



City of Willowick
BOARD OF ZONING APPEALS

Wednesday, April 10, 2024 at 7:30 PM
City Council Chambers

ADA NOTICE

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

AGENDA

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CHAIRMAN SWEAR IN APPLICANT(S) & AUDIENCE MEMBERS WHO WILL BE GIVING TESTIMONY.

APPROVAL OF MINUTES

- [1.](#) BZA Minutes 2/14/2024 Condensed
- [2.](#) BZA Minutes 2/14/2024 Complete

- [3.](#) Case 24-3 Roger Earley

NEW BUSINESS

OLD BUSINESS

ADJOURNMENT

File Attachments for Item:

1. BZA Minutes 2/14/2024 Condensed

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WILLOWICK BOARD OF ZONING APPEALS

ON WEDNESDAY, FEBRUARY 14, 2024,
COMMENCING AT 7:30 P.M.

BOARD MEMBERS: NICK KOUDELA
RICH HILL
TOM FLAISIG
PHIL YARLETTS
DEBBIE CLARKE

ALSO PRESENT: STEPHANIE LANGRAF, ESQ.

MADAM SECRETARY: CHRISTINE MORGAN

TRANSCRIBED BY: BRIAN KUEBLER

Item #1.

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MS. CLARKE: Second.
MR. KOUDELA: Thank you, Mr. Hill.
Roll call, please.
MADAM SECRETARY: Mr. Koudela?
MR. KOUDELA: Aye.
MADAM SECRETARY: Mr. Flaisig?
MR. FLAISIG: Aye.
MADAM SECRETARY: Mr. Yarletts?
MR. YARLETTS: Aye.
MADAM SECRETARY: Mr. Hill?
MR. HILL: Aye.
MADAM SECRETARY: And, Ms. Clarke?
MS. CLARKE: Aye.
MR. KOUDELA: Okay. Before us tonight we have two cases. If I can have anybody that's here for or against, I'd like to swear you in. If you can raise your right hand please, anyone who's going to be speaking here today.
MR. O'BRIEN: My name's Mark O'Brien with me here today --
MR. KOUDELA: Can you just please raise your right hand? Do you, do you swear to tell the truth during these proceedings here today?

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MR. KOUDELA: Let's stand and do the pledge, please.
- - - -
(Thereupon, the Pledge of Allegiance was recited by all.)
- - - -
MR. KOUDELA: Okay. Can we get a roll call, please.
MADAM SECRETARY: Mr. Koudela?
MR. KOUDELA: Here.
MADAM SECRETARY: Mr. Flaisig?
MR. FLAISIG: Here.
MADAM SECRETARY: Mr. Yarletts?
MR. YARLETTS: Aye. Here.
MADAM SECRETARY: Mr. Hill?
MR. HILL: Here.
MADAM SECRETARY: And Ms. Clarke?
MR. KOUDELA: Okay. Thank you. Somebody make a motion to approve the December 13th meeting minutes, please.
MR. YARLETTS: Mr. Chairman, I would like to make a motion that we approve the December 13th, 2023 minutes as stated.
MR. KOUDELA: Can I get a second?
MR. HILL: Second.

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MR. O'BRIEN: Yes.
MS. HARTMAN: Stephanie Hartman. I swear to tell the truth.
MR. KOUDELA: Okay. Thank you.
MS. LANGRAF: Also, if the Housing Inspector's going to testify at one time, why don't we just swear him in too.
MR. BRENNAN: I swear to tell the truth.
MR. KOUDELA: Swear to tell the truth during these proceedings here today?
MR. BRENNAN: Yes.
MR. KOUDELA: Thank you. Okay. Case No. 24-1 is an appeal of Shoregate Towers.
If you could state your name and address for the record, please.
MR. O'BRIEN: Hi, my name is Mark O'Brien. I'm attorney at law in the State of Ohio. My address is 12434 Cedar Road, Suite 11, Cleveland Heights, Ohio 44106. And I'm the attorney on behalf of Lemma Getachew, Guenet Indale, and Shoregate Towers NS, LLC.
MR. KOUDELA: Okay.

3

1 MR. O'BRIEN: Okay.
 2 BZA MEMBER: So, first one --
 3 first one we're going to discuss is Case
 4 No. 24-1. This is in regards to a
 5 maintenance violation dated 1/24/24,
 6 Apartment 850 East Building.
 7 If you could just kind of state
 8 your reasoning what we're here for today.
 9 MR. O'BRIEN: So, we are here
 10 today because Mr. Brennan filed -- or
 11 served upon our clients a Notice of
 12 Violations titled a Property Maintenance
 13 Notice with respect to the International
 14 Property Maintenance Code Section 309.1 in
 15 which it states all structures shall be
 16 kept free from insect and rodent
 17 infestation. All structures in which
 18 insect or rodents are found shall be
 19 promptly exterminated by approved process
 20 that will not be injurious to human health.
 21 Mr. Brennan then ordered in his
 22 violation notice that the tenant -- that
 23 the property owner shall properly
 24 exterminate all insects and roaches
 25 throughout Apartment No. 850 East Building

1 and submit copies of reports and invoices,
 2 his compliance date, as stated in the
 3 notice, was January 29th or a five-day
 4 thereafter. My client contends that, first
 5 of all, that such compliance date is not
 6 possible, that it's unreasonable under the
 7 Property Maintenance Code to request that
 8 somebody exterminate any insects or they're
 9 filed with the code within such time.
 10 Section 107 of the Code
 11 specifically states that any notice that's
 12 given by the building official shall
 13 require not only that it be in writing,
 14 provide a description of real estate,
 15 include statement of violation, and why the
 16 notice is being issued, and also include a
 17 correction order, allowing a reasonable
 18 time to make repairs and improvements
 19 required to bring the dwelling, unit, or
 20 structure into compliance with provision to
 21 the Code.
 22 It is our contention that allowing
 23 only five days to bring the structure into
 24 compliance with the Code is unreasonable
 25 and therefore violative of the 2015

1 Property Maintenance Code.
 2 My client's representative who is
 3 here to testify with me today will state
 4 that they attempted to ameliorate the
 5 problem, but they were unable to do so
 6 because they could not gain admittance to
 7 the property.
 8 That when they went with their --
 9 with the property's pest control company,
 10 that they attempted to gain entry and the
 11 -- the tenant who lived there would not
 12 allow them entry.
 13 They tried to key in and the
 14 tenant who was there in the apartment had
 15 barred the chain on the door. They had
 16 prevented them from any entrance. They
 17 would not let them in and would not let
 18 them provide treatment for the infestation.
 19 With me today is Stephanie
 20 Hartman.
 21 Stephanie, can you step up to the
 22 podium.
 23 MS. HARTMAN: Yes. Hello.
 24 MR. KOUDELA: Can you say your
 25 name and address for the record, please.

1 MS. HARTMAN: Do you want my home
 2 address?
 3 MR. O'BRIEN: Just Shoregate
 4 Towers.
 5 MR. KOUDELA: Just Shoregate
 6 Towers is fine.
 7 MS. HARTMAN: Stephanie Hartman,
 8 30901, Lakeshore Boulevard, Willowick, Ohio
 9 44095.
 10 MS. CLARKE: And what's your
 11 affiliation with Shoregate Towers?
 12 MS. HARTMAN: I'm the property
 13 manager.
 14 - - - -
 15 EXAMINATION OF STEPHANIE HARTMAN
 16 BY MR. O'BRIEN:
 17 Q. And how long have you been the property manager
 18 for Shoregate?
 19 A. August of 2023.
 20 Q. And you're the onsite property manager, right?
 21 A. Yes, correct.
 22 Q. What are your duties as the onsite property
 23 manager?
 24 A. To manage the property.
 25 Q. Okay. And what do you mean by "manage the

1 property"?

2 A. I have to look over all -- every little aspect of

3 it. Leasing, making sure my maintenance guys are

4 doing what they're supposed to be doing, making

5 sure this company is doing what they're supposed

6 to be doing, which is the pest control.

7 Q. Okay. And did you receive the Property

8 Maintenance Violation Notice that we're on here

9 today? I'll show you a copy of it. It's a

10 Property Maintenance Violation Notice dated

11 January 24th, 2024.

12 Are you familiar with this notice?

13 A. Yes.

14 Q. Okay. And this is a notice which is attached,

15 Exhibit B, to our Notice of Appeal; is that

16 correct?

