDUM TO HAP CONTRACT**

1. Tenant agrees that it will permit Owner to enter the rented premises for the purpose of inspection and repairs.
2. Tenant shall maintain the exterior of the premises, including doors, glass, sidewalks, snow removal and outside landscaping in good order and repair, free from trash, litter or obstructions.
3. Tenant shall be responsible for the maintenance and repair of the appliances.
4. Tenant shall not make any alterations or improvement to the premises, including paint or hang wallpaper without the prior written consent of the Owner.
5. Tenant may not sublet the premises without the prior written approval of the Owner.
6. Tenant shall not post any signs in the windows or outside of the premises which are visible to the public.
7. In the final 45 days of the lease, Owner shall be entitled to show the premises to prospective rental applicants.
8. At the conclusion of the lease, all improvements or alterations to the premises are the sole property of the Owner. Tenant shall leave the premises and deliver them to the Owner in good condition, reasonable wear and tear excepted.
9. No pets shall be permitted on the premises without the prior written consent of the Owner.
10. Tenant agrees to use the premises only for residential purposes.
11. In the event that the property is partially destroyed or partially condemned for reasons other than the fault of the Tenant, Owner shall restore or repair the premises as soon as possible. During the time the premises are unusable, the rent shall be reduced or cease. Upon restoration, full rent will be payable.
12. Owner will not be required to make repairs made necessary by the actions of the Tenant. If Owner determines that emergency repairs are necessary by the actions of the Tenant, an emergency repair fee may be assessed by the Owner in its sole discretion.
13. Tenant will not use the premises in violation of any law or ordinance, including parking and noise regulations.
14. Failure by Tenant to pay utilities which are the responsibility of Tenant may be grounds for eviction at the Owner's discretion.

Tenant

Walter Butler  
6/7/07

Property 911 Inc.

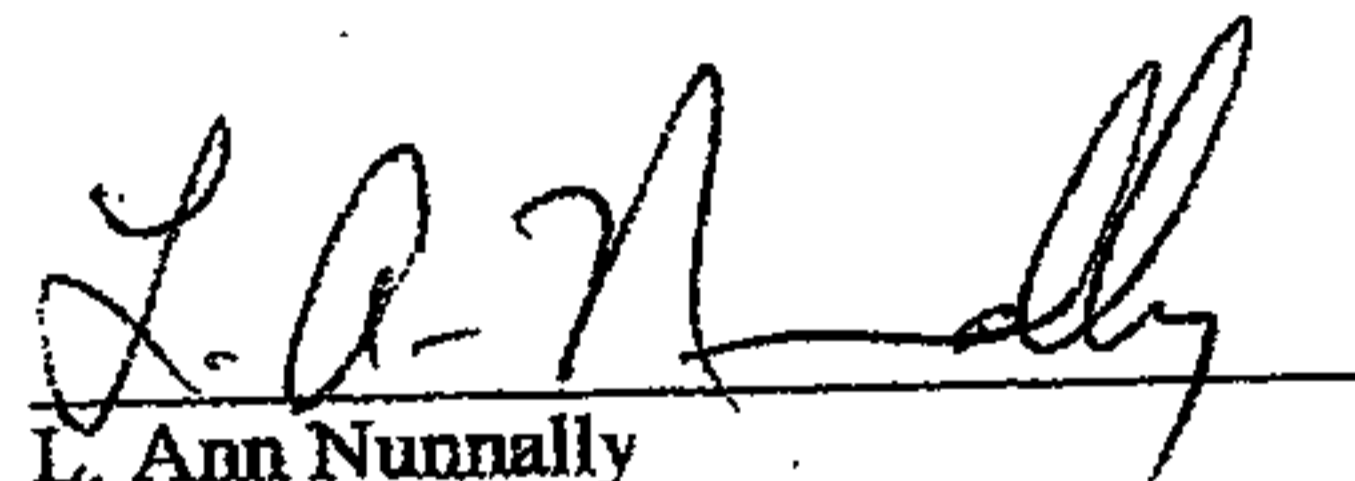
By: L. A. Nally  
6/6/07

THREE DAY NOTICE  
TO VACATE PREMISES

TO: Tanika Butler  
674 Corice St.  
Akron, Ohio 44306

Due to your failure to pay rent, 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: 5/10/08  
Served: 5/10/08  
*in person*  
*by LAN*

THE STATE OF OHIO, SUMMIT COUNTY, SS

NUNNALLY, L ANN  
VS  
BUTLER, TAMIKA

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

SERVICE ON OR BEFORE 6/06/2008

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

TO THE FOLLOWING NAMED DEFENDANT(S) :

BUTLER, TAMIKA  
AND/OR OCCUPANTS  
674 CORICE ST  
AKRON

OH 44306

DATE: 2008/05/16  
CASE: 08CVG06080

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 ST

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 JUNE 16 2008, 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 (DBA)  
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