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Bernard S. Dempsey, Jr.
Executive Director

August 31, 2007

Andrew J. Ruzicho II
118 Graceland Blvd. PMB 307
Columbus, OH 43214

Re: *Moore v. Leeper*, 2007 CVG 037362

Dear Mr. Ruzicho:

Enclosed is a copy of the Answer filed today in the above captioned case.

Sincerely,



Tamara R. Parker, Esq.

Enclosure

IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO

RICHARD L. MOORE,

Plaintiff,

-vs-

Case No. 2007 CVG 037362

GLORIA LEEPER,

DEFENDANT'S ANSWER AND
COUNTERCLAIM

Defendants.

ANSWER

Now comes the Defendant Gloria Leeper, through undersigned counsel, and answers the Plaintiff's complaint as follows:

FIRST CAUSE OF ACTION

1. The Defendant admits paragraph 1.
2. The Defendant admits paragraph 2.
3. The Defendant denies paragraph 3.
4. The Defendant admits that she was served with a notice on August 6, 2007, but denies the remainder of paragraph 4.
5. The Defendant denies paragraph 5.

SECOND CAUSE OF ACTION

6. The Defendant admits and denies paragraph 6 to the same extent that she admits or denies the prior paragraphs incorporated by reference.

7. The Defendant denies paragraph 7.

COUNTERCLAIM FOR BREACH OF CONTRACT AND RETALIATION

8. The Plaintiff agreed to participate as a landlord in the federally funded Section 8 Program, administered locally by Columbus Metropolitan Housing Authority (CMHA).
9. As a Section 8 landlord, the Plaintiff entered into a Housing Assistance Payment contract (HAP) with CMHA, and the Defendant is the third party beneficiary of that contract.
10. The HAP provides that CMHA is to pay \$362.00 per month of the \$588 rental amount, with the Defendant paying the remaining \$226.00.
11. The HAP contract also provides that the rental unit must be inspected annually by CMHA and if it fails inspection CMHA will abate the rent and cancel the HAP contract unless the landlord makes repairs within 10 days.
12. In the event that the HAP contract is cancelled due to the landlord's failure to make repairs, the tenant and the landlord are notified of the effective date of cancellation and the tenant is required to find another unit and move.
13. CMHA notified the Plaintiff on June 15, 2007 that the unit failed inspection and that the Plaintiff had 10 days to make repairs and request re-inspection. (Ex 1 hereto)
14. The Plaintiff failed to make repairs and request re-inspection within 10 days and therefore CMHA notified the Plaintiff on July 10, 2007 that the HAP contract would be cancelled effective August 31, 2007. (Ex. 2 hereto)
15. The Plaintiff filed pro se, a frivolous eviction action against the Defendant on June 26, 2007 to retaliate against her because CMHA was proposing cancellation of the HAP

contract, and the Defendant would not make repairs that the CMHA inspection indicated were the landlord's responsibility. (Exs. 3 and 4 hereto).

16. In the frivolous eviction action the Plaintiff alleged non-payment of rent, which was not alleged in the notice to vacate.

17. In the frivolous eviction action the Plaintiff alleged that the Defendant's lease term had expired when it had not. (Exs. 5 and 4).

18. The Plaintiff did not appear for the eviction hearing in that action.

19. The first cause of action was voluntarily dismissed, but the Plaintiff did not dismiss the second cause of action even though the Defendant did not owe any outstanding rent.

COUNTERCLAIM FOR MALICIOUS PROSECUTION

20. In the eviction action the Plaintiff filed pro se, the Plaintiff alleged non-payment of rent knowing that the rent had been paid.

21. The Plaintiff through counsel filed a second frivolous eviction action against the Defendant knowing that there was already an eviction action pending.

22. In the second eviction filed August 14, 2007, the Plaintiff again alleged non-payment of rent, again knowing that Defendant had paid her rent, and that Plaintiff actually owed Defendant for repairs made to the property.

23. The Plaintiff did not cash the Defendant's check in an attempt to manufacture a basis for a non-payment of rent claim to support the frivolous eviction case; however the Plaintiff did not return the check to the Defendant.

24. As a result of the Plaintiff's filing of frivolous eviction actions, the Defendant has suffered damage to her reputation making it more difficult for her to lease from other

landlords.

WHEREFORE, the Defendant prays for the following:

1. The Plaintiff's complaint be dismissed with prejudice;
2. The Defendant be awarded actual and punitive damages, plus reasonable attorneys fees; and that the costs of this action be assessed to Plaintiff.

Respectfully submitted,

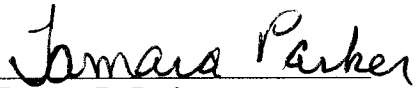
The Legal Aid Society of Columbus

Tamara Parker

Tamara R. Parker (0077207)
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(614) 224-8374 ext 169

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing answer and counterclaim was sent by regular U.S. mail, postage prepaid, to the Plaintiff, Richard L. Moore, 5205 Paw Paw Road, Columbus, Ohio 43229 on this 31st day of August, 2007.



Tamara R. Parker
Attorney for Defendant