17 A. Correct.

18 Q. Okay. Do you remember this notice?

19 A. I do.

20 Q. Okay. What action did you take when you got this

21 notice?

22 A. I went with the pest control company to the unit.

23 And I videoed to make sure, because he said he

24 could not gain entry, so I said, I'm going to go

25 with you because I have to make sure that I can

1 Q. Okay.

2 A. -- so, they were in the unit.

3 Q. Okay. And you're the one who took this video?

4 A. I did.

5 Q. Okay. So why were you there with him?

6 A. To prove that they refused anybody to go into the

7 unit.

8 Q. Okay. And by refusing you mean they have the

9 security lock bar from the inside?

10 A. Yes.

11 Q. Okay. And so, you knocked, announced yourselves,

12 they would not let you in?

13 A. Correct.

14 Q. And this is what day?

15 A. Is it okay if I look on my phone to see what it

16 is?

17 Q. Yes.

18 A. Okay. I believe I sent it to you the exact same

19 day. This was January 26th at 2:34 P.M.

20 Q. Okay. So, that's two days after you got the

21 notice, right?

22 A. Correct.

23 Q. And Sean, you referred to Sean, he's the

24 gentleman in the video who looked -- do you know

25 his last name?

1 prove it. And I videoed the fact that they would

2 not allow him in. He tried to key in and they

3 had the lock on, so...

4 Q. Okay. I'm going to play a copy of the video for

5 you first.

6 A. Okay.

7 Q. First of all, do you recognize this door front --

8 A. I do.

9 Q. -- in the video?

10 Okay. We'll play this for you first and then

11 for the Board.

12 - - - -

13 (Thereupon, video played.)

14 - - - -

15 Q. First of all, can you tell me what's happening

16 here.

17 A. This is Sean trying to get into the unit and it's

18 locked.

19 Q. And what does he do?

20 A. He tries to key into the unit.

21 Q. After knocking the door, right?

22 A. After he knocks.

23 Q. Was he able to gain entrance?

24 A. He was not able to gain entrance because they had

25 the little hotel lock on --

1 A. I don't.

2 Q. Sean Ford, does that sound familiar?

3 A. Yes.

4 Q. Okay. And he works for whom?

5 A. I can't say the company, Elrich [sic] --

6 Q. Ehrlich Pest Control.

7 A. -- Ehrlich.

8 Q. A division of Rentokil.

9 A. Yes.

10 Q. Most aptly named company in the world.

11 And Sean comes how often?

12 A. Every Friday.

13 Q. Okay. And what does he do every Friday?

14 A. He does 18 units and he does the outside of the

15 unit or outside of the building. He also does

16 the inside. He does the common areas. He does

17 garbage chutes and --

18 Q. But if you have some units that require

19 attention, he does those units?

20 A. Yes.

21 Q. And that's 18 units, right?

22 A. 18 units.

23 Q. So, he came on the 26th of January?

24 A. He did. It was a Friday.

25 Q. Okay. Which is two days after you got the

1 notice, right?
 2 A. Correct.
 3 Q. And you attempted to have him treat the unit?
 4 A. Correct.
 5 Q. But were unsuccessful?
 6 A. Exactly.
 7 Q. And why were you unsuccessful?
 8 A. They refused to let us in.
 9 MR. O'BRIEN: I'll play this for
 10 the Board then. I've got a copy for you as
 11 well. I'll stand here if that's okay.
 12 Can everybody see this?
 13 MS. LANGRAF: Do you have a copy
 14 for the Clerk?
 15 MR. O'BRIEN: We have a copy, but
 16 I'll just play it one time for everybody.
 17 - - - -
 18 (Thereupon, video played.)
 19 - - - -
 20 MR. KOUDELA: Okay. Mr. O'Brien,
 21 if you're -- if you're ready, back to my
 22 initial question. What are we doing here
 23 today? What are you --
 24 MR. O'BRIEN: We are into --
 25 MR. KOUDELA: -- looking to do?

1 MR. O'BRIEN: We are here today
 2 because we would like the Board to agree
 3 with us that the Violation Notice does not
 4 comply with the 2015 Property Maintenance
 5 Code because it does not provide an
 6 adequate amount of time under the
 7 circumstances to address the issue and
 8 bring the property into compliance.
 9 Again, 2015 Property Maintenance
 10 Code, which is incorporated into the
 11 Codified Ordinances of the City of
 12 Willowick by Section 1367.01 thereof
 13 requires that adequate notice be given, and
 14 that the landlord be given or the property
 15 owner be given an adequate amount of time,
 16 not only to correct the violation, but to
 17 bring the property back into compliance
 18 with the provisions of the Code.
 19 And we submit to you -- we contend
 20 that a Property Maintenance Violation of
 21 the notice that only gives five days to
 22 bring the property into compliance, which
 23 means to exterminate all pests under the
 24 Property Maintenance Code section, which in
 25 this case is 309.1 does not give adequate

1 amount of time.
 2 So, we are asking the City to
 3 amend, at the very least, the Violation
 4 Notice to allow my client enough time to
 5 bring the property back into the
 6 compliance, which would include then, you
 7 know, giving them enough time to get the
 8 tenant who will not let them in, to let
 9 them in to perform what needs to be
 10 performed, which is infestation this
 11 instance.
 12 MR. KOUDELA: Okay.
 13 MR. O'BRIEN: Thank you.
 14 MR. FLAISIG: Mr. O'Brien, is that
 15 tenant still occupying Apartment 850?
 16 MS. HARTMAN: She is currently
 17 under eviction, so I'm just waiting on that
 18 timeframe.
 19 MR. O'BRIEN: Yeah, We filed an
 20 eviction case in the Willoughby Municipal
 21 Court. This is one of the Section 8
 22 tenants from the Lake Municipal Housing
 23 Authority.
 24 Lake Municipal Housing Authority
 25 has terminated their contracts with

1 Shoregate Towers. Those units -- those
 2 tenants who have failed to vacate their
 3 units and find new housing and who are not
 4 paying their rent, are now being evicted
 5 for non payment of rent.
 6 And this unit should be -- I
 7 believe we're scheduled on this case to go
 8 before the Willoughby Municipal Court on
 9 March 4th, which means that we anticipate
 10 getting a judgement on that date, which
 11 means by the middle of March this tenant
 12 should have vacated.
 13 So, we would ask that you give
 14 us -- and since they won't let us gain
 15 entry to the unit, since they're barring
 16 the door and not answering and not letting
 17 us in, we ask that you give us at least
 18 until a few days after that date, until say
 19 March 20th, to go and treat for roaches and
 20 to fix whatever problems are in the unit.
 21 MR. KOUDELA: Okay.
 22 MR. O'BRIEN: And I have here a
 23 thumb drive, it contains the video. So, if
 24 I can submit it, the material to the Clerk
 25 MR. KOUDELA: Yep.

1 MR. O'BRIEN: Thank you.
 2 MR. FLAISIG: Now do you have
 3 video of your attempts on February 2nd and
 4 February 9th, the two Fridays after your
 5 26th attempt of attempting to gain access
 6 to the property?
 7 MR. O'BRIEN: I have not
 8 [unintelligible] no, but -- will this
 9 tenant allow you to gain entry to that
 10 unit?
 11 MS. HARTMAN: No, they will not
 12 answer any phone calls, they will not
 13 answer any messages. They want nothing to
 14 do with me.
 15 MR. O'BRIEN: The point is just
 16 that the Property Maintenance Code states
 17 that notice shall be given and that the
 18 notice shall include a reasonable time in
 19 which to ameliorate the problem and to
 20 bring the property back into compliance.
 21 The Code also requires -- or also
 22 states that not just the building owner or
 23 the property owner, but also the occupant
 24 of the unit, you know, can be cited for
 25 such -- for any [unintelligible] under the

1 Code. And in this case, the occupant
 2 wasn't cited, but only the property.
 3 MS. CLARKE: Mr. O'Brien, I just
 4 have a couple questions.
 5 MR. O'BRIEN: Yeah.
 6 MS. LANGRAF: : So, on the 24th
 7 you got a notice that you needed to
 8 promptly exterminate insects and roaches
 9 throughout Apartment 850 in the East
 10 Building, right? Your tenant did? Your
 11 client?
 12 MR. O'BRIEN: My client received
 13 that, yes.
 14 MS. LANGRAF: : Okay. And then
 15 that video, it said she went there on the
 16 26th; is that right?
 17 MR. O'BRIEN: So, it was the 26th?
 18 MS. HARTMAN: Let me confirm in my
 19 cellphone because that's the day that I
 20 sent it to you, so --
 21 MR. O'BRIEN: I confirmed that you
 22 sent me the video on January 26th at 2:34
 23 P.M.
 24 MS. LANGRAF: : Okay.
 25 MR. O'BRIEN: And Sean Ford is the

Item #1.

