

2007 Ohio 4044, \*; 2007 Ohio App. LEXIS 3692, \*\*

FRANK POJMAN, ET AL., PLAINTIFFS-APPELLANTS vs. COLUMBIA-BROOKPARK  
MANAGEMENT, LLC, ET AL., DEFENDANTS-APPELLEES

No. 88666

COURT OF APPEALS OF OHIO, EIGHTH APPELLATE DISTRICT, CUYAHOGA  
COUNTY

2007 Ohio 4044; 2007 Ohio App. LEXIS 3692

August 9, 2007, Released

SUBSEQUENT HISTORY: Discretionary appeal not allowed by *Pojman v. Columbia-Brookpart Mgt., L.L.C.*, 2007 Ohio 6803, 2007 Ohio LEXIS 3375 (Ohio, Dec. 26, 2007)

PRIOR HISTORY: [\*\*1]

Civil Appeal from the Cuyahoga County Common Pleas Court. Case No. CV-503069. *Columbia-Brook Park Management, LLC v. Schindler*, 2003 Ohio 1156, 2003 Ohio App. LEXIS 1090 (Ohio Ct. App., Cuyahoga County, Mar. 13, 2003)

DISPOSITION: AFFIRMED.

#### CASE SUMMARY


PROCEDURAL POSTURE: Plaintiffs, manufactured home park (MHP) lot renters, sought review of a judgment from the Cuyahoga County Common Pleas Court (Ohio), which granted summary judgment to defendant MHP owner in the renters' claims regarding the alleged unconscionability of the rental rate increases under R.C. 3733.16.


OVERVIEW: The park owner rented lots in the MHP senior community to renters who owned their own manufactured homes. It was noted that the MHP had been previously owned by a family for over 30 years, and that they only increased the rental rates minimally, if at all, each year. Upon acquiring the MHP, the owner informed the renters that it was raising the lot rental rates pursuant to R.C. 3733.11, which resulted in an average increase of approximately 19 percent. Two years later, the rents were increased by another five percent. Many of the renters filed suit, which resulted in the trial court's grant of summary judgment to the MHP owner upon finding that the increased rents were not substantively unconscionable as a matter of law under R.C. 3733.16. On appeal, the court held that under § 3733.16(B), an evidentiary hearing was not required, as the renters had "a reasonable opportunity to present evidence" in the summary judgment proceeding. The two-pronged unconscionability test applied to the renters' claims. As the trial court properly determined that there was no substantive unconscionability, a procedural unconscionability determination was not undertaken.


OUTCOME: The court affirmed the judgment of the trial court.

CORE TERMS: unconscionability, manufactured, summary judgment, rent, unconscionable, rental rates, lease, rent increase, opportunity to present evidence, contract terms, substantive unconscionability, substantively, assignment of error, municipal, evidentiary hearing, resident, rental agreements, increased rents, common pleas, service rendered, market value, announcement, bargaining, prong, matter of law, time period, rent paid, statutory phrase, de novo, conscionability


#### Civil Procedure > Jurisdiction > Subject Matter Jurisdiction > Amount in Controversy

*HN1* Pursuant to R.C. 1901.17, a municipal court has jurisdiction only in cases where  the damages claimed are less than \$ 15,000.


*HN3* An appellate court reviews questions of statutory interpretation under a de novo  standard.

*HN4* Appellate review of granting summary judgment is de novo. Pursuant to Civ. R.  56(C), a party seeking summary judgment must prove that: 1) there is no genuine issue of material fact; 2) the party is entitled to judgment as a matter of law; and 3) reasonable minds can come to but one conclusion and that conclusion is adverse to the nonmoving party.

#### Civil Procedure > Summary Judgment > Hearings > General Overview

*HN5* Civ. R. 56(C) does not require a court to hold a formal hearing. Rulings on  summary judgment may involve as little as the submission of memoranda and evidentiary materials for the court's consideration. Cuyahoga County, Ohio, Ct. C.P. R. 11(1)(2) states that unless otherwise ordered by the court, motions for summary judgment shall be heard on briefs and accompanying evidentiary materials (as permitted by Civ. R. 56(C)) without oral argument.

