

JAMES R. O'DONNELL  
ATTORNEY AT LAW  
DAWN A HARRISON  
ATTORNEY AT LAW  
9 North High St., P.O. Box 98  
Covington OH 45318-0098

Phone  
937-473-3161

Fax  
937-473-3168

February 20,2008

### DISCLAIMER

THIS IS A GENERAL STATEMENT CONCERNING SOME EVICTION PROCEDURES AND IS NOT TO BE TAKEN AS SPECIFIC LEGAL ADVICE TO ANY PARTICULAR LANDLORD OR SITUATION. EACH CASE HAS TO BE DETERMINED ON ITS OWN MERITS AND EACH LANDLORD SHOULD FOLLOW HIS/HER OWN ATTORNEY'S ADVICE

TO ALL LANDLORDS:

IT HAS COME TO THE ATTENTION OF THIS LAW OFFICE, THAT BECAUSE THE COURT IS BECOMING MORE STRICT ON THEIR REQUIREMENTS OF PROOF IN EVICTION AND DAMAGE CASES

Henceforth:

On all evictions we will need a concise itemized accounting of; rent charges and payments, late payment charges, payment of any and all other charges and payments that are connected with the property, that is the subject of the eviction. Preferably starting at the date (zero balance) that the tenant took possession OR at least starting at a date where the tenants were up to date in payment. The accounting needs to show the date of the charge, the date of any payment, the balance as well as the same for any other charges added or paid on the account.

The above would also apply to cases where we are only bringing an action for rent after the tenant has vacated.

On damages: There needs to be evidence that the damages were actually repaired and paid for (cancelled check preferred) or paid receipt showing explicitly what the payment was made for.

IF the REPAIR FOR THE DAMAGES have not been completed then person making the estimate for repair would have to appear in court to testify that he (she) made the estimate (THIS IS ONLY IF THE MATTER WENT TO AN ACTUAL TRIAL AND THE TENANTS FILED AN ANSWER.

ON THE LEASES OR EVEN ON MONTH-TO-MONTH (NON-LEASE RENTALS OF ANY KIND) THE COURT DOES NOT LIKE A PER HEAD CHARGE FOR ADDITIONAL RESIDENTS COMING IN AFTER THE INITIAL RENTAL. WHAT THE COURTS ARE GOING TO APPROVE IN THIS CASE WOULD BE A RAISE IN MONTHLY RENTAL AND DONE AFTER THE PROPER PROCEDURE IS DONE TO NOTIFY THE TENANT OF A RENT RAISE. THIS MAY BE DIFFICULT IF NOT IMPOSSIBLE TO DO WHERE THERE IS AN ACTUAL LEASE AND NOT JUST A RENTAL AGREEMENT.

THE COURT IS INCREASINGLY ASKING FOR MORE ACCURATE RECORDS, SO THE MORE CONCISE AND COMPLETE THE RECORDS ARE, THE BETTER YOUR CHANCES ARE IN WINNING THE CASE (WHETHER THE TENANT FILES AN ANSWER OR NOT. ONE JUDGE REQUIRES THIS IN ALL CASES AND YOU CANNOT KNOW WHICH JUDGE WILL GET THE CASE.)

ON THE RETURN OF THE SECURITY DEPOSIT: IF THE TENANT GIVES YOU THE WRITTEN NOTICE AS TO A FORWARDING ADDRESS YOU NEED TO SEND THE REQUIRED STATEMENT SHOWING HOW CHARGES AND SO FORTH WERE CHARGED AGAINST THE SECURITY DEPOSIT AND SEND ANY

BALANCE DUE. ALL OF THIS WITHIN 30 DAYS FROM DATE YOU RECEIVED THE NOTICE. I WOULD STRONGLY SUGGEST THAT THIS BE SENT CERTIFIED MAIL OR AT LEAST SIGNATURE CONFIRMATION. IF THIS IS NOT DONE THE TENANT CAN BRING AN ACTION FOR DOUBLE THE BALANCE DUE AND FOR ATTORNEY FEES. IF THERE IS A LEASE THEN THE PROPER NOTICE OF TERMINATING THE LEASE WOULD APPLY. HOWEVER IF THERE IS JUST A MONTH TO MONTH (OR SHORTER TIME PERIOD) THERE DOES NOT NEED TO BE A NOTICE PRIOR TO THE TENANT LEAVING.

Sincerely

James R. O'Donnell  
Dawn Ann Harrison  
Jrod

A handwritten signature in black ink, appearing to read "James R. O'Donnell", written in a cursive style.