

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

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Introduction

Landmark Property Management (LPM), a company that manages the Landmark apartment complex, is suing Pat Hodges, a tenant, for breach of lease. LPM's legal theory is that Hodges has breached the lease through repeated noise, trash, and loitering violations, as well as having an unauthorized tenant in the premises. Hodges' legal theory is that the claimed instances either did not happen, or did not constitute a material breach of the lease. In addition, Hodges asserts that LPM is seeking to evict her in retaliation for a prior rent escrow complaint that Hodges successfully brought against LPM. The details of the case are set forth in the witness statements. The trial is taking place in June of 2007. The case is a bench trial, unless your instructor tells you otherwise.

Witness and Exhibits

The plaintiff may call as witnesses Mary Rice, the property manager, and Officer Kelly Riley, who responded to an incident call concerning Pat Hodges' apartment. The defendant may call as witnesses Pat Hodges and Mark Hodges, her teenage son. Available exhibits include:

1. Lease
2. Tenant Log
3. Letters from LPM to Hodges
4. Officer Riley's incident report
5. Mark Hodges' time card from McBurger
6. Diagram of the apartment complex
7. Photo of the exterior of the Hodges' apartment
8. Photo of trash
9. Letter from the Lewises to LPM
10. Judgment from the rent escrow case
11. Transcript excerpt from rent escrow case

The federal rules of evidence apply, unless your instructor provides otherwise. Your instructor will advise you as to whether the witnesses have been deposed, or whether their statements were given solely to the attorneys. Be aware that in real-life, if the statements were made to attorneys, you would not have access to the statements of your opponent. Thus, the statements cannot be used to impeach.

You may create any demonstrative exhibits that you think will enhance your case.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

Instruction for Witnesses

Witnesses must testify in accordance with their statements. They can make up any necessary facts that are consistent with the overall scenario.

Legal Research File

In the State of Confusion, breach of lease law is governed by both common law and statutes. Relevant portions are provided below. Unless your instructor states otherwise, you need not conduct any further legal research.

§ 8-402 Breach of Lease

(a)(1) Where a lease provides that the landlord may repossess the premises prior to the expiration of the stated term if the tenant breaches the lease, the landlord may make complaint in writing to the District Court of the county where the premises is located if:

1. The tenant breaches the lease;
2. A. The landlord has given the tenant 30 days' written notice that the tenant is in violation of the lease and the landlord desires to repossess the leased premises; or
B. The breach of the lease involves behavior by a tenant or a person who is on the property with the tenant's consent, which demonstrates a clear and imminent danger of the tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the property; and

3. The tenant or person in actual possession of the premises refuses to comply.

(b) If the court determines that the tenant breached the terms of the lease and that the breach was substantial and warrants an eviction, the court shall give judgment for the restitution of the possession of the premises and issue its warrant to the sheriff commanding the tenant to deliver possession to the landlord. The court shall give judgment for costs against the tenant or person in possession.

(c) Acceptance of any payment after notice but before eviction shall not operate as a waiver of any notice of breach of lease or any judgment for possession unless the parties specifically otherwise agree in writing.

§ 8-208 Retaliatory Evictions

(a) No landlord shall evict a tenant of any residential property or arbitrarily increase the rent or decrease the services to which the tenant has been entitled for any of the following reasons:

(1) Substantially because the tenant or the tenant's agent has filed a good faith written complaint, or complaints, with the landlord or with any public agency or agencies against the landlord; or

(2) Substantially because the tenant or the tenant's agent has filed a lawsuit, or lawsuits, against the landlord.

(b) Evictions described in subsection (a) of this section shall be called "retaliatory evictions".

(c)(1) If in any eviction proceeding the judgment be in favor of the tenant for any of the aforementioned defenses, the court may enter judgment for reasonable attorney fees and court costs against the landlord.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

(2) If in any eviction proceeding the court finds that a tenant's assertion of a retaliatory eviction defense was in bad faith or without substantial justification, the court may enter judgment for reasonable attorney fees and court costs against the tenant.

(d) No eviction shall be deemed to be a "retaliatory eviction" for purposes of this section upon the expiration of a period of 6 months following the determination of the merits of the initial case by a court (or administrative agency) of competent jurisdiction.

§ 8-211 Repair of dangerous defects; rent escrow

(a) It is the public policy of the State of Confusion that meaningful sanctions be imposed upon those who allow dangerous conditions and defects to exist in leased premises, and that an effective mechanism be established for repairing these conditions and halting their creation.

(b) This section applies to residential dwelling units leased for the purpose of human habitation within the State of Confusion.

(c) This section provides a remedy and imposes an obligation upon landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to:

(1) Lack of heat, light, electricity, or hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges;

(2) Lack of adequate sewage disposal facilities;

(3) Infestation of rodents in two or more dwelling units;

(4) The existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or

(5) The existence of any condition which presents a health or fire hazard to the dwelling unit.

(d) In order to employ the remedies provided by this section, the tenant shall notify the landlord of the existence of the defects or conditions.

(e) The landlord has a reasonable time after receipt of notice in which to make the repairs or correct the conditions.

(f) If the landlord refuses to make the repairs or correct the conditions, or if after a reasonable time the landlord has failed to do so, the tenant may bring an action of rent escrow to pay rent into court because of the asserted defects or conditions.

(g) It is a sufficient defense to the allegations of the tenant that the tenant or the tenant's agents or guests have caused the asserted defects or conditions, or that the landlord or the landlord's agents were denied reasonable and appropriate entry for the purpose of correcting or repairing the asserted conditions or defects.

(h) The court shall make appropriate findings of fact and make any order that the justice of the case may require, including any one or a combination of the following:

(1) Order the termination of the lease and return of the leased premises to the landlord, subject to the tenant's right of redemption;

(2) Order that the action for rent escrow be dismissed;

(3) Order that the amount of rent required by the lease, whether paid into court or to the landlord, be abated and reduced in an amount determined by the court to be fair

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

and equitable to represent the existence of the conditions or defects found by the court to exist; or

(4) Order the landlord to make the repairs or correct the conditions complained of by the tenant and found by the court to exist.

