

Clerk Fees \$10.⁰⁰
Paid by Amy Farbett

HAMILTON COUNTY MUNICIPAL COURT
HAMILTON COUNTY, OHIO

Patricia Taylor
[Redacted]
Cincinnati, OH 45205

Plaintiff,
-vs-

Terrence Ahern
[Redacted]
[Redacted]
and
Hearne Homes, LLC
[Redacted]
Florence, KY 41005
Defendants.

Case No. 15CV13302

Judge

Complaint for Injunctive Relief and
Money Damages

Jury Demand Endorsed Hereon

NO CHARGE

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CLERK OF COURT
HAMILTON COUNTY, OH

Introduction

1. This is a complaint for injunctive relief and damages. Plaintiff is a tenant who rented a home from defendant and paid \$1,750 in advance. Plaintiff discovered only after moving in that Defendant had misrepresented essentials about the condition of the home, including the fact that water and gas service were unavailable to the home. Plaintiff seeks money damages and an order requiring Defendant to provide water service and cure other defects which have made the home unfit for habitation.

Parties and Jurisdiction

2. Patricia Taylor is a single woman whose household includes herself, her son, daughter, and granddaughter. She now resides at 749 Fairbanks Avenue, Cincinnati, OH 45205, in a single family home which she rents from defendant. Ms. Taylor is blind as a result of strokes and also has serious heart and kidney ailments.

3. Terrence Ahern is an individual who resides at 1391 Boone Aire Road, Florence, KY. Ahern owns numerous rental properties in Hamilton County in the name of Hearne Homes LLC, including 749 Fairbanks Avenue, Cincinnati, OH. He is a landlord as defined by R.C. 5321.01.

4. Hearne Homes LLC is a defunct Kentucky Limited Liability Company. Records of the Kentucky Secretary of State reflect that the corporation was “administratively dissolved” in 2011 and that its present status is “inactive” and its standing is “bad.” Hearne Homes is not registered in Ohio as either a foreign corporation or an Ohio corporation. Hearne Homes LLC is a landlord as defined by R.C. 5321.01.

Facts

5. Hamilton County Auditor records reflect that Terrence Ahern purchased 749 Fairbanks Avenue in 2004, and transferred it in 2013, along with 29 other properties, to Hearne Homes LLC.
6. Upon information and belief, Terrence Ahern is an owner of Hearne Homes and has personally maintained control of properties owned by Hearne Homes, including 749 Fairbanks.
7. Terrence Ahern is the customer of record of Greater Cincinnati Water Works (GCWW) for water service to 749 Fairbanks.
8. GCWW disconnected water service to 749 Fairbanks in November, 2013, due to delinquent sewer and water bills. At that time, Ahern owed \$1,187. The GCWW meter recorded no water usage at the property between November, 2013, and June, 2015.
9. 749 Fairbanks is one of only numerous properties on which Ahern has failed to pay water and sewer bills. In March, 2015, Ahern entered into a repayment agreement with GCWW. The agreement covered other properties but expressly specified that service to 749 Fairbanks would not be restored without payment in full of the outstanding balance owed for that property.
10. Upon information and belief, the unpaid balance for Ahern’s GCWW accounts totals over \$40,000. As of June 1, 2015, the outstanding balance for 749 Fairbanks was approximately \$1,500.
11. In late May, 2015, Ahern entered into a rental agreement with Patricia Taylor for 749 Fairbanks. To induce her to enter into the rental contract, Ahern represented that, other than some broken windows, everything was in good working order.
12. After paying Ahern \$1,750 and giving him a relocation voucher from the City of Cincinnati, Ms. Taylor and her family moved into 749 Fairbanks on or about June 2, 2015.

13. There was no water service when they moved in. Ahern told her that the only problem was a broken water meter, which was scheduled to be replaced by GCWW.
14. The building also had numerous broken windows, which Ahern promised to fix within two weeks. On May 27, 2015, the City of Cincinnati inspected the property and ordered that windows be replaced.
15. By the second week of June, there was still no water. Ms. Taylor called GCWW and was told that water would not be restored until Mr. Ahern paid his water bill.
16. When Ms. Taylor told Ahern of her conversation with GCWW, he told her she had no business contacting GCWW and repeated that the only obstacle to service was a new meter. Ahern falsely and knowingly stated that the bill for 749 Fairbanks was included in a repayment agreement with GCWW.
17. On June 8, 2015, GCWW installed a meter and the worker mistakenly turned the water on. As soon as the water came on, water sprayed from leaking pipes throughout the house, both in the basement and inside the walls and ceiling of the living quarters.
18. On June 12, 2015, GCWW again disconnected the water because of Ahern's unpaid bill.
19. After moving in, Ms. Taylor asked Duke to connect gas and electric service. Duke was unable to connect the gas because of a gas leak. Duke informed her that service had previously been "red tagged" because of a gas leak.
20. Ahern provided a gas kitchen range, but it has been unusable because there is no gas service. Ms. Taylor has thus been unable to use the stove.
21. In the first heavy rain after Ms. Taylor and her family moved into the home, water leaked badly from the roof into the living quarters.
22. Ahern has not paid the water bill, repaired the gas leak, or replaced all of the windows. After almost one month in the home, the Taylor family has no water for toileting, bathing, cooking, and all other water needs, is unable to use the kitchen range, has a board covering at least one window, and the roof leaks when it rains.
23. On or about June 15, Ahern offered to move Ms. Taylor into another house owned in the name of Hearne Homes. He told her that he would require an additional

\$200 security deposit and \$100 rent for the replacement house. At that time there were numerous open City orders against that property.

