

IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO  
CIVIL DIVISION

FILED  
16 OCT 24 PM 12:16

GUY A. FERGUSON, CLERK  
MUNICIPAL COURT

Eric and Theresa Crow  
5335 Lehman Road  
Springfield, Ohio 45502  
Plaintiff's,  
and

BY \_\_\_\_\_ DEPUTY

Andrew H. Elder,  
Elder & Elder,  
Attorney at Law  
2233 N. Limestone Street  
Springfield, Ohio 45503  
Attorney for Plaintiffs,

Memorandum and Motion  
to the Court

-v-

Margaret Baldino  
1734 Yardley Circle  
Centerville, Ohio 45459  
Defendant,

In re: Case No. 15CVF02981

Margaret Baldino, Defendant in this case, state as follows:

*There is a matter of the Defendant's Security Deposit, that both the Defendant and the Plaintiff concur, the Plaintiff is still in control of the Defendant's Security Deposit.*

*In 2012 Plaintiff was entrusted with \$1,800.00 by the Defendant, as evidenced by the attached exhibit (cashed check). Plaintiff files Suit against Defendant in 2015.*

**1.) Knowledge of Defendant's Addresses**

The "Cashed Check" Exhibit shows an address belonging to the Defendant, printed at the top of the Defendant's check.

**2.) Plaintiff acknowledges the purpose of the proceeds**

Security Deposit amounts to \$600.00 evidenced in the Plaintiff's Lease (Plaintiff's Exhibit 1)  
Security Deposit is also evidenced on the Defendant's Check, entrusted to the Plaintiff.

As shown by **Plaintiff's Demand** (attached herewith), Plaintiff is leveraging the withheld Security Deposit against the rightful owner of the Security Deposit, the Defendant.

Plaintiff did not make a claim to the Defendant's Security Deposit until 2015.

-The Defendant humbly requests that this overdue matter be acted upon with the lawful recompense from the Plaintiff to the Defendant; and the subsequent dismissal of Plaintiff's Claim against the Defendant.

Possible applicable Law:

**5321.16 Procedures for security deposits.**

A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

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Respectfully,



Margaret Baldino  
1734 Yardley Circle  
Centerville, Ohio 45459  
(937) 718-3586 (727) 278-0954

**CERTIFICATE OF SERVICE**

A Copy of this Notice was mailed to the Plaintiff and their Attorney on the 6 day of October 2016

**ELDER & ELDER**

Attorneys at Law

Kenneth M. Elder  
Andrew H. Elder

2233 N. Limestone St.  
Springfield, Ohio 45503

Phone 937-399-9709  
Fax (937) 399-6622

Wm. Malcolm Elder  
(1905-1981)  
Kenneth W. Elder  
(1911-1980)  
John M. Elder (retired)

April 6, 2015

*VACATED = September 9, 2014*

Margaret Baldino  
1734 Yardley Circle  
Centerville, Ohio 45479

and

Kenneth Baldino  
3803 Troy Road  
Springfield, Ohio 45504

RE: 1335 N. Limestone Street  
Springfield, Ohio

Dear Madam and Sir:

Please be advised that we represent Theresa Crow and Eric Crow in regards to their rental property located at 1335 N. Limestone Street, Springfield, Ohio occupied by you until this past September. Unfortunately, the property was returned to the Crows in deplorable condition with extensive damage which required significant repairs. The itemization of these repairs has been previously provided to you and total the amount of \$4,081.00 after credit for your security deposit. The Crows requested payment from you for these damages which payment has not been received.

We hereby demanding on behalf of Theresa and Eric Crow, payment of the amount of \$4,081.00 for damages sustained to the property located at 1335 N. Limestone Street. Payment can be made to the Crows directly or to our office at the address above. If payment has not been made by May 11, 2015, further action may be taken.

You are put on notice that we are attempting to collect a debt and any information obtained will be used for that purpose. A copy of your rights under the Fair Debt Collection Practices Act is attached hereto for your reference.

Please govern yourselves accordingly.

Very truly yours,

ELDER & ELDER



Andrew H. Elder

AHE:lal

cc: Theresa & Eric Crow

*violation  
5321.16  
proceeds for  
security  
deposit*

# TEC RENTALS

No such  
Lawful  
Business

## INVOICE

DATE	INVOICE #
10/29/2013	1335LIMESTONE

Theresa & Eric Crow  
5335 Lehman Rd  
Springfield, Oh 45502

### BILL TO:

Margaret Baldino  
1734 Yardley Circle  
Centerville, Oh 45459

I was still  
a tenant  
PLAINTIFF Files  
SUIT  
10/26/2015

937-435-4587

### Terms

**UPON RECEIPT**

Quantity	Item	Item Description	Price Each	Amount
1	1	1/2 Bath-Broken Toilet Seat	\$ 25.00	\$ 25.00
1	1	Repair of Damage from Burning fire in non-operational Fireplace	\$ 75.00	\$ 75.00
1	1	Extermination of Flea Infestation	\$ 100.00	\$ 100.00
1	1	Failure to Return Keys	\$ 20.00	\$ 20.00

**SECURITY DEPOSIT**

\$ (600.00)

\$ (600.00)

\*Security Deposit unlawfully being leveraged

**PAYMENT DUE**

**UPON RECEIPT**

**TOTAL DUE \$ 4,081.00**

Visit us at www.53.com

63-391/631

1147

MARGARET H BALDINO  
1734 YARDLEY CIR.  
CENTERVILLE, OH 45459



11/12/12  
Date

Pay to the  
Order of.

Theresa Crow

\$ 1800.00

One Thousand Eight Hundred & <sup>00</sup>/<sub>100</sub>

Dollars

CLUB  
FIFTY-THREE



FIFTH THIRD BANK

for dep + AMOS.

Margaret H Baldino

⑆063103915⑆ 7421190856 1147

END OF HERE

Theresa Crow

Posting Date	2012 Nov 14
DB/CR Indicator	Debit
Amount	\$1,800.00
Posting Check Number	1147
Posting Account Number	7421190856
Posting Seq Number	71007869
Tran Code	1147
ABA/RT Number	6310391

Exhibit 1

# TEC RENTALS

*It was still  
A TENANT*

Theresa & Eric Crow  
5335 Lehman Rd  
Springfield, Oh 45502

<b>INVOICE</b>	
<b>DATE</b>	<b>INVOICE #</b>
10/29/2013	1335LIMESTONE

**BILL TO:**

Margaret Baldino  
1734 Yardley Circle  
Centerville, Oh 45459

937-435-4587

<b>Terms</b>
<b>UPON RECEIPT</b>

Quantity	Item	Item Description	Price Each	Amount
1	1	Removal of Destructed Carpet	\$ 300.00	\$ 300.00
1	1	Replacement of Carpet	\$ 1,291.00	\$ 1,291.00
1	1	Repair of excessive damage to walls, windows doors and ceilings	\$ 2,165.00	\$ 2,165.00
1	1	Removal and Haul Away of Washer and Dryer Left in Basement	\$ 50.00	\$ 50.00
1	1	Repair to Electrical System	\$ 400.00	\$ 400.00
1	1	Removal of Hot Glue from Every Window	\$ 75.00	\$ 75.00
4	1	Light Fixture Globes in Back Office Missing	\$ 25.00	\$ 25.00
1	1	Destuction of Light Fixture in Center Office	\$ 75.00	\$ 75.00
1	1	Broken Plumbing in 1/2 Bath	\$ 50.00	\$ 50.00
			<b>SUBTOTAL</b>	<b>\$ 4,431.00</b>