(i) After rent escrow has been established, the court:

(1) Shall, after a hearing, if so ordered by the court or one is requested by the landlord, order that the moneys in the escrow account be disbursed to the landlord after the necessary repairs have been made;

(2) May, after a hearing, if one is requested by the tenant, order, if no repairs are made or if no good faith effort to repair is made within six months of the initial decision to place money in the escrow account, that the moneys in the escrow account be disbursed to the tenant. Such an order will not discharge the right on the part of the tenant to pay rent into court and an appeal will stay the forfeiture; or

(3) May, after an appropriate hearing, order that the moneys in the escrow account be disbursed to the landlord if the tenant does not regularly pay, into that account, the rent owed.

London v. Central County Housing Authority, 123 Cu. 456, 458 (1998):

Confusion Code, § 8-402 of the Real Property Article vests authority in the District Court, under certain circumstances, to order the eviction of a tenant for breach of the tenant's lease. Section 8-402(b) provides, in relevant part, that "[i]f the court determines that the tenant breached the terms of the lease and that the breach was substantial and warrants an eviction, the court shall give judgment for the restitution of the possession of the premises...." The issue before us is whether, after finding a substantial breach of the lease, the court may nevertheless decline to order an eviction on the ground that the breach, though substantial, does not warrant that relief. We shall answer that question in the affirmative and, as a result, shall reverse a contrary judgment entered by the Court of Appeals.

BACKGROUND

In July, 1980, Sandra London and her family moved into a townhouse at 9703 Ambergate Court in Centerville. The property was, and remains, owned by respondent, Housing Opportunities Commission of Central County (HOC). Because her rent was subsidized by the Government and was based on the amount of income earned by the persons sharing the residence, Ms. London was required to list in the lease the persons occupying the property, to file an annual declaration of the household members and their incomes, and to notify HOC immediately of any change in her family composition. In the 1980 and 1985 leases and in the declarations filed through 1989, Ms. London listed her son Evan as a resident. In 1989, according to her, Evan moved out and, though visiting her from time to time, has, since then, lived elsewhere. He was therefore not included as a resident on her post-1989 declarations, and his income, we presume, was not counted in determining Ms. London's rent.

The lease contained a number of other covenants and restrictions, among which were Ms. London's agreement (1) to conduct herself, and cause other persons in the premises with her consent to conduct themselves, in a manner that will not disturb "neighbors' peaceful enjoyment of their accommodations," (2) not to engage in or permit

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

unlawful activity in the unit or common areas, (3) not to use controlled substances, drugs, or alcohol in any way that interferes with the rights of others, (4) not to provide accommodations for boarders or lodgers, and (5) to prevent any member of her household or guests from violating any provisions of the lease. In that last regard, the lease stated that a violation by any guest or member of her household would constitute a violation by her. A 1996 amendment to the lease specified that illegal drug or criminal activity "off the premises" was cause for eviction. Article X provided that HOC could and would terminate the lease for the tenant's "material noncompliance with the terms of [the] Lease." Material noncompliance was defined to include permitting unauthorized persons to live in the unit as well as "serious repeated interference with the rights and quiet enjoyment of other residents."

This case arose from an altercation that occurred on January 9, 1997. Exactly what happened is not entirely clear. From the police report, it appears that, while Ms. London and Evan were driving along a public road about two blocks from Ms. London's home, they encountered one John Favilla, who had pulled his car over to clean his windshield but may have been partially blocking the road. Words were exchanged, whereupon Evan got out of the car and began punching Mr. Favilla in the face. Unfortunately for Evan, the event was observed by two county police officers, who, when Evan refused to desist, intervened. Evan then pushed the officers. Notwithstanding that she had a baby in the car, Ms. London joined the fray. According to the police report, she jumped on top of the two officers, struck one of them in the rib cage with her knee, punched the other, and kicked Mr. Favilla, who was on the bottom of the pile. Evan and his mother were arrested and charged with assault. In the course of a search, marijuana was found in Evan's pocket, so he was charged with unlawful possession as well. In all of the documents arising from this event, Evan gave his address as 9703 Ambergate Court.

On January 29, 1997, before any of the criminal charges were adjudicated, HOC sent a letter to Ms. London terminating her lease and giving her 30 days to vacate the property. According to the letter, that decision was based on the violation of the various covenants noted above--engaging in unlawful activity, disturbing the neighborhood, having a controlled substance, and providing accommodation to a boarder. When Ms. London failed to vacate, HOC filed a complaint in the District Court seeking restitution of the property.

By the time of trial on HOC's complaint, the criminal charges had been resolved. Evan was convicted of assaulting Mr. Favilla and of possessing marijuana. Ms. London pled guilty to hindering an arrest and received probation without judgment. The issues raised in the District Court were whether the altercation or the marijuana possession, which, as noted, took place two blocks from the property, constituted a violation of any of the covenants and whether Evan was, in fact, living in the property. The court found, as a fact, that Evan was residing in the property, and, on that basis, found three violations of the lease: Evan's criminal activity and possession of marijuana off the premises, forbidden by the 1996 amendment and attributable to Ms. London, and Evan's residing in the property. Because the criminal activity and drug possession occurred off the premises, was a singular rather than repeated occurrence, and did not affect any of the residents or immediate neighbors, the court did not find those violations to be substantial. Noting that Evan's residing in the property might constitute fraud, in that Ms. London's rent was calculated on the assumption that he was not residing in the property, the court found that

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

violation to constitute a substantial breach of the lease.

The court construed § 8-402 as requiring, for a judgment of restitution of the premises, not just the finding of a substantial breach, but also that the breach warrants an eviction. In that regard, it weighed the fact that Ms. London had occupied the property without incident for 17 years, that the criminal conduct was Evan's, that Evan, being in jail, was no longer in the property, and that he could be specifically banned from returning by HOC, and determined that, "when you weigh the scales of justice on this," it was not appropriate for Ms. London to be evicted. Upon that conclusion, the court entered judgment for Ms. London, denying the relief requested by HOC.

HOC appealed that judgment to the Court of Appeals, urging that it was incumbent upon the District Court, upon finding a substantial breach, to order restitution of the premises. Its view was, and remains, that a substantial breach necessarily warrants an order of restitution and that, by directing that the court "*shall* give judgment for the restitution of the premises" (emphasis added), the Legislature did not intend to allow discretion to do otherwise. The Court of Appeals agreed with HOC's interpretation, construing § 8-402 as creating a two-pronged, not a three-pronged test. Under its interpretation, if the court finds a breach of the lease and finds that that breach was substantial, it must order restitution of possession. In effect, the court held that a substantial breach warrants restitution as a matter of law and thus requires that such relief be provided.