1 technician for Ehrlich Pest Control th
 2 could -- that has been coming, I don't
 3 know, probably a couple years, before your
 4 time --
 5 MS. HARTMAN: Yeah.
 6 MR. O'BRIEN: -- to perform pest
 7 control maintenance at the property every
 8 Friday.
 9 MS. LANGRAF: : Sure.
 10 MR. O'BRIEN: And so, they -- they
 11 have a contract that says that Ehrlich will
 12 -- will -- will treat not just common areas
 13 in the building, but they'll also treat a
 14 number of units every Friday, that's 18
 15 units.
 16 So, if Stephanie tells them that
 17 we need these units treated, they will go
 18 treat them.
 19 MS. LANGRAF: : Okay. So, on the
 20 24th, you got a notice from the City that
 21 there was an issue in Apartment 850. Do
 22 you know if that apartment was already
 23 scheduled with Sean that day or did you
 24 tell them to go there?
 25 MS. HARTMAN: I'm sorry, repeat

1 the question. Because it would've been for
 2 sure the 26th. I'm sorry, I was just
 3 looking at the date because the date is the
 4 -- is a Friday.
 5 MS. LANGRAF: : Was that apartment
 6 scheduled for the pest control on the 26th
 7 or did you add that onto the -- to the --
 8 MS. HARTMAN: I added that on --
 9 MS. LANGRAF: -- [unintelligible].
 10 Okay.
 11 MS. HARTMAN: -- yeah.
 12 MS. LANGRAF: : So, the compliance
 13 date was January 29th, but you were at the
 14 apartment with pest control on the 26th.
 15 MS. HARTMAN: Correct.
 16 MS. LANGRAF: : And you're here
 17 today saying that the 29th was not a
 18 reasonable amount of time to get pest
 19 control to the apartment?
 20 MS. HARTMAN: They refused entry.
 21 MS. LANGRAF: : And then your
 22 appeal was filed on the 26th as well?
 23 MR. O'BRIEN: I filed -- I think I
 24 brought the appeal -- I brought the appeal
 25 in on the 29th.

1 MS. LANGRAF: : 29th. But you
 2 served it on the City on the --
 3 MR. O'BRIEN: And for some reason
 4 it says received on the 26th.
 5 MS. LANGRAF: : Yeah.
 6 MR. O'BRIEN: And I know because
 7 when I arrived I saw Mr. Brennan at the
 8 window, and I was given -- or no, no,
 9 that's not right. I came, I brought it in
 10 the 26th, and then I was told to come back
 11 on the 29th. So yes, I filed this on the
 12 26th.
 13 MS. LANGRAF: : Okay.
 14 MR. BRENNAN: Mr. Chairman --
 15 MR. KOUDELA: Yes.
 16 MR. BRENNAN: -- I believe this
 17 was a Friday.
 18 MR. O'BRIEN: Yeah, so I came in
 19 on a Friday.
 20 MR. BRENNAN: Yeah, it was on a
 21 Friday, and I don't know exactly what the
 22 date was on that Friday.
 23 MR. O'BRIEN: That was the 26th.
 24 It was the 26th, and then Sean said the
 25 secretary wasn't there, and then I get

1 called and I got called and I came back on
 2 the 29th and gave him the check, and I got
 3 -- and then received the paperwork on that
 4 date. But yes, I was there on the 26th
 5 because if we believe that a Violation
 6 Notice did not comply with the Code, that
 7 we have 20 days then to -- under the
 8 Code -- to file an appeal with this Board.
 9 And I didn't believe that at that
 10 time -- that giving five days' notice to
 11 eradicate all pests in one apartment is
 12 reasonable. I also -- I mean, you know, I
 13 also believe that -- and not that the Board
 14 cares about this, you might care about
 15 this -- I also think that, you know, that
 16 the ordinance itself is violative to a
 17 substantive due process because it doesn't
 18 provide, you know, reasonable time to
 19 comply necessarily, because the definition
 20 of infestation under this -- under this
 21 Property Maintenance Code means even one
 22 insect or one rodent, so I don't know how
 23 anybody could ever comply with the Code
 24 when it says that even one bug is an
 25 infestation. And it's impossible in a 403

1 unit, two-tower apartment building to
 2 have one bug in the unit.
 3 And I know you would understand
 4 what substitute process is, I don't think
 5 necessarily the Board does, but I don't
 6 think that the Code complies with due
 7 process in that regard because I think it's
 8 impossible not to have one bug in an entire
 9 apartment complex of this size.
 10 MS. LANGRAF: : So as of today,
 11 you haven't been able to get into the
 12 apartment?
 13 MS. HARTMAN: I have not.
 14 MS. LANGRAF: : So, you're asking
 15 for -- until March, what? 20th?
 16 MR. O'BRIEN: We anticipate that
 17 on March 4th, barring anybody, you know,
 18 entering an appearance on behalf of the
 19 tenant and asking for an extension or
 20 anything, we anticipate that this person
 21 will be -- will -- that my client will
 22 receive a writ of restitution allowing 7 to
 23 10 days for the person to get out as of
 24 March 4th.
 25 So I would anticipate that by the

1 middle of March this person should have
 2 been removed from the property and they can
 3 get in -- problems for the towers is that
 4 there are numerous tenants -- there are
 5 numerous tenants who are very good tenants
 6 and there are numerous tenants who were
 7 very bad tenants and they're in the process
 8 of evicting -- evicting all the very bad
 9 tenants. The ones who do not comply with
 10 their obligations under Ohio Landlord
 11 Tenant Acts to keep their property clean.
 12 And also under this Property Maintenance
 13 Code, tenants are required to keep their
 14 property clean, to do things like not allow
 15 bugs or roaches to come in, to remove their
 16 garbage, to clean their apartment. There
 17 are some people who do not. There are some
 18 people who, you know, are very bad tenants
 19 and allow filth to accumulate in their
 20 apartments, which attracts, you know,
 21 pests.
 22 So, you know, when you've got
 23 tenants like that, and those tenants will
 24 not allow management access to the property
 25 to allow them to ameliorate the problem

1 that the tenants themselves are creating,
 2 it's very difficult to try to fix the
 3 problem.
 4 And so, although Stephanie tries
 5 very hard to do that, sometimes she's not
 6 allowed to do it because the people just
 7 won't let her in.
 8 So, we just ask you to give us
 9 additional time to allow the problem to be
 10 fixed -- I would say, you know, 10th of
 11 March. So, we would like you to amend the
 12 Violation Notice to give us additional time
 13 and fix the problem.
 14 MR. FLAISIG: Now, at the time of
 15 the attempt to get into the Apartment 850,
 16 was the common areas like the hallway,
 17 stairwell, were those sprayed?
 18 MS. HARTMAN: Yes.
 19 MR. FLAISIG: So basically, trying
 20 to contain them --
 21 MS. HARTMAN: Yes.
 22 MR. FLAISIG: -- In the apartment?
 23 MS. HARTMAN: Uh-huh.
 24 UNIDENTIFIED VOICE: And does Sean
 25 -- he -- but when he does get in, he'll

1 spray the doorways, right?
 2 MS. HARTMAN: He -- he sprays,
 3 sorry. He will spray the doorway and he
 4 will spray throughout the hallway and the
 5 door frame.
 6 MR. HILL: You keep mentioning
 7 this -- the name Sean. Now does he do --
 8 does he do this by himself or does he have
 9 a crew?
 10 MR. O'BRIEN: No, he works for a
 11 company called Ehrlich Pest Control.
 12 MR. HILL: But when he -- you say
 13 he comes every Friday.
 14 MR. O'BRIEN: He is the technician
 15 that comes every Friday --
 16 MR. HILL: By himself?
 17 MR. O'BRIEN: By himself that does
 18 these two buildings.
 19 MR. HILL: So, you're talking
 20 about keeping pest control down, how does
 21 one person -- that's 27 weeks to do -- to
 22 do every unit from one person. How is that
 23 manageable?
 24 MR. O'BRIEN: If there's an issue,
 25 I mean, not every apartment has an issue.