#### Civil Procedure > Summary Judgment > Evidence

*HN6* Civ. R. 56(C) states that rulings on summary judgment motions shall be based on  pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact.


Contracts Law > Defenses > Unconscionability > General Overview 


*HN7* Unconscionability is generally recognized to include an absence of meaningful choice on the part of one of the parties to a contract, combined with contract terms that are unreasonably favorable to the other party. Unconscionability thus embodies two separate concepts: (1) unfair and unreasonable contract terms, i.e., "substantive unconscionability," and (2) individualized circumstances surrounding each of the parties to a contract such that no voluntary meeting of the minds was possible, i.e., "procedural unconscionability," or bargaining naughtiness.


Contracts Law > Defenses > Unconscionability > General Overview 

*HN8* Courts examining whether a particular limitations clause is substantively unconscionable have considered the following factors: the fairness of the terms, the charge for the service rendered, the standard in the industry, and the ability to accurately predict the extent of future liability. Procedural unconscionability involves those factors bearing on the relative bargaining position of the contracting parties, e.g., age, education, intelligence, business acumen and experience, relative bargaining power, who drafted the contract, whether the terms were explained to the weaker party, whether alterations in the printed terms were possible, whether there were alternative sources of supply for the goods in question.


Real Property Law > Mobilehomes & Mobilehome Parks > Subdivisions 

*HN9* Ohio's two-pronged test for unconscionability applies to claims brought under R.C.  3733.16.

Governments > Courts > Judicial Precedents 

*HN10* While out-of-state decisions are not binding on an Ohio court, they may be  instructive in a case.

Contracts Law > Defenses > Unconscionability > General Overview 

*HN11* For purposes of a determination regarding unconscionability, Black's Law  Dictionary 1549 (7th ed. 1999) defines "fair market value" as the price that a seller is willing to accept and a buyer is willing to pay on the open market and in an arm's length transaction; the point at which supply and demand intersect.

COUNSEL: FOR APPELLANTS: Kirk Stewart, Shaker Heights, Ohio; George W. Cochran, Cochran & Cochran, Streetsboro, Ohio.

FOR APPELLEES: John W. Monroe, Mansour, Gavin, Gerlack & Manos Co.,  
Cleveland, Ohio.

JUDGES: BEFORE: Calabrese, P.J., Blackmon ↘, J., and Stewart, J. PATRICIA ANN  
BLACKMON ↘, J., and MELODY J. STEWART, J., CONCUR.

OPINION BY: ANTHONY O. CALABRESE, JR.

OPINION

#### JOURNAL ENTRY AND OPINION

N.B. This entry is an announcement of the court's decision. See App.R. 22(B), 22(D) and 26(A); Loc.App.R. 22. This decision will be journalized and will become the judgment and order of the court pursuant to App.R. 22(E) unless a motion for reconsideration with supporting brief, per App.R. 26(A), is filed within ten (10) days of the announcement of the court's decision. The time period for review by the Supreme Court of Ohio shall begin to run upon the journalization of this court's announcement of decision by the clerk per App.R. 22(E). See, also, S.Ct. Prac.R. II, Section 2(A)(1).

ANTHONY O. CALABRESE, JR., P.J.:

Plaintiffs Frank Pojman, et al., (appellants) appeal the trial court's granting summary judgment to defendants Columbia-Brookpark Management, [\*\*2] LLC, et al. (CBPM), on plaintiffs' claim regarding the unconscionability of manufactured home park lot rental agreements. After reviewing the facts of the case and pertinent law, we affirm.

I.

On June 25, 2001, CBPM purchased Columbia Park manufactured home community, located in Olmsted Township, from the Brookins family, who had owned the park for over 30 years. Columbia Park consists of 1,092 rental lots designed for manufactured homes, which are individually owned by appellants. CBPM is considered a "senior community"; appellants are predominantly age 55 and older, with many residents on fixed incomes. On July 18, 2001, shortly after purchasing Columbia Park, CBPM notified appellants that, effective September 1, 2001, it was raising the lot rental rates pursuant to R.C. 3733.11. While the Brookins family operated the park, average lot rental rates increased by approximately four to five percent, or \$ 10, per year with some years showing no rent increase on record.