We granted *certiorari* to review the judgment of the Court of Appeals.

DISCUSSION

The issue is purely one of statutory construction, and thus our goal is to discern and effectuate the intent of the legislature at the time it enacted the statute. We start, and usually end, in that endeavor with the statutory language itself, giving the words of the statute their ordinary and common meaning. In doing so, we attempt, if reasonably possible, to give effect to all of the words and phrases used by the legislature, "so that no word, clause, sentence or phrase is rendered surplusage, superfluous, meaningless, or nugatory."

That principle alone demonstrates the fallacy in HOC's and the Court of Appeals's construction. As noted, the relevant part of § 8-402(b) states that, "[i]f the court determines that the tenant breached the terms of the lease and that the breach was substantial *and warrants an eviction*, it shall give judgment...." (Emphasis added.) To read the statute as urged by HOC, and as the Court of Appeals read it, would make the phrase "and warrants an eviction" not only superfluous, but actually antithetical to the legislative intent they necessarily presume. If the Legislature really meant to *require* an eviction upon the finding of a substantial breach and to leave no discretion in the court, there would have been no need to add that last phrase, which serves only to detract from that intent or, at the very least, make it ambiguous. A more rational interpretation, in better keeping with the rule of construction enunciated above, is that, by including the additional language, the General Assembly intended for it to have positive meaning, and the only positive meaning it could have is to vest discretion in the court to decline a judgment of eviction, even upon a finding of substantial violation, if, in the court's view, the breach does not warrant an eviction.

The court is entitled, and indeed directed, to weigh all of the relevant factors before declaring a forfeiture and evicting the tenant, including the actual loss or damage

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

caused by the violation at issue, the likelihood of future violations, and the existence of effective alternative remedies for past or existing violations. The District Court judge recognized that duty in this case, and, as HOC's attack was solely on the existence of the duty, rather than the manner in which it was exercised, the Court of Appeals should have affirmed the judgment.

JUDGEMENT REVERSED.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

WITNESS STATEMENTS/DEPOSITION SUMMARIES

Statement of Pat Hodges

I moved to 610 Maple Avenue, Center City, Unit 1A, State of Confusion 12345, in the Landmark apartment complex on 1/3/2003, shortly after I divorced my husband [or wife, if you are a male Hodges]. The complex seemed clean, and it was on the bus route that I take to work. Also, it was in the same school district as my old house, so my kids would not have to change schools. I have two children: Mark, who is now 17, and Patrice, who is now 12. They were very upset after my divorce, and I wanted them to keep as many of their old routines as possible. We have a two-bedroom unit. The kids share a room that is divided by a curtain. I currently work full-time as a cafeteria aide at St. Joseph's nursing home. My hours are not nine-to-five. I work a morning shift two days a week and a late afternoon/early evening shift four days a week. I am trying to get more morning shifts so that I can keep an eye on the kids in the afternoons, but I haven't yet had any success. Those shifts are in great demand, and I don't have as much seniority as some of the other workers.

Until last year, I had no problems at Landmark Apartments. I was quite friendly with Mary Rice, the property manager. We would chat whenever I dropped off my rent check, and she would inquire as to how the kids were doing. Occasionally, I would sit and have coffee with her and we would make small-talk, mostly about our shared passion for Days of Our Lives [or, if you are a male Hodges, the Knicks basketball team].

In January of 2006, my 7 year old niece, Janet Crews, came to live with us for ten months. My brother, Janet's father, was incarcerated and Janet's mother was not capable of taking care of her because she was addicted to drugs. Janet is now being taken care of by her maternal grandmother. She is a sweet girl, and I was happy to help care for her, but the apartment was too small for three growing kids. Ms. Rice knew that Janet was living with us, and often gave her lollipops when we saw her. Ms. Rice never mentioned that I needed to change my lease in any way to account for Janet's stay with us. To be honest, I've never really read the lease. I am not a strong reader, and that legal gobbledygook is beyond me.

In March of 2006, Ms. Rice called me to ask if I knew what Mark was doing after school and on weekends while I was still at work. I said that Mark came home to do his homework and that he worked at McBurger three afternoons a week from 3:00 to 8:00. (I call him every afternoon when he is not working to make sure he got home OK.) I asked her why she was calling me to give me the third-degree. She said that she had been getting noise complaints from the neighbors about loud music being played in our apartment in the afternoons. I said that Mark sometimes listens to music while he does his homework, but that's it. That is what teenagers do. I'd rather have him listening to music than running around the streets. Plus, I limit him to having no more than two friends over to the apartment at a time – so how much noise can there be? I asked her who was complaining, but she wouldn't name names. She also wouldn't tell me how many complaints there were, or how many people made them.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

I suspect that it was Gloria Martin, who lives upstairs. She is a crotchety old woman who hates children. The day I moved in with the kids, she came downstairs and without so much as a hello told me to be sure I threw away my trash and kept things orderly. She also said, "I don't care for rowdy children, but if you keep yours quiet, we will be fine." Things didn't really get bad between us, however, until February 2006 when she found graffiti painted on her door and came down to my apartment screaming that Mark spray-painted her door. It definitely was not Mark; he was at school and work that day, and he has never been involved in any sort of vandalism. Our entire complex suffers from graffiti; it could be anyone. Anyway, after the call from Ms. Rice, I told Mark to keep his music down. At the end of March, I got a letter from Ms. Rice saying that if I didn't control the noise in my apartment, I could be subject to eviction. I was a wreck. I couldn't afford to be evicted and to have to find somewhere new. The location of the complex was ideal, and it would be terrible if my kids had to go to new schools. I told Mark to keep the music down and left it at that.

I paid the issue no further mind until April 15, 2006. On that day, I got home from work about 7 p.m. and saw about 20 teenagers milling around in front of our unit and on the sidewalk that connects the different units. There was very loud music playing, and some of the kids were drinking out of paper bags. I recognized at least two of the kids as friends of Mark's from school. I went into the house to look for Mark, but I didn't see him. I remembered that it was one of his days to work at McBurger. My daughter and Janet were at after-school care, thank goodness. I opened the window and screamed at the kids to leave the premises. They ignored me.