1 There are many people at Shoregate
 2 who are very happy there to keep their
 3 apartments clean. They don't have issues
 4 with pests, but we also -- there're also
 5 two other companies too. There's a company
 6 called Porch's Pest Control, which also
 7 performs -- pest controls the property.
 8 There's also --
 9 MS. HARTMAN: [Unintelligible].
 10 MR. O'BRIEN -- what? And there's
 11 also T&L, Tillman, which also does other
 12 pest control. So there are actually three
 13 companies that are performing pest control
 14 services at the property, not just Ehrlich.
 15 Ehrlich has the biggest contract.
 16 They are the one that was tasked with
 17 treating for bugs and rodents throughout
 18 the property, common areas, exteriors, and
 19 a limited number of apartments every week.
 20 BY MR. O'BRIEN
 21 Q. But how many -- how many times do you think -- do
 22 you think, like, do you treat 18 units every
 23 week?
 24 A. We treat 18 units. If we have someone that has
 25 like a bedbug issue, then we treat about 16

1 because the bedbug issue takes close to an
 2 hour-and-a-half, so it's like one to two less.
 3 MS. CLARKE: So, was any further
 4 attempt made to enter the apartment and
 5 treat it or --
 6 MS. HARTMAN: Sean has tried to go
 7 two other times and they just refused any
 8 service. He has not tried to key in, but
 9 he has knocked.
 10 MS. CLARKE: So, the people don't
 11 ever leave like their apartment, like you
 12 can't --
 13 MS. HARTMAN: I don't know.
 14 MR. O'BRIEN: I mean, he comes
 15 every Friday, you know.
 16 The point -- our point is that,
 17 you know, there has to be a reasonable
 18 opportunity to not only fix the problem,
 19 but bring the property back into
 20 compliance, and, you know, we, Shoregate
 21 Towers has contracted with different pest
 22 control companies, the problem is that they
 23 can't be there every day all day long, and
 24 although --
 25 BY MR. O'BRIEN

1 Q. Steph, do you make attempt to contact these
 2 people so that we can get in?
 3 A. I do.
 4 MS. HARTMAN: Am I allowed to say
 5 something?
 6 MR. O'BRIEN: Yeah, go ahead.
 7 MS. HARTMAN: Okay. So, they --
 8 actually the children in that unit have
 9 been writing all kinds of vulgar things on
 10 the walls as well. So, they refuse to make
 11 any contact with me because they're writing
 12 the "N" word on the walls. They're writing
 13 O - S-H-I-T all over. So, they refuse to
 14 have any contact with me due to the
 15 eviction. So, they want nothing to do with
 16 us and they're just waiting to -- for their
 17 final day, apparently.
 18 MS. CLARKE: How do you know that?
 19 MS. HARTMAN: Because they threw a
 20 bag of dog poop at one of my maintenance
 21 guys.
 22 MS. CLARKE: But how do you know
 23 they're writing on the inside of the
 24 apartment if you can't get into it?
 25 MS. HARTMAN: Not on the inside of

1 the apartment, on the inside of the
 2 stairwells.
 3 BZA MEMBER: Did you go back with
 4 Sean the next two times that he attempted
 5 to go in?
 6 MS. HARTMAN: I did not.
 7 BZA MEMBER: Okay. So, there was
 8 no attempt to key in. You don't know that
 9 the door was barred?
 10 MS. HARTMAN: He just told me.
 11 Because when I'm the only one in the
 12 office, I don't have time to go every
 13 single time.
 14 BZA MEMBER: Why did you go the
 15 one time you did go?
 16 MS. HARTMAN: Because I wanted to
 17 prove -- I wanted to prove that they
 18 refused to let us in.
 19 BZA MEMBER: So, I guess what's
 20 the difference between the next two if
 21 we've had this appeal holding? I mean, I
 22 would've -- I would've expected that we
 23 would've done the same thing each time,
 24 right?
 25 MS. HARTMAN: To be honest, I

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1 didn't know that I was going to have
 2 here, and I didn't know that I would even
 3 take a video, I just wanted to prove it
 4 that one time to him.
 5 BZA MEMBER: How did they -- how
 6 did we find this for the team -- how did we
 7 get in there the first time to find this?
 8 MR. BRENNAN: Mr. Chairman?
 9 MR. KOUDELA: Yes, sir.
 10 MR. BRENNAN: I was on an annual
 11 inspection. This Apartment 850 in the East
 12 Building was one of the last few apartments
 13 that we had to get into complete our annual
 14 inspection. And while we were doing this
 15 inspection, my other inspector Alfredo was
 16 with me also. We were walking through the
 17 apartment trying to do our inspection and
 18 he was in the dining room, he noticed some
 19 roaches -- I do have some pictures here. I
 20 just brought them with me and brought one
 21 for Mr. O'Brien to take a look at them.
 22 These -- if you'll want to just
 23 pass those down.
 24 MR. BRENNAN: So, Alfredo took the
 25 picture in the dining room and it's going

1 to be the first page. As I was walking
 2 down the hallway going towards the back
 3 bedrooms, the bathroom area, there was
 4 roaches on the ceilings, and then as we
 5 opened up the bathroom door -- excuse me --
 6 you could see lots of roaches all over the
 7 top of the door, also was in the bathroom,
 8 there was roaches all over the walls.
 9 BZA MEMBER: How did you gain
 10 access to this apartment?
 11 MR. BRENNAN: I was in that
 12 apartment with the maintenance man -- oh,
 13 my mind is going blank with his name.
 14 MS. HARTMAN: Justin.
 15 MR. BRENNAN: Justin, Justin Clay.
 16 BZA MEMBER: How did you enter,
 17 did you knock and the tenant let you in?
 18 MR. BRENNAN: Justin knocked on
 19 the door. He had the key and he opened the
 20 door.
 21 BZA MEMBER: Now have the adjacent
 22 apartments been checked? Because I mean,
 23 from these pictures there's no way they're
 24 contained the one -- in this one apartment.
 25 They're just not possible.

10

1 MS. HARTMAN: I would have to see
2 my pest control list to make sure that they
3 were or not.

4 MS. LANGRAF: : In the interest
5 for clarity, we're only here on Apartment
6 850.

7 BZA MEMBER: Now my question is
8 any other adjacent is checked?

9 BZA MEMBER: Mr. Brennan?

10 MR. O'BRIEN: Do not know.

11 MS. HARTMAN: I do not know.

12 MR. O'BRIEN: If she doesn't know,
13 she doesn't know.

14 BZA MEMBER: Mr. O'Brien brings up
15 a reasonable amount of time. In your
16 opinion, is five days long enough? I mean,
17 is that somewhat standard?

18 MR. BRENNAN: Mr. Chairman?

19 MR. KOUDELA: Yes.

20 MR. BRENNAN: Yes, I believe
21 that's enough time to have that apartment
22 treated.

23 MR. KOUDELA: Okay. Mr. Brennan,
24 how much notice do you have to give the
25 apartment to go there? Like you didn't

1 have any issues with gaining entry, did you
2 give notice, or did you just show up and
3 say we're here for inspection?

4 MR. BRENNAN: When we make an
5 appointment for an annual inspection, they
6 notify their tenants. So, this was one of
7 the straggler apartments where we couldn't
8 have entry in, so --

9 MR. KOUDELA: Okay.

10 MR. BRENNAN: -- while we were
11 there, we did make entry. There was no
12 door lock, no hotel lock on it. The trim
13 was busted off on the inside of the door --

14 MR. KOUDELA: Okay.

15 MR. BRENNAN: -- so...

16 MR. KOUDELA: Okay. Thank you.

17 MR. BRENNAN: Uh-huh.

18 MR. KOUDELA: Any other questions?

19 BZA MEMBER: Yeah. So -- so I
20 guess my next question here, why --
21 Stephanie, you said that you won't go if
22 you're the only one. So, in the situation
23 here, Sean took Justin in. Was there no
24 maintenance man to attend the second time
25 to validate nobody could get in and these

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1 two subsequent attempts to enter the

2 MS. HARTMAN: I did not require
3 anybody to go with him after that.

4 BZA MEMBER: Okay.

5 MS. HARTMAN: I thought that my
6 one video was going to be proof enough.

7 BZA MEMBER: Does Sean have a key
8 to get in on his own or did you have to
9 provide him a key during that day?

10 MS. HARTMAN: I have to provide a
11 key --

12 BZA MEMBER: Okay.

13 MS. HARTMAN: -- yeah.

14 BZA MEMBER: So, we made no
15 attempt other than knocking on the door the
16 next few times?

17 MS. HARTMAN: Correct.

18 BZA MEMBER: But we made three
19 attempts?

20 MS. HARTMAN: Correct.

21 BZA MEMBER: Okay. So, three
22 attempts since the 26th to do this, but
23 it's not been completed?

24 MS. HARTMAN: Correct.

25 BZA MEMBER: And again, the

1 argument is adequate time, correct?