Before reviewing CBPM's newly proposed rent, which is the subject of this appeal, we briefly discuss the pertinent background of manufactured homes. Although manufactured homes are many times referred to as "mobile" homes, they are, in fact, relatively immobile in a literal sense. Not only is the cost of relocating a manufactured home somewhat prohibitive, many of the homes are susceptible to structural damage if

transported. Because of these factors, many manufactured homeowners are forced to live with changes in land lease terms, as the alternatives are simply not feasible. As a result, in 1977, the Ohio legislature adopted R.C. 3733.01 et seq., which specifically governs tenancies in manufactured home parks.

Turning back to the facts of the case at hand, before CBPM's 2001 rent increase, 27 separate rental rates applied to the 1,092 homesites at the park. During litigation, the parties each submitted expert statistical reports detailing the history of the park's rental rates as well as CBPM's increase. The conclusions of the reports vary, which may be accounted for by the experts' different methodology in calculating the rent increase. For purposes of this opinion, the average rental rate at the park in 2000, before CBPM's increase, was \$ 244. In 2001, after CBPM's increase, the average rental rate was \$ 290. Thus, the rental rates increased by an average of approximately 19 percent. Additionally, CBPM increased the rent by another five percent in 2002, bringing the average rent to \$ 304. It should be noted that there was no increase in rent at Columbia Park in 1999, therefore the rent was increased by \$ 60 over three years.

On June 11, 2003, appellants, who total 918 individuals, filed a complaint in the Cuyahoga County Common Pleas Court, <sup>1</sup> alleging, among other claims, that CBPM's rent increase was unconscionable under R.C. 3733.16. After reviewing the parties' motions, including the expert reports, the court, on August 2, 2006, granted CBPM's motion for summary judgment. As part of a 17-page opinion, the court determined that the increased rents were not substantively unconscionable as a matter of law. It is from this order that appellants appeal.

In their first assignment of error, appellants argue that "the trial court erred by summarily dismissing appellants' [un]conscionability claims without complying with the statutory mandate to conduct an evidentiary hearing on all relevant factors." Specifically, appellants argue that R.C. 3733.16(B) mandates that appellants "have their day in court if their interests are to be safeguarded." R.C. 3733.16(B) reads as follows: When it is claimed or appears to the court that the rental agreement, or any clause of it, may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its setting, purpose, and effect to aid the court in making the determination."

The operative clause within this statute for the purpose of this appeal is "a reasonable opportunity to present evidence \*\*\*." Appellants argue that "whenever a resident claims a lease provision is unconscionable, the court must conduct a full evidentiary hearing \*\*\*." In support of this proposition, appellants cite *Central Ohio Coop Milk Producers v. Rowland* (1972), 29 Ohio App.2d 236, 281 N.E.2d 42, in which the court held that a hearing was required to determine the unconscionability of a contract clause under R.C. 1302.15(B). R.C. 1302.15(B), which also uses the language "a reasonable opportunity to present evidence," governs transactions under Ohio's Uniform Commercial Code, rather than residential land leases for manufactured home parks.

CBPM, on the other hand, argues that a plain reading of the statute does not require an evidentiary hearing, and furthermore, if the legislature had wanted a mandated hearing when the unconscionability of provisions in manufactured home lot leases becomes an issue, the statute would have been drafted to expressly require a hearing. CBPM cites no law, Ohio or otherwise, to support its proposition. Furthermore, our research reveals that R.C. 3733.16(B) has not been interpreted by an Ohio court to date.