I decided to call Mark at McBurger to see if he had any idea what was going on. While I was on the phone, a fight broke out between two of the kids, which soon escalated into a bigger fight with kids jumping all over each other. I was real scared. I hung up with McBurger and called the police to explain that there were uninvited people milling near my house and that a fight was going on that could involve weapons. The police stated they had already received a call about the situation and were on their way. The police broke up the "party." I think they arrested some of the kids.

When Mark got home, I asked him if he knew why those kids were at our place. He denied knowing anything about it. I believe him. He is a basically a good kid. He is currently a "B" student at school. About two years ago, he did hit a rough patch. He was suspended twice from school for fighting. Then, he was arrested for marijuana possession. He was busted with a group of friends on the local elementary school playground. He was put in a diversion program, where he got counseling about drug abuse prevention and had to refrain from further criminal activity. After he completed the program, the charges were dismissed. Let's just say that he had to deal with a lot when his father left us. He was forced to become the man of the house at a very young age. I think he's really growing up. Two weeks later I get another letter from Ms. Rice saying that any more instances of criminal activity on or near my property will result in an immediate eviction.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

The summer of 2006 was rough. It was so hot and the air conditioning in my unit was not working. I kept calling the management office begging them to fix it, but nothing was ever done. During one conversation, Ms. Rice actually told me I shouldn't complain about the AC given the many problems I was causing to other residents. I kept my mouth shut after that. It was so stifling in the apartment that the kids couldn't even sit still to watch TV. I don't have the money to send them to fancy camps or anything like that. I can't even afford a window unit for the apartment. Patrice and Janet were in summer school, so at least they were out of the house during the week. Mark was no longer working at McBurger. He told me he was fired because his bosses thought that too many of his friends were hanging around the restaurant and not spending money. He spent a lot of time that summer playing basketball with his buddies. Sure there were times when they would hang out in front of the house and listen to music, but they weren't bothering anyone. They certainly couldn't stay inside the apartment, it was too hot!

At the end of July of 2006, Ms. Rice came to the apartment to tell me that there had been more complaints of noise coming from my apartment and reports of teenagers lingering around the apartment late into the night. She said she didn't want to evict me, but that I was skating on thin ice. I joked that I would really like some ice around now. She scowled, but said she was going to let the complaints slide because she felt bad for my kids. There were tons of folks hanging around outside over the summer months. In the middle of the complex there is an old playground and some picnic tables. Folks would congregate there in the evening hours and let the kids run around. People played music, kids were screaming and running around – it was no big deal. I didn't really socialize with the other residents, but Patrice liked to run around with the other kids.

By this time, Ms. Rice and I weren't really speaking anymore. Our friendship was ruined. In late November 2006, right after Janet moved out, I began having trouble with the heat. I was so angry after what I had been through in the summer with the air conditioning. I called Ms. Rice numerous times to ask for repairs. I could not let repairmen in the house when the kids were home alone, but we set up a time when I could be there to let the repairmen into the apartment. It worked for one day and then conked out again. And, it was getting real cold.

I called Legal Aid (they had helped with my divorce), and they told me I could file a suit for rent escrow, asking the judge to order the landlord to fix my heat. I sued Landmark by myself and won. I told the judge how I had to heat the house by leaving the oven open and by using space heaters. Landmark came up with all sorts of reasons why I should lose. They put Ms. Rice on the stand to say that I didn't give them proper notice, I didn't let the workers in the apartment, I was breaking the thermostat, etc. But, the judge believed me. The judge ordered Landmark to fix the heat and said I didn't have to pay two months rent – to represent the amount of time I went without working heat. Having that extra money was sure nice for paying off some bills.

After that, my heat was fixed, but Ms. Rice became openly hostile to me. She ignored me when I saw her. In March of this year (2007), I was checking my mail on my

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

way home from work, when Ms. Martin cornered me at the mailbox. She said that Mark and his friends had been partying, that she had called the police on them, and that the police had been out to the apartment. She told me I had to take better care of my children. I told her to mind her own business. When I questioned Mark, he said that he had three friends over to the house for a study session and that they were just listening to music in the apartment. He said that the police had knocked on the door to ask if anyone had noticed anything unusual. Then, the police left. Ms. Rice never contacted me about this or anything else. Next thing I know, I get a letter on April 1, 2007 saying I need to be out in 30 days. I personally gave Ms. Rice a letter from my neighbors, the Lewises, in my support. Nevertheless, I was served with papers on May 12, 2007, to evict me.

Statement of Mary Rice

I am the property manager at the Landmark apartments in Central City. I have worked there for seven years. My duties include collecting rent, handling requests for maintenance and repairs, screening new tenants and showing them available units, and scheduling and conducting inspections of units. I am also responsible for paying mortgages, taxes, insurance premiums, payroll, and maintenance bills on time. When there are problems with a tenant, it is my job to investigate and to recommend action to the general manager, who is located off site. I have an associate's degree from Central City Community College in business. I got the job at Landmark right out of college, and have been there ever since.

Ms. Hodge moved into Landmark in 2003 with her two kids. She seemed like a nice lady, and she passed the credit check, so I rented her the apartment. She always paid the rent on time, and would stop by to chat about soap operas. I worried about her kids though. They seemed to spend a lot of time unsupervised. At one point earlier this year, she was even taking care of a little girl, her niece I think, and I sometimes saw the girl roaming around the playground by herself. At first, I thought the niece was only visiting, but she ended up staying for about year. Once her stay lasted more than a few days, Pat should have added her to the lease.

A few years ago, Mark Hodges seemed to be falling into a lot of trouble. During one chat, Pat told me he had been arrested for drug possession and asked if I knew a good attorney. As I don't hang out with drug dealers, I certainly couldn't recommend anyone. I suggested that she call a public defender. I don't know what happened with the case, but he apparently didn't go to jail because I saw him around the apartment complex.

Mark started to really be a problem in terms of other residents in early 2006. I started getting numerous, daily calls from Gloria Martin, who lives directly upstairs from the Hodges in Unit 1C. Ms. Martin said that there was loud music being played in the apartment every afternoon from about 3 to 10pm. She said that Ms. Hodges was never home and that teenagers were floating in and out of the apartment and leaving trash all over the place.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

Around this time, I also got one call from Lucy Myers in Unit 3B saying that some teenagers hanging around near Unit 1A were making catcalls at her as she walked to her apartment and that she was scared for her safety. The next day, on March 9, I went over to the Hodges' unit around 4pm just to see for myself what was going on. I didn't hear anything or see anyone at home. In fact, when I went to McBurger to grab some dinner two hours later, Mark Hodges took my order. The next day I got a call from Ms. Martin complaining that her floor was shaking the music was so loud from downstairs. I decided to call Pat to see if she knew what was going on in her apartment in the afternoons. She denied that Mark was playing loud music, but said she'd talk to him about keeping things down.