2 MS. HARTMAN: Correct.

3 BZA MEMBER: Okay. And we've made
4 three attempts?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: Okay.

7 MR. O'BRIEN: The point though is
8 that the -- the Notice of Violation itself
9 again dated the 24th day of January, which
10 was a Wednesday, and my client attempted to
11 fix the problem on Friday the 26th, and the
12 compliance date was the 29th, which
13 would've been the following Monday.

14 So, under the circumstances when
15 -- when Mr. Brennan's well aware of the
16 fact that Sean Brennan to come into -- that
17 Sean Ford comes to the property every
18 Friday and does these treatments. The
19 question is if my client is not able to
20 gain access on that date, that Friday, is
21 requiring the property to be treated and
22 brought back in compliance by that next
23 Monday, is that a reasonable amount of time
24 under the ordinance, and we submit that
25 it's not.

1 BZA MEMBER: Well, I -- so you
 2 stated there are three companies that work
 3 for the property.
 4 MR. O'BRIEN: Yes. They do
 5 different things.
 6 BZA MEMBER: So, do all three of
 7 them handle infestations?
 8 MR. O'BRIEN: No, that is the
 9 contract with Ehrlich for this kind of
 10 problem, for bugs in particular. So, if
 11 somebody says, I have a problem with
 12 roaches or with other bugs, bed bugs, then
 13 Stephanie will contact Ehrlich, let them
 14 know you've got to treat this unit. And
 15 she'll give a list of units to treat and
 16 they would go to those units, but Mr. Ford
 17 can't be expected to hang around, you know,
 18 all day or come back numerous other days to
 19 try to address the issue if the tenants are
 20 not going to allow them --
 21 BZA MEMBER: Well --
 22 MR. O'BRIEN: -- into the
 23 property.
 24 BZA MEMBER: So, then my next
 25 question is, if another tenant gets a

1 bedbug infestation on a Monday, do they
 2 wait till Friday to have that resolved?
 3 MR. O'BRIEN: Yes. If they're --
 4 if they're -- if the -- if my client is
 5 told on a Monday that there's an issue that
 6 it's Friday that will be addressed.
 7 BZA MEMBER: There's no exception
 8 to that rule? There's no exception to
 9 Ehrlich coming out except on a Friday?
 10 MR. O'BRIEN: No. The tenants
 11 also have an obligation under the 2015
 12 Property Maintenance Code and under Ohio's
 13 Landlord Tenant Act to make sure that their
 14 property is not infested. So, it doesn't
 15 only fall upon the landlord, this -- when
 16 it comes to that, you know, the tenant is
 17 also responsible for making sure there is
 18 not garbage that is -- that is allowed to
 19 fester in their unit, which attracts pests.
 20 They are also required for --
 21 BZA MEMBER: And, Mr. O'Brien, you
 22 don't know if there is garbage --
 23 BZA MEMBER: But the tenant is not
 24 cited for that --
 25 BZA MEMBER: -- right?

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1 MR. O'BRIEN: I don't know t
 2 no.
 3 BZA MEMBER: Okay.
 4 MR. O'BRIEN: Do you know what was
 5 the condition of this unit, Stephanie?
 6 MS. HARTMAN: I've never been able
 7 to go inside that unit.
 8 MR. O'BRIEN: They will not allow
 9 you to go in?
 10 BZA MEMBER: So, we don't know if
 11 that's the garbage, so that's neither here
 12 nor there?
 13 BZA MEMBER: That's -- so again.
 14 MR. O'BRIEN: We don't.
 15 BZA MEMBER: We weren't -- we
 16 weren't cited -- the tenant wasn't cited,
 17 right? There was a citation, so again,
 18 there's no exception to a Friday. That is
 19 the only day that Ehrlich will come out,
 20 that is -- that's the question. There's no
 21 exception to that rule?
 22 MR. O'BRIEN: Does Justin -- will
 23 Justin go there? Will your maintenance man
 24 go there --
 25 MS. HARTMAN: For?

1 MR. O'BRIEN: For any kind of
 2 infestation or not?
 3 MS. HARTMAN: No. So, you are not
 4 allowed to mix chemicals. So, if I have
 5 Ehrlich coming in to spray for roaches and
 6 I get another company to spray for roaches,
 7 it could technically hurt the person that's
 8 in there because chemicals and chemicals
 9 cannot like meet together.
 10 BZA MEMBER: Well, I wouldn't
 11 expect the maintenance guy to do that --
 12 MS. HARTMAN: Yeah.
 13 BZA MEMBER: -- I'm asking if the
 14 exterminating company would come back and
 15 do that on an ad hoc basis.
 16 MR. O'BRIEN: No, it's
 17 unreasonable to say that in 403 apartment
 18 complex that you have to have --
 19 BZA MEMBER; We're dealing with
 20 one, we're here for 850.
 21 MR O'BRIEN: I know that. We're
 22 talking about a complex that has 403 units.
 23 And to say that they have to have a pest
 24 control company on, you know, call to come
 25 out and treat whenever a property, tena

1 that they have an issue is unreasonable.
 2 So, the point of the Code, if you
 3 read the Property Maintenance Code, it says
 4 that, you know, before there can be any
 5 kind of Violation Notice for any kind of
 6 problem, and before there can be any action
 7 taken, that the City has to not only
 8 provide notice, but give a reasonable
 9 opportunity to fix the problem. And the
 10 question here is not whether or not the
 11 property, that the problem's been fixed,
 12 but whether or not a reasonable opportunity
 13 was given to the landlord to fix the
 14 problem.

15 And we're just saying that giving
 16 five days to fix a problem when a tenant is
 17 not allowing access to the landlord is
 18 unreasonable. That's what we are saying.

19 MS. CLARKE: Isn't your argument,
 20 not whether it's reasonable, but whether
 21 it's reasonable to Shoregate Towers, that's
 22 what you're asking us to do.

23 MR. O'BRIEN: No, my argument is
 24 it's reasonable under the circumstances.
 25 So if you -- and you'll have the

1 opportunity to do this, but if you look at
 2 Sections 106 and 107 of the Code, you'll
 3 see that what is required is that not
 4 only -- and this is Section 107.2,
 5 Subsection 4, says that the Violation
 6 Notice and it states, and I quote, "include
 7 a correctional order allowing a reasonable
 8 time to make repairs and improvements
 9 required to bring the dwelling unit or
 10 structure into compliance with the
 11 provisions of the Code."

12 So, it's not [unintelligible] to
 13 have to give a reasonable opportunity to
 14 fix the problem, and that means, you know,
 15 ameliorating the problem entirely,
 16 eradicating the unit of any pests.

17 So, the question is, under the
 18 circumstances is five days a reasonable
 19 opportunity to fix this problem in this
 20 unit? And we contend that it is not,
 21 especially when the tenant that is in that
 22 unit who knows they're being evicted, will
 23 not allow the property owner to come in to
 24 that unit and fix the problem. And they
 25 bar the door and they don't allow somebody

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1 to come in and they won't answer the
 2 when they knock, you can't expect my client
 3 to be able to ameliorate the problem.

4 MS. CLARKE: Are we to expect the
 5 Zoning Inspector to anticipate that
 6 somebody's going to barricade themselves in
 7 the apartment --

8 MR. O'BRIEN: No.

9 MS. CLARKE: -- when they issue a
 10 citation?

11 MR. O'BRIEN: No.

12 MS. CLARKE: So, how would we know
 13 what would be reasonable in that
 14 circumstance?

15 MR. O'BRIEN: Because you're
 16 hearing the testimony of my client, Mr.
 17 Brennan.

18 MS. CLARKE: I absolutely am, but
 19 he issued the notice based on his
 20 inspection.

21 MR. O'BRIEN: Yes.

22 MS. CLARKE: Not what happened
 23 after the inspection?

24 MR. O'BRIEN: Yes.

25 MR. KOUDELA: Is the goal, if

1 there is an extension, which we're looking
 2 at, by my quick math, from going from five
 3 days to about 65 days, right? Riding about
 4 two months' worth of time, that's what
 5 we're looking for, will there be a check
 6 every Friday? Will someone be with the
 7 pest control every Friday keying in,
 8 attempting to gain a -- like this is --

9 MR. O'BRIEN: Yes.

10 MR. KOUDELA: -- this is my --
 11 this is my point of contention is that
 12 there has -- while there've been three
 13 attempts, there's only one attempt shown so
 14 far where we made a, what I would consider
 15 reasonable attempt to gain access --

16 MR. O'BRIEN: Stephanie will go
 17 back every Friday.

18 MR. KOUDELA: -- the second and
 19 third time were knocks.

20 MR. O'BRIEN: Yeah, Stephanie will
 21 go back every Friday, she'll take another
 22 video every Friday and we can come back
 23 here every week if you like to verify what
 24 happened on every Friday.