In the instant case, the court's opinion granting CBPM's summary judgment motion states the following regarding the statutory phrase "a reasonable opportunity to present evidence":

"Plaintiffs misread R.C. 3733.16(B). \*\*\* The parties have fully briefed the issue of unconscionability, submitted their evidence, and filed cross motions for summary judgment. The court assumes the parties have submitted all evidence relevant to their claims with their summary judgment motions. No party has pointed to any evidence that could only be presented at an oral hearing. As such, the summary judgment process provides plaintiffs a 'reasonable opportunity to present evidence' on the issue of unconscionability in accordance with R.C. 3733.16(B) without holding a full evidentiary hearing. The court has fully complied with R.C. 3733.16 and since the evidence is not in factual dispute, it will proceed to determine plaintiffs' claims of unconscionability based on the parties summary judgment materials."

We review questions of statutory interpretation under a de novo standard. *Moulagiannis v. City of Cleveland Board of Zoning Appeals*, Cuyahoga App. No. 84922, 2005 Ohio 2180. [\*\*8] Additionally, <sup>HN4</sup> appellate review of granting summary judgment is de novo. Pursuant to Civ.R. 56(C), the party seeking summary judgment must prove that 1) there is no genuine issue of material fact; 2) they are entitled to judgment as a matter of law; and 3) reasonable minds can come to but one conclusion and that conclusion is adverse to the nonmoving party. *Dresher v. Burt* (1996), 75 Ohio St.3d 280, 1996 Ohio 107, 662 N.E.2d 264.

Civ.R. 56(C) does not, however, require the court to hold a formal hearing. Rulings on summary judgment "may involve as little as the submission of memoranda and evidentiary materials for the court's consideration." *Brown v. Akron Beacon Journal Publishing Co.* (1991), 81 Ohio App.3d 135, 139, 610 N.E.2d 507. See, also, *Transamerica Financial Services v. Stiver* (1989), 61 Ohio App.3d 49, 572 N.E.2d 149; *Gates Mills Investment Co. v. Pepper Pike* (1979), 59 Ohio App.2d 155, 392 N.E.2d 1316 (holding that whether to grant oral hearings on summary judgment motions is discretionary). We also note that Loc.R. 11(1)(2) states that "unless otherwise ordered by the court, motions for summary judgment shall be heard on briefs and accompanying evidentiary materials (as permitted by Civ.R. 56(C)) without oral argument." See, also, Civ.R. 7(B)(2).

While we find no cases directly on point, we hold that appellants were afforded the opportunity to present evidence, in accordance with R.C. 3733.16(B), via the summary

judgment process. <sup>HN6</sup> Civ.R. 56(C) states that rulings on summary judgment motions shall be based on "pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact \*\*\*." In the instant case, appellants did, in fact, file numerous documents including expert reports in conjunction with affidavits.

We also note that in interpreting the phrase "reasonable opportunity to present evidence" found in R.C. 1302.15(B), the Sixth District Court of Appeals of Ohio stated that the statute "does not provide a specific method for the presentation of evidence," and held that the court did not abuse its discretion when it did not hold a hearing regarding the issue of unconscionability. *Young v. Rollins Leasing Corp.* (Dec. 7, 1979), Lucas App. No. L-78-137, 1979 Ohio App. LEXIS 11597. See, also, R.C. 2715.04 (expressly stating that a defendant "may receive a hearing" on a motion for attachment by producing a written request for the opportunity to be heard), and R.C. 2705.03 (expressly stating [\*\*10] that the accused in a civil contempt of court proceeding shall be given an opportunity to be "heard").

Accordingly, we conclude that the statutory phrase "reasonable opportunity to present evidence" does not expressly mandate a hearing. Furthermore, taking into consideration the evidence that the court reviewed and the court's thorough analysis in granting CBPM's summary judgment motion, we cannot say that the court abused its discretion in making this decision without a hearing. As such, appellant's first assignment of error is overruled.

### III.

In their second and final assignment of error, appellants argue that "the trial court erred in granting summary judgment on appellants' [un]conscionability claims on the basis that reasonable minds could not conclude from the record that appellees' rent increase was [not] unconscionable." Specifically, appellants argue that CBPM's rent increase was both procedurally and substantively unconscionable. However, although somewhat unclear, appellants also argue that the court erred when it determined that a successful unconscionability claim under R.C. 3733.16 requires a plaintiff to prove both procedural and substantive unconscionability.