Ms. Martin can be very demanding. She is constantly calling the front office to have various items repaired in her apartment and complaining about other residents. Some of her complaints have been unfounded. Thus, I thought perhaps Ms. Martin was exaggerating things, that is, until April 15. That's when I had to call the police to stop a riot from breaking out in front of Ms. Hodges' apartment. I didn't see what was going on, but Ms. Martin called saying she had heard a gunshot, so I immediately dialed 911. By the time I got over the apartment, the police were breaking things up and making arrests. I asked one of the kids what was going on. He said he had come to Landmark because he heard there was a "rocking party" going on. Then, I saw Mark talking to one of the police officers. I sent Ms. Hodge a warning letter that she would be evicted if there were further problems. I could have evicted her at that point, but I honestly felt bad for her and her kids. And, she had been a good tenant for many years. So, I thought they deserved one more chance.

There really weren't any problems again until the summer. Over the summer, I repeatedly saw Mark and his friends hanging out in front of the apartment playing music. It was driving Ms. Martin crazy, and she was constantly calling the front office. I offered to move her to a different unit, but she refused. At the same time, Ms. Hodges was saying that her air conditioning was not working. I kept trying to schedule a time for repairs, but she didn't want anyone in the apartment when she wasn't home – and she isn't home much. I have to hire an outside HVAC technician, and I wasn't going to spend the money until she could commit to an appointment time. I can't help people who don't help themselves!

In November, Ms. Hodges said the heat wasn't working. Again, I couldn't get her to set up a time for repairs. She sued us in court to order the repairs. In January 2007, there was a trial. The judge believed her story and abated her rent for two months. It is just amazing how some people can fool the legal system. After the lawsuit, we worked out a time for the repair and the heat was fixed. I felt we were all back on good terms.

Yet the noise complaints kept rolling in from Ms. Martin. I went by the apartment in early March 2007. There was a lot of noise coming from the apartment. I looked in the window, but the curtains were pulled shut. I heard what sounded like about 10 kids in there. There were beer bottles and trash all over the sidewalk in front of the Unit 1 apartments. I took some pictures of the trash. It was disgusting. I also went back

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

to the office and called the police. The police came out to my office and took a statement from me. I don't know if any arrests were made, but that was the breaking point. It had been a year of complaints about the nuisance coming from the Hodges apartment. It was time for the Hodges to move on.

I wish that Ms. Martin was available to testify at this trial because this case means a lot to her. However, she has been sick with pneumonia for several weeks and is not leaving her apartment for the time being under doctor's orders.

Statement of Mark Hodges

I am 17 years old, and I go to Thomas Jefferson High School. I am a sophomore. I should be a junior, but I was held back in middle school because I was diagnosed with a learning disability. I live with my mom and little sister at the Landmark Apartments. We've been there since my parents were divorced. It's OK there, but I hate sharing a room with my sister. The apartment is too small. But my mom is awesome, and she's doing the best she can. My dad doesn't help her out at all, and we never see him.

Landmark is trying to evict us, saying that we cause too many problems. That's just crazy. When school is over and on the weekends, I either do my homework, or I go to work. I used to work at McBurger, but they fired me because I was late a few times. It was hard getting there on the bus; the bus always breaks down. I've been working at the Olive Garden the last three months busing dishes. Yes, I sometimes have friends over to do homework, but that isn't against the law. Usually it's just me, Lyle Thomas, and Connor White. We used to play basketball together in a summer rec league, and we've been buddies ever since. We listen to some Nas and Jay-Z, play on my X-box, drink some Cokes, eat chips. The usual. At least we are not out hustling drugs or acting like thugs.

On April 15, 2006, I was at work at McBurger. I get a hysterical phone call from my mother saying that there are about 100 kids outside the apartment having some sort of party. I told her I didn't know anything about what was going on. I had plans that night to get together with Lyle, Connor, and some hotties we met the weekend before. We were going to meet at my house at 8:30 and then go to the movies. After my mom called, my manager let me leave early. By the time I got home, the police were taking statements. I told the police I had no idea why all these kids were at my house. They arrested Connor, but the charges were eventually dropped.

Ms. Martin is a real pain. She's been nasty to us since we moved in. She went nuts on my mom awhile back accusing me of spray-painting graffiti on her door. I didn't do it, but I don't feel sorry for her. I heard from Sheri Nickel, this girl who lives in Unit 4C, that Ms. Martin hates kids because her own children moved away and never talk to her. I can see why. She's always snooping around and screaming at everyone. Everyone in the complex hates her.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

Statement of Officer Riley

I respond to a lot of complaints about noise throughout the Eastern District of Central City. Thus, I do not remember the details of the incident at issue, but everything I knew at the time is in my police report. I know I responded to another call at the same apartment on a later date. I investigated noise and loitering complaints, but did not find anything upon my investigation. I knocked on the door, and it was answered by Mark Hodges. There were three juveniles in the unit; there was no noise or other disturbances that I could ascertain. Accordingly, I did not prepare an incident report.

****Exhibits begin on next page****

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

LEASE

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Landmark Property Management, shall be referred to as "OWNER" and Tenant(s)/Lessee, Pat Hodges, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 610 Maple Avenue, Unit 1A in the city of Central City.

1. **TERMS:** RESIDENT agrees to pay in advance \$650.00 per month on the 1st day of each month. This agreement shall commence on January 1, 2003. The tenancy created under this Rental Agreement shall continue from year to year after its expiration, subject to the same covenants, agreements, rules and regulations as are herein set forth, unless Owner mails to Resident or Resident mails to Owner written notice at least three months prior to the expiration date of the then existing term, of said Owner's or Resident's intention not to renew this Rental Agreement.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows: to property management office 610 Maple Avenue. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$ 650.00, and a Security Deposit of \$400.00, for a total payment of \$1,050. All payments are to be made payable to Landmark Property Management.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 60 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of \$30.00, (not to exceed 5% of the monthly rent), shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$50.00.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance: Pat Hodges, Mark Hodges, Patrice Hodges.

