



**OHIO REAL ESTATE INVESTORS ASSOCIATION
GOVERNMENT AFFAIRS COMMITTEE**

TO SUPPORT GOOD GOVERNMENT THAT IMPACTS THE PROFESSIONAL INVESTMENT
PROPERTY INDUSTRY AT STATE AND LOCAL LEVELS.

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MEMORANDUM

TO: The Honorable Jonathan Dever, Chairman, House FIHUD Committee

FR: Dan Acton, Government Affairs Director, OREIA

RE: Member statement on HB 282

DT: November 28, 2017

On behalf of a member of our Association, Michelle Clayton, I wanted to provide this narrative. Following my testimony on House Bill 282, I have asked members from around the state to share their stories and put them in narrative form with the goal of turning them in to testimonies, mainly written only. This story is one of those examples. The story is too lengthy for a committee testimony and the events could not have been narrowed down without risk of losing salient details.

As such, I would like to submit Ms. Clayton's statement for the committee's record.

Received via e-mail 10-31-17.

Thanks for inviting me to share my current story that is still unfolding as a result of callous and vindictive Resident. It has been a source of tremendous frustration and expense to myself and another resident of the building.

I own a 6-unit building. I leased the second floor Unit 4 to a new Resident beginning in February 2017, which sits directly over 1st floor Unit 1. The gentleman in Unit 1 is older and has lived there for years. His wife has been in a nursing home for a year after a bad stroke, and he just had a mini-stroke this September.

In April, we had to call a plumbing company because the sewer line was backing up feces water into the bathroom of Unit 1. The plumber had to auger the line and ended up removing paper towels that happened to match paper towels found in Unit 4. The plumber also confirmed that sewer line only serviced Unit 1 & 4. Since Resident Unit 4 was new, I gave her the benefit of the doubt that potentially it was a result of the previous resident. I made it clear that only toilet paper should be flushed, informed her charges would be waived this time as long as it didn't happen again.



After that, the same problem happened again in May and June. Wipes were found in May and in June paper towels and a condom were found. Also, since the sewer line was repeatedly clogged, we had it inspected with a camera. It showed aging consistent with the age of the building, but was intact and was clear at time of inspection after being augured.

Also, each time the sewer lines began to back up, both the gentleman Unit 1 and I would let the woman Unit 4 know not to use the bathroom water (shower, toilet, sink) until the plumber could come. Each time, she used the facilities without consideration anyway, knowing that the water was rising & overflowing from the toilet in Unit 1 onto the guys' floor.

Because of the repeated plumbing charges, I sent Resident Unit 4 the plumbing bills after the third time totaling \$805.10. She denied it was her, felt she wasn't responsible for plumbing bills, and said she wouldn't pay. I am certain it was not the guy in Unit 1 because we've never had to call a plumber in the two years we owned the building, and he's the poor guy that has to deal with the feces backing up into his bathroom. He also is not in a condition to use the condom that was flushed.

The clogged drains stopped after she was sent the bill.

I gave her some time trying to help her understand in her lease that she needed to pay for any damages caused by her or her guests. Plus, I know it's a large sum for most people, and was trying to get her to at least make payments. She continued to refuse to pay.

September 1, I began the legal 3-day notice to have her evicted for non-payment of rent since payments made technically went to past due charges before rent as described in lease. I had given her 2 months already, and nothing extra on her end.

She requested mediation, and I hesitantly agreed hoping that sitting at a table with her would help her understand the full situation and her lease obligations. We left with me agreeing to waive the plumbing charges if she brings the rest of her rent payment current.

She made one further payment, but not fully current according to her payment schedule. October 2, she was officially late again. Clearly, she was not going to fulfill her lease obligations, so I gave her 3-day notice on October 4 and we are scheduled for eviction hearing this Thursday, Nov. 2.

Remember, there had been no clogged drains since I gave her the bill? Suddenly, after the 3-day notice the drains clogged up again. The plumber augured the line and pulled out **paper towels, dental floss, and plastic bags!** Just a few days later, the sewer line clogged again. Auger. Paper towels. At this point, I tried to call the police for vandalism, because clearly, she was intentionally clogging the lines. He said he couldn't help because she lives there. "It's like clogging her own toilet. It's a civil matter." However, she is not the one suffering the consequences. The poor guy on the first floor has to deal with the feces. I am having to pay the plumber every few days at this point. She is just there staying in the apartment as long as possible until I can legally get her out through the eviction process and laughing at



the situation while she intentionally causes more damage. There is literally nothing I can do to stop the continued damage to the building or the living conditions for the guy in Unit 1 until she is out through eviction.

It gets worse. I have to call the plumber a third time after the move-out notice was given. Auger. Paper towels. They inspected the sewer line again with a camera. At this point, the repeated auguring has broken the line in one section directly below the bathroom floor in the concrete slab. They were able to clear the line, but gravel was coming in and needed replaced as soon as possible.

We were hoping to wait until the woman upstairs moved out, but the line clogged again 10/28, paper towels were found, but the gravel couldn't be cleared this time. At this point, we had the gentleman move out temporarily because he could no longer use the bathroom at all and water was seeping onto his floor. We will be refunding him about 2.5 weeks of rent for the time lost from his apartment. The project crew started 10/31 on removing & replacing the sewer line in the concrete slab, will need to replace the concrete, relay tile flooring & drywall, repaint, sanitize hard floors, and have carpets cleaned at an estimated cost of an additional \$5000. Plus, all the auguring charges at this point total \$1641.10 and lost rent.

All of this is a result of a Resident that was trying to be vindictive; the lost rent for both units, the excessive plumbing charges, causing the gentleman below her to have to move out, and damage to the sewer line. All I can legally do is wait for the eviction to go through while she has destroyed my property and the poor guy's home. She happily knows that and is waiting until the last moment to get out.

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Michelle Clayton, 513-417-3039