25 MR. KOUDELA: I would just expect

1 that we would be taking all measurable
2 steps when we have something of an appeal
3 involved.

4 MR. O'BRIEN: Yes.

5 BZA MEMBER: So, Mr. O'Brien,
6 you're looking for an extension until March
7 20th. Do you feel that that's adequate
8 time? That's what we're here for today.

9 MR. O'BRIEN: I -- you know,
10 barring any other circumstances to prevent
11 my client from being able to treat, yes.
12 But, you know, if Lake County Fair Housing
13 decides that they want to represent this
14 tenant on a pro bono basis and they ask for
15 something like a jury trial and eviction --
16 which you can do, believe it or not -- and
17 it takes longer to hear this complaint,
18 longer to get this tenant evicted even
19 though they're behind on the rent for how
20 long now?

21 MS. HARTMAN: Several months.

22 MR. O'BRIEN: Yeah. I mean, I
23 would anticipate that this tenant would --
24 my client would receive a writ of
25 restitution and that there would be an

1 order ordering the tenant to vacate within
2 seven to 10 days of March 4th. That's what
3 I think would probably happen, but I can't
4 guarantee it because I'm not the judge and
5 I don't control the court.

6 But I would anticipate that by the
7 end of March that this problem, that this
8 apartment would have been cleaned out and
9 that any problems with the apartment
10 would've been fixed.

11 MR. KOUDELA: Okay. Thank you.

12 MR. O'BRIEN: Yep. You're
13 welcome.

14 MR. KOUDELA: Mr. Brennan, one --
15 one more question just to clarify, what day
16 was your inspection?

17 MR. BRENNAN: The date of the
18 notice was my inspection.

19 MR. KOUDELA: So, the 24th?

20 MR. BRENNAN: Correct.

21 MR. KOUDELA: Okay. And you had
22 no issues gaining access that day?

23 MR. BRENNAN: With Justin, the
24 maintenance director.

25 MR. KOUDELA: Okay. All right.

1 Thank you.

2 MR. O'BRIEN: And Justin could go
3 back too. I mean Stephanie and Justin did
4 both go back.

5 BZA MEMBER: Well, yeah.

6 MR. O'BRIEN: They'd be glad to do
7 so.

8 MR. KOUDELA: And did he do so
9 since the 26th?

10 MS. HARTMAN: Have we -- has Sean
11 been back?

12 MR. KOUDELA: Has Justin?

13 MS. HARTMAN: Oh, I don't recall.

14 MR. O'BRIEN: No. Justin's job is
15 not to deal with infestation issues. So,
16 Justin is the maintenance director of the
17 property, his primary function is to deal
18 with things like water leaks, electrical
19 problems, minor carpentry issues, you know,
20 so we have problems like tenants who have
21 been recently evicted, come back after the
22 locks are changed and kick their door in,
23 you know.

24 And, you know, there are numerous
25 problems at Shoregate Towers that, you

1 know, make it difficult to control this,
2 but understand when people do things like
3 come back after they're evicted to face the
4 property, you know, and engage in
5 vandalism, kick their door in, you know,
6 sometimes do really horrible things.

7 MR. KOUDELA: Now, Mr. O'Brien,
8 was this done to Apartment 850?

9 MR. O'BRIEN: No, they're still
10 there.

11 MR. KOUDELA: So that doesn't
12 apply to what we're talking about.

13 MR. O'BRIEN: But what I'm saying
14 is that the maintenance director has many
15 other things to deal with. This is a
16 property that's probably 50 years old. The
17 towers were built in 1970. They were
18 finished in 1971 and 1972. So, they're
19 over 50 years old. And with a building of
20 that age, you're going to have a lot of
21 problems when you've got 403 units. You're
22 going to have water leaks, you're going to
23 have, you know, electrical issues, and the
24 maintenance director and the maintenance
25 staff currently that are in-house, they

1 primarily deal with those issues. They
 2 don't deal with infestations. They don't
 3 deal with pest control. There are outside
 4 companies that are hired for that. And at
 5 this point, there are three different
 6 companies who do that right now. And
 7 Ehrlich is the biggest one, and they're the
 8 ones that deals with things like roach
 9 infestation. So, if there's a problem --
 10 problem with roach infestations in a
 11 particular unit, Ehrlich will deal with
 12 that. And they do 18 units every single
 13 week, and they do all the common areas
 14 every single week, but -- and then I -- and
 15 -- and I don't think that that overloads
 16 the property, does it? I mean --

17 MS. HARTMAN: No.

18 MR. O'BRIEN: -- that's more than
 19 enough [unintelligible] for the
 20 [unintelligible] received --

21 MS. HARTMAN: Yes.

22 MR. O'BRIEN: -- is that fair to
 23 state?

24 MS. HARTMAN: Yes.

25 MR. O'BRIEN: Okay. So they're

1 able to deal with complaints received and
 2 they do it every Friday. The point is
 3 that, you know, if a notice is given on a
 4 Wednesday and Ehrlich is there on Friday
 5 and my client can't gain access, they have
 6 to get a reasonable opportunity to deal
 7 with that problem under those
 8 circumstances, that's all we're asking.

9 BZA MEMBER: They didn't try to
 10 reenter on Monday?

11 MR. O'BRIEN: No. Mr. Ford is
 12 there on Fridays.

13 MR. KOUDELA: And you do not have
 14 video of him trying to gain entry February
 15 2nd --

16 MR. O'BRIEN: No.

17 MR. KOUDELA: -- or February 9th?

18 MR. O'BRIEN: No.

19 MR. KOUDELA: Okay.

20 MS. CLARKE: So, is that
 21 scheduled, like recommended by the pest
 22 control company or is that what Shoregate
 23 Towers hires them to do? Like, is there a
 24 reason why they can't come back more often?

25 MR. O'BRIEN: Well, I think it

1 would become economically inefficient
 2 have somebody come back more than once a
 3 week to try to deal with issues like this.
 4 I mean, yes, in a perfect world they could
 5 have a person on staff that's just there to
 6 deal with that issue, but the question is,
 7 is it reasonable to require that, you know,
 8 under all circumstances. I don't think it
 9 is, and that's all we're saying.

10 It's like they're glad to deal
 11 with the pest control issues, they do, on a
 12 regular basis, every single week. They
 13 deal with this every week. The point is
 14 that when you've got somebody that won't
 15 let you into an apartment, you probably
 16 should be, you know, allowed more
 17 [unintelligible] to fix the problem so we
 18 can get access.

19 MR. KOUDELA: Okay. Any other
 20 questions?

21 BZA MEMBER: I think one last
 22 question. Do we know the last time this
 23 apartment was sprayed?

24 MR. O'BRIEN: Do you know?

25 MS. HARTMAN: Unless I had the

1 records, I do not know, off the top of my
 2 head.

3 BZA MEMBER: But --

4 MS. HARTMAN: She never called,
 5 she never -- for anything.

6 MR. O'BRIEN: Was there a
 7 complaint made?

8 MS. HARTMAN: No.

9 MR. O'BRIEN: So, this is just Mr.
 10 Brennan on his annual inspection
 11 determining there was an issue?

12 MS. HARTMAN: Correct.

13 BZA MEMBER: So, when you do 18
 14 every Friday, is it routine that every
 15 building will go in a set order or do those
 16 18 only include complaints?