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER.

8. **NOISE AND BEHAVIOR:** RESIDENT will not make, permit, or facilitate any unseemly or disturbing noises or conduct by the Resident, Resident's family, employees, agents and/or guests; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

interfere with the rights, comforts, or convenience of other residents or Owner.

9. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

10. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

11. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains.

12. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

13. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

14. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

15. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

16. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

17. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

18. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

19. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

20. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

21. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

22. **EVICTON:** Any failures by the Tenant to pay rent or other charges promptly when due shall constitute a default herein under and permit Landlord at its option to terminate this tenancy upon 14 days' written notice to Tenant. Failure to comply with any other material term or condition herein shall also constitute a default and permit Landlord at its option to terminate this tenancy upon 30 days' written notice to Tenant. Upon such termination(s), all leasehold rights of Tenant under this agreement shall be forfeited and Tenant shall surrender possession.

23. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

☒ X Lead Based Paint Disclosure Form
☒ X EPA Pamphlet

24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

25. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature

Pat Hodges

Date: 1/1/03

OWNER'S or Agent's Signature

Date _____

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

TENANT LOG

Tenant: Hodges, Unit 1A

Lease start: 1/3/2003

DATE	ON DUTY	COMPLAINANT	INCIDENT	MANAGEMENT RESPONSE
2/10/2006		Gloria Martin (1C)	Graffiti painted on door	Martin says she saw Mark Hodges with paint can; advised her that graffiti was found throughout complex; police arrested non-resident teenager; had maintenance clean and repaint door
2/12/2006 8:15pm	NC	Gloria Martin (1C)	Loud music	
2/25/2006 4:13pm	MR	Gloria Martin (1C)	Loud music, trash	
3/4/2006 9:00pm	NC	Gloria Martin (1C)	Loud music	
3/5/2006 6:15pm	MR	Gloria Martin (1C)	Loud music	Spoke with Pat Hodges on 3/10 to alert her to problem; asked her to keep noise level down (MR)
3/8/2006 5:30pm	MR	Lucy Myers (3B)	Loitering, catcalls from teenagers outside 1C	Told her I would investigate. Went to Unit 1A next day, saw nothing out of order (MR)
3/10/2006 6:15pm	MR	Gloria Martin (1C)	Loud music, loitering	Spoke with Pat Hodges on 3/10 to alert her to problem; asked her to keep noise level down (MR)
3/12/2006 8:22pm	NC	Gloria Martin (1C)	Loud music	Went to unit 1A; heard loud rap music; knocked on door; Mark Hodges answered; asked him to turn down music; he turned it off
3/26/2006 8:15pm	NC	Gloria Martin (1C)	Loud music	Sent letter to Pat Hodges warning of lease violation on 3/27 (MR)
4/15/2006 6:15pm	MR	Gloria Martin (1C)	Loitering, loud music, possible weapons, multiple individuals outside Unit 1C	Called police. Police responded and issued warning. (MR)
4/30/2006 6:20pm	MR	Gloria Martin (1C)	Loud music	Sent warning letter to Hodges on 5/1/2006
6/13/2006 3:00pm	MR	Gloria Martin (1C)	Loud music, loitering, trash	
6/14/2006 8:30pm	NC	Gloria Martin (1C)	Loud music	
6/15/2006 4:15pm	MR	Gloria Martin (1C)	Loud music	
6/22/2006 5:30pm	MR	Gloria Martin (1C)	Loud music, loitering	
6/24/2006 8:45pm	NC	Gloria Martin (1C)	Loud music, loitering	

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

[illegible]

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

LANDMARK PROPERTY MANAGEMENT

Your Hometown Property Management Company for Over 45 Years

P.O. Box 394, Cockeysville, Confusion 24958
Customer Service: 555-888-1212

March 27, 2006

Ms. Pat Hodges
610 Maple Avenue, Unit 1A
Center City, Confusion 24976

Dear Ms. Hodges:

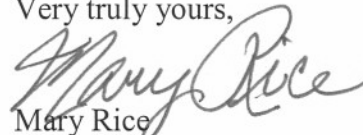
It has been reported to this office that you are in violation of Section 8 (Noise and Behavior) of your lease, specifically, noise in the form of loud music and voices.

Section 8 states, in part, that no "Resident shall make, permit or facilitate any unseemly or disturbing noises, nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comfort or convenience of other residents."

Please observe all provisions of your lease in the future. Your anticipated cooperation in this matter is appreciated.

If you have any questions, please contact Customer Service at 555-888-1212.

Very truly yours,


Mary Rice
Property Manager

PFD/ic
Cc: E

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

LANDMARK PROPERTY MANAGEMENT

Your Hometown Property Management Company for Over 45 Years

P.O. Box 394, Cockeysville, Confusion 24958
Customer Service: 555-888-1212

May 1, 2006

Ms. Pat Hodges
610 Maple Avenue, Unit 1A
Center City, Confusion 24976

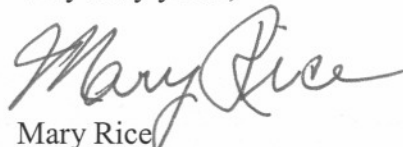
Dear Ms. Hodges:

In March of 2006, you assured me that there would no further noise or other problems associated with your apartment. On April 15, 2006, I had to call the police department to respond to numerous complaints of loitering and noise involving your apartment. You continue to be in violation of Section 8 (Noise and Behavior) of your lease.

This will be your final warning. If any further complaints are received, or if the police department needs to be summoned again, I will have no recourse other than to terminate your right to occupy Unit 1A at 610 Maple Avenue.

If you have any questions, please contact Customer Service at 555-888-1212.

Very truly yours,

A handwritten signature in cursive script that reads "Mary Rice".

Mary Rice
Property Manager

PFD/js
Cc: E

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

LANDMARK PROPERTY MANAGEMENT

Your Hometown Property Management Company for Over 45 Years

P.O. Box 394, Cockeysville, Confusion 24958
Customer Service: 555-888-1212

April 1, 2007

Ms. Pat Hodges
610 Maple Avenue, Unit 1A
Center City, Confusion 24976

Dear Ms. Hodges:

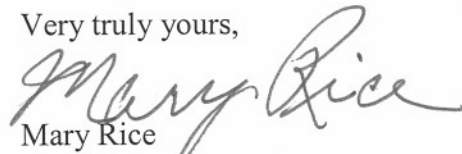
Despite prior warnings regarding lease violations present in your apartment, we continue to receive complaints. Complaints are continuously regarding noise, garbage, and loitering of teenagers in front of your building, blocking ingress and regress and consuming alcohol. This behavior is unacceptable and is interfering with the rights, reasonable comfort, and convenience of other Residents or occupants of other apartments and is in violation of Section 8 of the Lease Agreement.