We first review the proper standard for unconscionability under R.C. 3733.16. Ohio law regarding the unconscionability of contract provisions is detailed in *Collins v. Click Camera & Video* (1993), 86 Ohio App.3d 826, 834, 621 N.E.2d 1294 (internal citations omitted):

Unconscionability is generally recognized to include an absence of meaningful choice on the part of one of the parties to a contract, combined with contract terms that are unreasonably favorable to the other party. Unconscionability thus embodies two separate concepts: (1) unfair and unreasonable contract terms, *i.e.*, 'substantive unconscionability,' and (2) individualized circumstances surrounding each of the parties to a contract such that no voluntary meeting of the minds was possible, *i.e.*, 'procedural

unconscionability,' or, in the words of Professor Leff, 'bargaining naughtiness.'

\*\*\*

<sup>HN8</sup> ¶ "[C]ourts examining whether a particular limitations clause is substantively unconscionable have considered the following factors: the fairness of the terms, the charge for the service rendered, the standard in the industry, and the ability to accurately predict the extent of future liability.

\*\*\*

"Procedural unconscionability involves those factors bearing on the [\*\*12] relative bargaining position of the contracting parties, e.g., 'age, education, intelligence, business acumen and experience, relative bargaining power, who drafted the contract, whether the terms were explained to the weaker party, whether alterations in the printed terms were possible, whether there were alternative sources of supply for the goods in question.'"

In the instant case, the court discussed this two-pronged unconscionability test, encompassing both procedural and substantive aspects. However, after analyzing the factors associated with substantive unconscionability, the court found that CBPM's increased rent was not substantively unconscionable, and declined to analyze procedural unconscionability.

While there does not seem to be any Ohio case law regarding the unconscionability of a manufactured home park lot lease under R.C. 3733.16, unconscionability has been litigated under R.C. 5321.14, which governs landlord/tenant rental agreements. In *Carrols Corp. v. Canton Joint Venture* (June 27, 1990), Stark Common Pleas No. 88-2115-1, the court applied the two-pronged unconscionability test to a commercial lease. Additionally, the Tenth District Court of Appeals applied the two-pronged procedural and substantive unconscionability test to a lease agreement between a man who rented a parking space for his 1980 Allegro motor home from a corporation that owned and operated a self-storage facility in *Conkey v. Eldridge* (Dec. 2, 1999), Franklin App. No. 98AP-1628, 1999 Ohio App. LEXIS 5635. Finally, in *Schwartz v. Alltel Corp.*, Cuyahoga App. No. 86810, 2006 Ohio 3353, this court applied the same two-part unconscionability test to a noncommercial, i.e., consumer, transaction. Accordingly, we conclude that <sup>HN9</sup> ¶ Ohio's two-pronged test for unconscionability applies to claims brought under R.C. 3733.16.

We next review the merits of the court's determination that the lease was not substantively unconscionable. As noted earlier, the court only reviewed substantive unconscionability, because failure to "pass" one prong of the test renders the other prong moot.

The essence of substantive unconscionability is the fairness of the contract terms.



However, the essence of appellant's second assignment of error is that the court analyzed the wrong contract term, thus its ruling was inherently flawed. Appellants urge us to base our analysis on CBPM's "rent increase," noting that it is the single largest increase in Columbia Park's history. CBPM, on the other hand, argues that the court focused on the proper contract term - the rent charge resulting from the increase. As support for its position, CBPM cites a Florida case with facts similar to the case at hand. In *Belcher, Club Wildwood Mobile Home Village v. Kier* (Fla.2d DCA 1990), 558 So.2d 1039, the Second District Court of Appeals of Florida reversed the trial court's finding of substantive unconscionability regarding manufactured home park lot leases, by holding "we cannot say that 'no man in his right mind' would pay these rents." *Id.* at 1045.