17 MS. HARTMAN: We'll do complaints
 18 and then we'll do vacants.

19 MR. O'BRIEN: But she -- but the
 20 tenant -- who's the tenant in 850?

21 MS. HARTMAN: Leena Cunningham I
 22 believe it is.

23 MR. O'BRIEN: Okay.

24 MS. HARTMAN: I can pull it up if
 25 you'd like to look --

1 MR. O'BRIEN: No, that's okay.
 2 It's La -- La -- Linaria [phonetic] --
 3 MS. HARTMAN: Linaria.
 4 MR. O'BRIEN: -- Linaria
 5 Cunningham. Yeah, Ms. Cunningham has been
 6 there how long?
 7 MS. HARTMAN: Do you want me to
 8 pull it up?
 9 MR. O'BRIEN: Yeah.
 10 MS. HARTMAN: Okay. November
 11 22nd, 2022 was her application. She moved
 12 in on December 15th of 2022.
 13 MR. KOUDELA: All right. Any
 14 other questions? Any other comments that
 15 you'd like to make?
 16 MR. O'BRIEN: No, thank you.
 17 MR. KOUDELA: So, on this vote,
 18 Ms. Landgraf, if you could just clarify, an
 19 approval on Case Number 24-1 would mean
 20 that we agree with Shoregate Towers, the
 21 property owner, correct?
 22 MS. LANGRAF: So, this is an
 23 appeal filed by Shoregate Towers, NS, and
 24 the other individuals listed. So, they're
 25 appealing, and Mr. O'Brien's asked a couple

1 things, first to either agree with the
 2 applicant that this was not appropriately
 3 applied to the situation, but I've also
 4 heard him ask for an extension of time.
 5 So, did you want to -- did you
 6 want them to vote on both of those or --
 7 MR. O'BRIEN: Yes, I would like to
 8 vote first to vote on whether or not they
 9 believe that -
 10 MS. LANGRAF: It was a --
 11 MR. O'BRIEN: -- five days is the
 12 maximum amount of time pursuant to this
 13 particular Codified Ordinance, and second
 14 of all, whether or not they're willing to
 15 grant an extension until the end of March
 16 to repair this problem.
 17 MS. LANGRAF: Okay. So, first
 18 there would be a motion to grant the appeal
 19 of the stated appellants with regards to
 20 application of the Property Maintenance
 21 Code in which your vote would say we agree
 22 that it was appropriately applied, or a
 23 vote no would be, you don't believe that it
 24 was appropriately applied.
 25 BZA MEMBER: Okay.

1 MS. LANGRAF: The second motion
 2 would be for an appeal on the basis of an
 3 extension of time. That's what you're
 4 asking for?
 5 MR. O'BRIEN: Yes.
 6 MS. LANGRAF: Okay.
 7 MR. KOUDELA: And we could just
 8 use March 20th as --
 9 MS. LANGRAF: That's what they're
 10 asking --
 11 MR. KOUDELA: -- a date to throw
 12 out there, is that what you're asking for?
 13 MR. O'BRIEN: I'm asking for the
 14 end of March because I can't guarantee that
 15 the -- you know, March 20th. I think in
 16 all likelihood this tenant will be ordered
 17 to vacate at least by March 14th, but I
 18 can't guarantee that. Sometimes court are
 19 required to -- generally they're required
 20 to order a move out 7 to 10 days after the
 21 date of the First Cause Hearing for a writ
 22 of restitution, but that doesn't mean they
 23 will, and that doesn't mean they won't also
 24 grant some kind of continuance so that
 25 hearing doesn't take place for another week

1 or two weeks, so I don't know that at this
 2 point in time, so I would say to be safe,
 3 I'm asking until the end of March.
 4 MR. KOUDELA: Okay. Mr. O'Brien,
 5 can you please give me a date in the end of
 6 March.
 7 MR. O'BRIEN: I said the end of
 8 March, so, March 31st.
 9 MR. KOUDELA: 31st. Okay.
 10 MR. O'BRIEN: Yes.
 11 MR. KOUDELA: Okay. Would
 12 somebody would like to make a motion or,
 13 Ms. Langraf, would you like me to do it?
 14 MS. LANGRAF: I'll give it a shot.
 15 MR. KOUDELA: All right, Ms.
 16 Langraf, thank you.
 17 MS. LANGRAF: So, the first motion
 18 is going to be a motion to grant the appeal
 19 of Shoregate Towers NS, LLC, Lemma Getachew
 20 and Guenet Indale with regards to Property
 21 Maintenance Code violation dated January
 22 24th, 2024, Apartment 850 in the East
 23 Building for a violation of Property
 24 Maintenance Code 309.1 on the basis of
 25 reasonableness for time for compliance,

1 okay?
 2 So, that means the Appellant is
 3 requesting you to grant the appeal on the
 4 basis that they were not given sufficient
 5 time -- a reasonable amount of time to
 6 comply with the notice.
 7 MR. YARLETTS: Okay. I second.
 8 MR. KOUDELA: Okay. Second.
 9 Thank you Mr. Yarletts.
 10 MS. LANGRAF: So a vote yes, would
 11 be you agree with Shoregate Towers --
 12 MR. KOUDELA: Okay.
 13 MS. LANGRAF: -- a vote no would
 14 mean that the Violation Notice stands as
 15 issued.
 16 MR. KOUDELA: Okay. Thank you.
 17 Can I get a roll call, please.
 18 MADAM SECRETARY: Mr. Koudela?
 19 MR. KOUDELA: No.
 20 MADAM SECRETARY: Mr. Flaisig?
 21 MR. FLAISIG: No.
 22 MADAM SECRETARY: Mr. Yarletts?
 23 MR. YARLETTS: Nay.
 24 MADAM SECRETARY: Mr. Hill?
 25 MR. HILL: No.

1 MADAM SECRETARY: And Ms. Clarke?
 2 MS. CLARKE: No.
 3 MS. LANGRAF: The second motion is
 4 the motion to grant the appeal of Shoregate
 5 Towers NS, LLC, Lemma Getachew and Guenet
 6 Indale to the Willoughby Prop -- Willowick
 7 Property Maintenance Code violation dated
 8 January 24th, 2024, Apartment 850 in the
 9 East Building for a violation of Property
 10 Maintenance Code 309.1 to grant an
 11 extension of time to March 31st, 2024 to
 12 comply with the stated notice.
 13 MR. YARLETTS: I'll second.
 14 MS. LANGRAF: A vote yes means you
 15 agree to the extension, a vote no means no
 16 extension.
 17 MR. KOUDELA: Okay. Thank you.
 18 Thank you for the second, Phil.
 19 Can I get roll call, please.
 20 MADAM SECRETARY: Mr. Koudela?
 21 MR. KOUDELA: No.
 22 MS. LANGRAF: You need to have
 23 somebody make the motion. I am the Law
 24 Director, so, somebody makes the motion --
 25 MR. KOUDELA: Okay.

1 MS. LANGRAF: -- and then so
 2 needs to second it.
 3 MR. KOUDELA: Okay. Somebody make
 4 the first one. Do we need to go back to
 5 the first one?
 6 MS. LANGRAF: Do you have a first
 7 and a second?
 8 MADAM SECRETARY: Yes.
 9 MR. KOUDELA: Okay. So, we need a
 10 first for 24-1 motion one --
 11 MS. LANGRAF: Correct.
 12 MR. KOUDELA: -- correct?
 13 BZA MEMBER: All right. You want
 14 to do it, Phil?
 15 MR. YARLETTS: Yeah, I'll do it.
 16 Mr. Chairman --
 17 MR. KOUDELA: Do they have to say
 18 the entire thing or just --
 19 MS. LANGRAF: You might as well
 20 since we don't have a first, yes.
 21 MR. KOUDELA: Okay. All right.
 22 MR. YARLETTS: Mr. Chairman, I'd
 23 like to make a motion in Case 24-1
 24 Shoregate Towers of 30901 Lakeshore
 25 Boulevard, that we grant an appeal for the

1 maintenance violation -- no, that's not
 2 what --
 3 MS. LANGRAF: Dated.
 4 MR. YARLETTS: The maintenance
 5 violation dated 1/24/2024 for Apartment
 6 850, Codified Ordinance 1332.05 to 1367.01.
 7 MS. LANGRAF: So that's a grant of
 8 the appeal on the basis of reasonableness
 9 for compliance.
 10 MR. KOUDELA: Yes.
 11 MS. LANGRAF: So, same applies. A
 12 vote yes that you agree with the applicant.
 13 A vote no is the maintenance violation
 14 stands as this.
 15 MR. KOUDELA: Okay.
 16 MR. FLAISIG: I will second.
 17 MR. KOUDELA: Second. Thank you,
 18 Tom.
 19 Can I get roll call please, again.
 20 MADAM SECRETARY: Mr. Koudela?
 21 MR. KOUDELA: No.
 22 MADAM SECRETARY: Mr. Flaisig?
 23 MR. FLAISIG: No.
 24 MADAM SECRETARY: Mr. Yarletts?
 25 MR. YARLETTS: No.