24. Ms. Taylor has suffered both financial and emotion damage as a direct result of Mr. Ahern's false representations and actions.

First Claim
Breach of Landlord Duties

25. Plaintiff restates and incorporates each of the preceding paragraphs as if fully restated.
26. Defendants failed to provide running water and maintain the rental premises in accordance with the requirements of R.C. 5321.04.
27. Defendants have failed to maintain Plaintiff's home in decent, safe and sanitary condition in violation of Ohio Revised Code 5321.04, the parties' lease contract, and the warranty of habitability.
28. Defendants' failure to repair the foregoing conditions violates Ohio Revised Code 5321.04.
29. Defendants' breach of contract and/or a breach of any duty that is imposed by law constitute a violation of R.C. 5312.12. Defendants acted with reckless or intentional disregard for Plaintiff's rights. Pursuant to R.C. 5321.12, Defendants' actions give rise to a claim for damages.
30. Defendants' failures in these regards are willful and in intentional disregard of Plaintiff health, safety and emotional well-being.
31. As a direct and proximate result of Defendants' negligent, reckless, and/or intentional infliction of emotional distress by its failure to meet the obligation to maintain the premises in a decent, safe, and sanitary condition, Plaintiff has suffered insult, humiliation, and emotional and physical distress. Plaintiff is, therefore, entitled to compensatory and punitive damages.

Second Claim
Fraud

32. Plaintiff incorporates each of the preceding paragraphs as if fully restated.
33. With the purpose of inducing Plaintiff to enter into a rental contract and make payments to plaintiff, Defendant Ahern knowingly made material, false statements about the condition of the rental premises, misrepresenting the

premises as in working condition when he knew that neither water nor gas service was available.

34. Defendant Ahern knew that water service would not be connected to the rental premises until he paid an outstanding water bill and that he had not paid that bill.
35. Defendant Ahern knowingly and falsely represented that the only obstacle to water service was the installation of a new meter. Once the true facts were known, Ahern still failed to pay the bill.
36. Plaintiff was entitled to and did reasonably rely on defendant Ahern's false representations to her detriment.
37. As a direct and proximate result of Defendant Ahern's false representations, Plaintiff has been damaged and is entitled to recover compensatory damages, and all costs and reasonable fees.

Third Claim
Negligence

38. Plaintiff realleges and incorporates by reference each of the preceding paragraphs as though fully rewritten herein.
39. Defendants' actions and inactions constitute negligence of their duty of ordinary care owed to Plaintiff.
40. Defendants' actions and inactions toward Plaintiff constitute negligent repair of problems at the premises.
41. Defendants' actions and inactions constitute negligence per se based on the failure to comply with statutory obligations pursuant to Ohio Revised Code 5321.04(A).

FOURTH CLAIM
Intentional Infliction of Emotional Distress

42. Plaintiff realleges and incorporates by reference each of the preceding paragraphs as though fully rewritten herein
43. As described above, Defendant Ahern intentionally or recklessly ignored his legal obligations as and Ohio and Cincinnati landlord.
44. Defendant Ahern's actions are extreme and outrageous.

45. As a direct and proximate result of Defendant Ahern's intentional, reckless, and/or negligent infliction of emotional distress, Plaintiff suffered severe humiliation, distress, depression, and anxiety.
46. Defendant Ahern knew or should have known his actions would cause Plaintiff severe emotional distress.
47. Defendant Ahern acted in bad faith, vexatiously, wantonly, obdurately, or for oppressive reasons.
48. As a result, Defendant Ahern is liable to Plaintiff for actual and punitive damages, attorney fees, and/or all other relief the Court may award.

WHEREFORE, Plaintiff respectfully asks this Court to:

- a. Issue an order for Defendants to bring and subsequently maintain the premises at 749 Fairbanks, Cincinnati, OH into compliance with all applicable laws;
- b. Award Plaintiff actual, compensatory, and punitive damages against the defendants jointly and severally in an amount to be determined at trial on all claims not to exceed \$15,000;
- c. Award Plaintiff the costs of this action, including reasonable attorneys' fees; and
- d. Grant all other relief that the Court finds just and equitable.

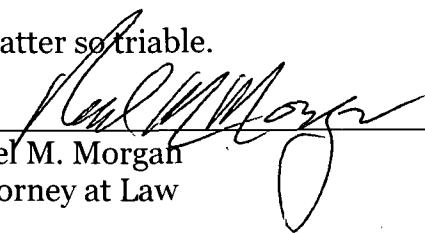
Respectfully submitted,



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Jury Demand

Defendant requests jury trial on all matter so triable.



Noel M. Morgan
Attorney at Law