The *Belcher* court focused on the increased rent, rather than the isolated rent increase. "Keeping in mind then that the standard we are applying is one of unconscionability, rather than one of unreasonableness, we review the rents as actually charged to see if they are monstrously harsh or grossly excessive, \*\*\* when compared to the trial court's finding of fair market rental value." *Id.* In the instant case, the court cited *Belcher*, among other similar Florida and California cases, reasoning that <sup>HN10</sup> ¶ while out-of-state "decisions are not binding on this court, they are instructive in this case. Florida [<sup>\*\*15</sup>] courts addressing similar issues primarily focus on the difference between fair market value for rent in the same geographic area and the actual rent paid by the plaintiff lessees."

This approach is further bolstered by the simple fact that the increase itself is not an actual "contract term"; it is the increased rental rate that is a term of CBPM's lease. After careful review, we conclude that the court did not err in analyzing the rent, rather than the increase, to determine unconscionability.

In the instant case, the court discussed four factors to determine whether the lot lease was substantively unconscionable: 1) the fairness of the contract's terms; 2) the charge for the service rendered; 3) the standard in the industry; and 4) the ability to accurately predict the extent of future liability. As stated earlier, the court analyzed the rent paid by appellants to CBPM, which is both a contract term and the charge for the service rendered, thus falling under the first and second factors in the four-part analysis. Furthermore, the court compared CBPM's rent with the fair market value within Greater Cleveland, as evidence of the third factor, the standard in the industry. <sup>HN11</sup> ¶ Black's Law Dictionary (7<sup>th</sup> Ed.1999) 1549, defines "fair market value" as follows: "The price that a seller is willing to accept and a buyer is willing to pay on the open market and in an arm's length transaction; the point at which supply and demand intersect."

The court based its analysis on the expert data offered by appellants and found that CBPM's "2001 rent was reasonably similar to other manufactured home parks in the same geographical region during the same time period." The statistical data compared CBPM's rental rates with other manufactured home park rents in Florida, Ohio, Greater Cleveland, and even more specifically, local parks that are considered senior communities. For example, appellants' documents show that for 2001, the manufactured home parks located in Cleveland rented lots at the following average

rates: \$ 299, \$ 219, \$ 235, \$ 275, \$ 275, \$ 229, \$ 345, \$ 220, \$ 235, \$ 280, \$ 190, and \$ 220. Columbia Park's average rental rate for 2001 was \$ 290. The average rental rate across the board for Cleveland manufactured home park lots in 2001 was \$ 255. Thus, in 2001, Columbia Park's rate was \$ 35 higher than the average. We also note that CBPM asserts that Columbia Park is at the high end of the spectrum for services and amenities offered to residents of a manufactured home park, and appellants do not dispute this statement.

While we are sensitive to appellants' argument that CBPM's increase may have posed a financial burden on Columbia Park's residents, we cannot say that the rent is substantively unconscionable. Because appellants failed to show this prong of the test, we need not discuss procedural unconscionability. Appellants' second assignment of error is overruled.

Judgment affirmed.

It is ordered that appellees recover from appellants costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate be sent to said court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

ANTHONY O. CALABRESE, JR., PRESIDING JUDGE

PATRICIA ANN BLACKMON, J., and MELODY J. STEWART, J., CONCUR

**ADDENDUM TO LEASE – DISCOUNTED RENT**

ADDENDUM TO LEASE dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ Manufactured Home Community as LANDLORD, and \_\_\_\_\_ as TENANT(S).

During the \_\_\_\_\_ month term of the attached Lease Agreement, TENANT(S) shall be entitled to, and shall receive a \$\_\_\_\_\_ discount off of the base rental amount, provided TENANT(S) are not in default of the terms of the Lease Agreement. A default shall exist if the TENANT(S) fail to abide by the Community Rules and Regulations, or fails to make timely rental payments as specified in the Lease Agreement. In the event of default, TENANT(s) shall immediately forfeit his/her/their right to the discount.