These violations constitute material and substantial default under the provisions of your lease and pursuant to the remedies afforded to the Landlord thereby; your right to occupy the apartment is hereby terminated as of May 1, 2007.

If the premises are not vacated and the keys returned to the landlord by May 1, 2007, legal proceedings will be instituted, at your expense, to evict you from the apartment.

Under the terms of your lease and the provisions of State of Confusion law, you are responsible for the rent of your leased premises and any additional expenses incurred through December 31, 2007. Every effort will be made to re-rent the leased premises in order to reduce your financial obligation.

Very truly yours,


Mary Rice
Property Manager

PFD/js

Cc: M

E

MA

Certified mail, regular mail, hand delivered

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

POLICE REPORT

Complaint No.: 14567732006

Date: April 15, 2006

Time: 19:30

Location of offense: 610 Maple Avenue

Type of Premise: Apartment building

Arrested: Connor White, Age: 18

Reporting Officer (R/O): Officer Kelly Riley

On April 15, 2006 at 1830 hours, the Undersigned and Officer Jones were dispatched to investigate disorderly subjects and a possible weapons complaint possibly at 610 Maple Street, Unit 1A. The complainant Mary Rice was in the management office at 610 Maple Street. Upon arrival we observed about 30 subjects who appeared to be juveniles, on the patio and sidewalk area in front of Unit 1A. Several appeared to be drinking beer. There was loud music. As we approached the scene, it appeared that the juveniles were gathered around a fight. The Undersigned and Officer Jones broke up the fight and questioned and searched the two subjects. The subjects were identified as Connor White (DOB 3/14/1989; 543 Ryder Lane, Center City; 555-342-8473) and William Jones (DOB 2/6/1991; 4332 Millstream Road, Center City; 555-342-4567).

Upon searching subject White, a clear plastic bag containing a green vegetable-like substance which due to the Undersigned's training knowledge and experience appeared marijuana THC a controlled dangerous substance (later found by the forensic crime, by a certified chemist, to contain 5 grams of marijuana THC a schedule I controlled dangerous substance) was found on the White subject. White was placed under arrest. Jones was searched with negative results. No weapons were found.

White stated that Jones attacked him after he talked to Jones' girlfriend. Jones stated that White attacked with no provocation. Most of the participants had fled, however, we questioned two remaining witnesses (Nancy Billings and Lacy Ferraro), but could not confirm either Jones' or White's story. Billings stated that she was invited to a party at Unit 1A by White. She does not know the tenants in Unit 1A. Ferraro stated that she heard at school that "there was a party that afternoon at Mark Hodges' house." She has been to the premises before at the invitation of Mark Hodges.

No arrests were made in connection with the fight. The Undersigned and Officer Jones knocked on the door of Unit 1A and spoke to a subject identified as Pat Hodges. Hodges stated that she called police upon arriving home and seeing the group of people in front of her house. She stated that she recognized some of the teenagers who were present, but that neither she nor any family members invited the subjects to the apartment. At approximately 1920 hours, Mark Hodges (DOB 10/9/1989) arrived at the apartment. He stated that he was coming from work, did not invite anyone to the apartment, and had no knowledge of why anyone was there. He stated that he knew Connor White, but did not know William Jones. I advised Pat Hodges to call police if there were any other unauthorized gatherings at her apartment.

White was transported to the station for processing and charged with possession of Marijuana THC under the Criminal Code art. 27 § 288(a). No further information.