Monthly Site Rent	\$ _____
School Tax (If Applicable)	\$ _____
Total Base Rent Amount	\$ _____
Less: Rent Discount	\$ ( _____ )
Plus: Other Charges (If Applicable)	
Pet Fee (pet)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY LEASE CHARGES:</b>	<b>\$ _____</b>

Base Rent will be subject to Annual Increases not to exceed Community Annual Increase. At the completion of the Lease, the Rent Discount will expire and your new lease will be adjusted to market rent.

Discounted Rent with a term greater than twelve (12) months will **not be assumable** if the home remains in the Community. The subsequent owner of the home will be required to sign a new Lease Agreement and Addendum to Lease, and must meet all new resident move-in requirements, but will not be able to assume the remainder of the Discounted Rent lease term.

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

**ACCEPTED AND APPROVED BY:**                      **AGENT FOR LANDLORD:**

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
District Manager/Community Manager

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Site # / Address

\_\_\_\_\_  
Regional Manager Signature

**Please attach this legal document to your Lease Agreement**





## Resident File Checklist

Resident's Name: \_\_\_\_\_ Site # \_\_\_\_\_

Title Holder if different then above: \_\_\_\_\_

Title Holder Contact Info: \_\_\_\_\_  
Address Phone

### MOVING IN:

- \_\_\_\_\_ Application For Residency
- \_\_\_\_\_ Lease
- \_\_\_\_\_ Lease Addendums
- \_\_\_\_\_ Credit and Eviction Report
- \_\_\_\_\_ Criminal Report for all occupants over the age of 18
- \_\_\_\_\_ Home Set Up Agreement
- \_\_\_\_\_ Copy of Title
- \_\_\_\_\_ Acknowledgement of Receipt of Community Rules and Regulations
- \_\_\_\_\_ Pet Registration
- \_\_\_\_\_ Copy of Security Deposit Paid
- \_\_\_\_\_ Recreational Facilities Passes
- \_\_\_\_\_ Copy of Utility Deposit Paid
- \_\_\_\_\_ Update Form
- \_\_\_\_\_ Water Move In Complete
- \_\_\_\_\_ Resident Referral Form if Applicable

### MOVING OUT:

- \_\_\_\_\_ Move Out Notice
- \_\_\_\_\_ Security Deposit Release
- \_\_\_\_\_ Resident Transaction History
- \_\_\_\_\_ Home Site Inspeiton
- \_\_\_\_\_ Water Move Out Complete
- \_\_\_\_\_ Sent to Collections

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date





# ANNUAL RESIDENT UPDATE FORM

Dear Resident: Please fill out the following annual registration form and return to your community office. This information will be kept confidential and is used in such cases as fire, storms etc. If you have any changes throughout the year, please notify your community office.

## GENERAL INFORMATION

Community: Marysville Estates Date filling out form: \_\_\_\_\_  
Primary Resident Name: \_\_\_\_\_ Site Number: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_ Cell or other number: \_\_\_\_\_

## HOME OWNER, RESIDENT, LESSEE, OCCUPANT INFORMATION (List ALL occupants living in home)

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Relationship: \_\_\_\_\_ Relationship: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Relationship: \_\_\_\_\_ Relationship: \_\_\_\_\_ Relationship: \_\_\_\_\_

## HOME INFORMATION

Name on Title to home: \_\_\_\_\_ Make of Home: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ Year: \_\_\_\_\_

**A COPY OF THE TITLE TO YOUR HOME MUST BE ON FILE AT THE OFFICE PER OHIO LAW. PLEASE PROVIDE A COPY UPON RETURNING THIS FORM TO THE OFFICE IF YOU HAVE NOT DONE SO.**

## VEHICLE REGISTRATION

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_  
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_  
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

Current Employer: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Emergency Contact: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Their Home Phone: \_\_\_\_\_ Cell or Secondary Number: \_\_\_\_\_  
Address: \_\_\_\_\_

## PETS IN THE HOUSEHOLD

What pets are present in your home? Cat  Dog  Type of Dog: \_\_\_\_\_  
Have you provided a copy of the current year's dog registration and vaccination record?  Yes  No  
If you answered no, please provide this information upon returning this form to the office.