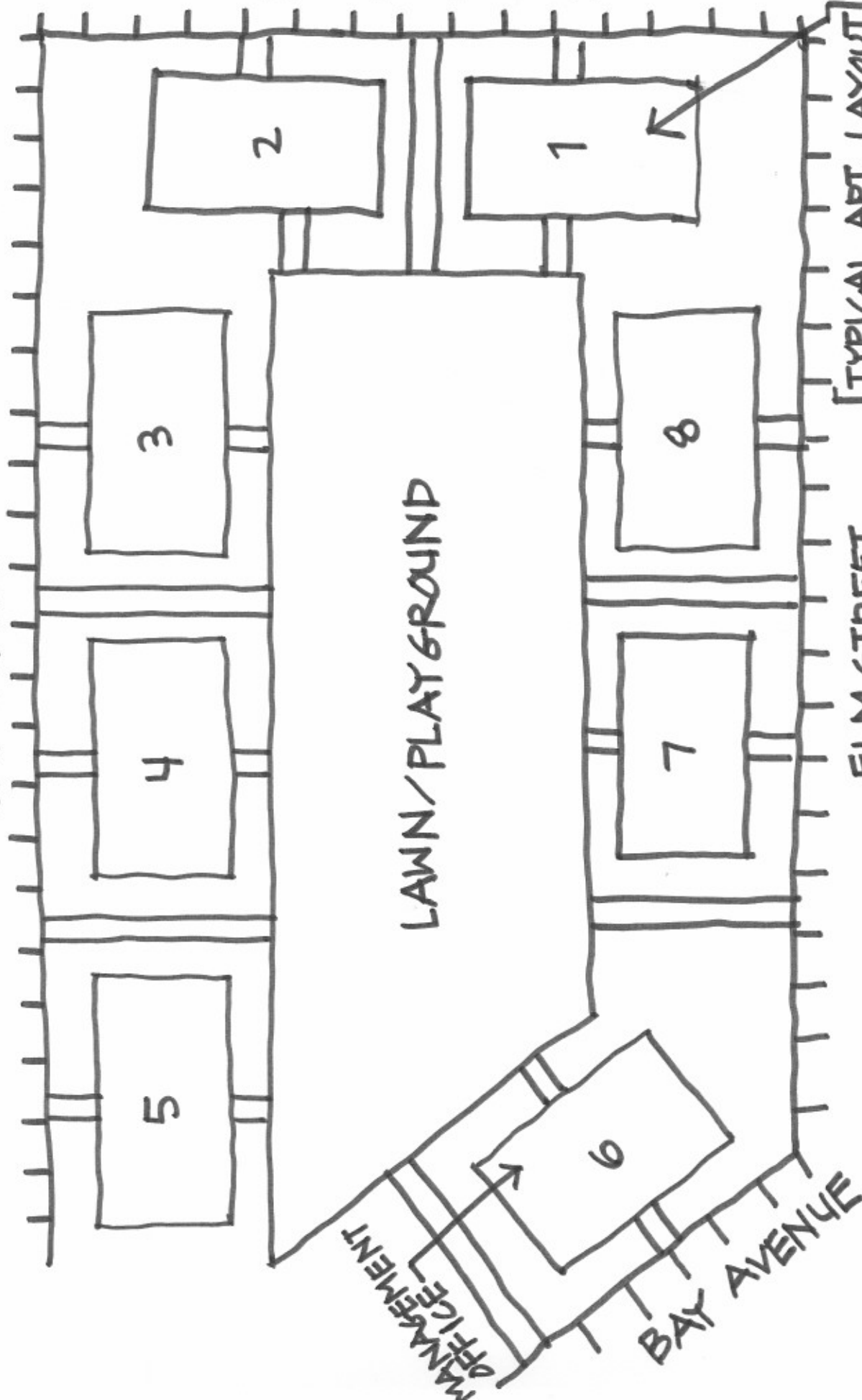
/s/ Officer

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

MCBURGER 444 Clancy Blvd., Center City, Confusion Store No. 453 Clock # 55 EMPLOYEE: Mark Hodges WEEK ENDING: SUN APR. 19, 2006				
MON APR 13 2006	IN	15:01	5:00	5:00
	OUT	20:03		
TUE APR 14 2006	IN	00:00	0:00	5:00
	OUT	00:00		
WED APR 15 2006	IN	14:55	4:00	9:00
	OUT	18:52		
THUR APR 16 2006	IN	14:57	3:00	12:00
	OUT	18:01		
FRI APR 17 2006	IN	15:00	5:00	17:00
	OUT	18:03		
SAT APR 18 2006	IN	8:00	6:00	23:00
	OUT	14:04		
SUN APR 19 2006	IN	00:00	0:00	23:00
	OUT	00:00		
Reg Time: 24 HRS @ 5.15 OT: 0.00 Dbl time: 0.00 SDI: _____ FICA: _____ Fed. W.H. Tax: _____ St. W.H. Tax: _____				

LANDMARK APARTMENT LAYOUT

OAK STREET



TYPICAL APT. LAYOUT
1st FL: UNITS 1A + 1B
2nd FL: UNITS 1C + 1D
3rd FL: UNITS 1E + 1F

ELM STREET

MANAGEMENT OFFICE

BAY AVENUE

SKETCH NOT TO SCALE

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

Photo of Apartment Building



D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

Photo of Trash



April 5, 2007

Dear Ms. Rice:

We have been Pat's neighbors for the last year. We have no complaints about them as neighbors. There is no noise or trash coming from their apartment. Mrs. Hodges even picks up trash left by other residents.

The tenants in Unit 1D can be noisy, maybe that is what is causing the problem. They have about 8 people living there.

Mrs. Martin asked us if we think the Hodges are noisy. We said no. Everyone knows she hates children.

The Hodges are ideal neighbors. No one else has problems with them. We hope they can stay.

Sincerely,
Samantha & Roger Lewis
Unit 1B

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

DISTRICT COURT OF THE STATE OF CONFUSION

Pat Hodges
610 Maple Avenue, Unit 1A
Center City, Confusion 24976

*

Case No: 5678-2006-1

Plaintiff

*

Trial Date: Jan. 15, 2007

v.

*

Landmark Property Management
1025 Cranbrook Avenue
Cockeysville, Confusion 24958

*

*

Defendant

*

JUDGMENT FOR RENT ESCROW

It is hereby ORDERED that judgment be entered for plaintiff in the above-captioned case for rent escrow. Plaintiff's rent is abated retroactively for December and prospectively until repairs are completed.


Hon. Judith Malone

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

In the District Court of Central County for State of Confusion

Pat Hodges,)	Case No.: 5678-2006-1
)	
Plaintiff,)	Transcript of Proceedings
)	January 15, 2007
vs.)	9:40 A.M.
)	
Landmark Property Management,)	
)	
Defendant)	
)	

APPEARANCES:

FOR THE PLAINTIFF:

Pat Hodges
610 Maple Avenue
Center City, Confusion 24976

FOR THE DEFENDANT:

Terry Snyder, Esq.
Snyder, Smith, and Tildon
644 Marlborough Road
Center City, Confusion 24957
555-684-3887

TRANSCRIPTION SERVICES:

Center City Court Reporting
115 Main Street
Center City, Confusion 24977

Transcribed from Courtroom Audiotape No. 88556-YR-1.

D. LANDMARK PROPERTY MANAGEMENT V. PAT HODGES

COURT: Objection overruled. Ms. Hodges, please move on in your questioning.

MS. HODGES: I have always been on time with my rent, isn't that true?

MS. RICE: Yes, there have been no major problems. It was only late a few times.

MS. HODGES: But I paid the late fee.

COURT: Ms. Hodges, you are not supposed to testify at this point. This is your chance to ask Ms. Rice questions.

MS. HODGES: I'm sorry your honor. Did I pay my late fees?

MS. RICE: Yes.

MS. HODGES: Have you ever had to sue me before?

MS. RICE: No. We have never gone to court before.

MS. HODGES: So, I am a tenant in good standing?

MS. RICE: Yes.

MR. SNYDER: Objection. Irrelevant.

COURT: Overruled. Ms. Hodges, you can proceed.

MS. HODGES: I told you my air conditioning wasn't working last summer.

COURT: Please phrase that as a question.

MS. HODGES: Was my air conditioning working last summer?

MS. RICE: I know I had it fixed after you asked me to fix it.

MS. HODGES: But it wasn't really fixed, was it?

MS. RICE: I sent out a repairman as you asked me to do. I called you later that day and you said everything was fine.

MS. HODGES: But I called you later in the week to say that it had broken again, didn't I?

MR. SNYDER: Objection. Relevance.

COURT: Sustained. Ms. Hodges, let's focus on the current problem that brings us here today.

MS. HODGES: I told you three weeks ago that my heat wasn't working. Isn't that true?