1 MADAM SECRETARY: Mr. Hill?
 2 MR. HILL: No.
 3 MADAM SECRETARY: And Ms. Clarke?
 4 MS. CLARKE: No.
 5 MS. LANGRAF: Now we need a motion
 6 to grant --
 7 MR. KOUDELA: Can I get a motion
 8 for the Case 24-1, the second for the
 9 extension of time to the 31st?
 10 MR. YARLETTS: Mr. Chairman, I'd
 11 like to make a motion in Case 24-1
 12 Shoregate Towers of 30901 Lakeshore
 13 Boulevard that we grant the appeal for an
 14 extension of time to take care of
 15 maintenance violations dated 1/24/2024 in
 16 Apartment 850.
 17 MS. LANGRAF: Until March --
 18 MR. YARLETTS: Until March 31st,
 19 2024.
 20 MR. KOUDELA: Okay. Can I get a
 21 second?
 22 MR. HILL: I second.
 23 MR. KOUDELA: Mr. Hill, thank you.
 24 Roll call.
 25 MADAM SECRETARY: Mr. Koudela?

1 MR. KOUDELA: No.
 2 MADAM SECRETARY: Mr. Flaisig?
 3 MR. FLAISIG: No.
 4 MADAM SECRETARY: Mr. Yarletts?
 5 MR. YARLETTS: No.
 6 MADAM SECRETARY: Mr. Hill?
 7 MR. HILL: No.
 8 MADAM SECRETARY: And Ms. Clarke?
 9 MS. CLARKE: No.
 10 MR. KOUDELA: Okay. Mr. O'Brien
 11 Case Number 24-1 will go in front of City
 12 Council at the next meeting as a
 13 recommendation for not to approve the
 14 appeals or the extension to March 31st,
 15 okay?
 16 MR. O'BRIEN: Okay.
 17 MR. KOUDELA: So, this brings us
 18 to Case Number 24-2. This is an appeal for
 19 property 1250 also in the East Building.
 20 If you could please go over -- you
 21 know, that -- that appeal as well and what
 22 you're hoping to gain for that.
 23 MR. O'BRIEN: Yes. So attached to
 24 our Notice of Appeal, which again is time
 25 stamped January 26th, 2024, Exhibit A,

Item #1.

1 There's a property maintenance notice
 2 January 23rd, 2024, which cites three
 3 property maintenance violations with
 4 respect to, I believe Unit 1250 in the
 5 property.
 6 And I'm going to go in backwards
 7 order here. The first has to do with roof
 8 maintenance or damage. It says property
 9 maintenance under Section 304.7 of the
 10 Code. The roof and flashing shall be
 11 sound, tight, and not have any defects that
 12 admit rain. Roof drainage shall be
 13 adequate to prevent dampness or
 14 deterioration of walls or interior portion
 15 of the structure. Gutters and downspouts
 16 shall be maintained in good repair and free
 17 of obstructions.
 18 The violation order or the order
 19 of corrections cited states that repair or
 20 replace roofing materials above Apartment
 21 1250, east master bedroom compliance stage
 22 two weeks later on February 6th, 2024.
 23 Above that, Section 305.3 of the
 24 Code of property maintenance, all
 25 structures, which are all -- all interior

1 surfaces, including windows and doors,
 2 shall be maintained in good, clean and
 3 sanitary condition. Peeling paint, cracked
 4 or loose plaster, decayed wood, and other
 5 defective surfaces or conditions shall be
 6 corrected.
 7 The maintenance order states
 8 replace all water damaged drywall and
 9 ceilings and walls in Apartment 1250 east
 10 master bedroom. Compliance date again is
 11 February 6th, 2024.
 12 Finally, Section 605.1, property
 13 maintenance. All electrical equipment,
 14 wiring and appliances shall be properly
 15 installed and maintained in a safe and
 16 approved manner.
 17 And the Property Violation Notice
 18 says missing electrical faceplate on master
 19 bedroom wall receptacle in Apartment 1250
 20 East -- I guess it means replace that -- as
 21 of a compliance date of February 6th, 2024.
 22 Was that done, the receptacle?
 23 MS. HARTMAN: I -- I don't know.
 24 MR. O'BRIEN: Okay. So, with
 25 respect to the -- for the last of the

1 three, fixing the roof and flashing, again,
2 we would submit that under Section No. 7 of
3 the Code that's requiring repair of the
4 roof above, the top floor of the building,
5 in the wintertime at the Shoregate Towers
6 and requiring that to be done within two
7 weeks is unreasonable, so we would ask
8 again, that this Board find that that
9 timeframe is unreasonable under the
10 circumstances.

11 Also, with respect to the second
12 violation, that since you can't fix the
13 drywall problems until the roof has been
14 fixed, that that's also an unreasonable
15 timeframe. And again, we would ask for an
16 extension of time to fix those two issues.
17 I don't know whether or not the faceplate
18 on the one receptacle in Apartment 1250
19 that's been replaced around at this point
20 in time, but that is a di minimis issue,
21 which quite frankly is beyond the scope of
22 the Property Maintenance Code.

23 So, we're talking about electrical
24 systems. We talking about one plastic
25 faceplate that may or may not be required

1 to be replaced. Our contention will be
2 that that is not contemplated by the Code
3 and that should be disregarded entirely.

4 So, my client has contracted with
5 a company to fix the roof above Apartment
6 1250, but they're not able to do so at this
7 point in time because of weather issues.

8 We do have -- and we're going to
9 mark this as Exhibit A for the Board, and
10 I've got more copies, but my client has
11 contracted with Turn Key Property
12 Solutions. We have a invoice dated
13 February 5th, 2024 when the repairs of the
14 roof will be made, but to this point in
15 time, those repairs have not been made
16 because they have not been able to because
17 of the weather concerns to get up there and
18 fix the problems.

19 So, my client will do so, and I
20 believe Step -- and I believe Stephanie,
21 they're going to be out when?

22 MS. HARTMAN: Monday morning.

23 MR. O'BRIEN: Monday morning,
24 weather prevailing, right?

25 MS. HARTMAN: Yes.

1 MR. O'BRIEN: Okay.
2 Have not been able to do so at
3 this point in time, correct?

4 MS. HARTMAN: Correct. Due to the
5 chemicals that they use to fix the roof, it
6 has to be a certain temperature.

7 MR. O'BRIEN: And it's been too
8 cold so far to be able to fix the problem.
9 So, they can't do it if it's too
10 cold?

11 MS. HARTMAN: Rain, snow, and the
12 chemical [unintelligible] --

13 BZA MEMBER: Okay.

14 MR. YARLETTS: So, Mr. O'Brien,
15 quick question.

16 MR. O'BRIEN: Yes.

17 MR. YARLETTS: Has there been any
18 attempt as to a temporary fix, tarp put
19 over? I mean, if I was living in Apartment
20 1250, I don't --

21 MR. O'BRIEN: Yeah.

22 MR. YARLETTS: -- wouldn't
23 appreciate water coming in.

24 MR. O'BRIEN: Do you know how --
25 do you know what the extent of the problem

1 is?

2 MS. HARTMAN: I do not know the
3 extent of it.

4 MR. O'BRIEN: Okay. I believe Mr.
5 Brennan has pictures. They are, I believe
6 small holes in plaster in the ceiling,
7 they're not -- I don't believe water is,
8 you know, running through in channels like
9 a river into the apartment. I think it's a
10 small issue.

11 And for the record, my client is
12 more than happy to allow tenants to move.

13 MS. HARTMAN: I did offer them the
14 chance to move and they denied that.

15 MR. O'BRIEN: So yeah, prop --
16 people, I mean the 12th floor is a nice
17 place because there's nice views --

18 FEMALE SPEAKER: [Unintelligible].

19 MR. O'BRIEN: -- yeah, so, a lot
20 of people like it. If they -- if people
21 want to move or if they want to, you know,
22 get a different apartment because of the
23 problem, Shoregate Towers company allows
24 that, but if they don't want to leave
25 because they don't think it's that big of

1 problem and it's going to be fixed, you
 2 know, they allow you to stay.
 3 But the point here, again -- and I
 4 don't want to belabor the issue, but the
 5 point is that when you have wintertime in
 6 Cleveland, Ohio, you know, you can't expect
 7 a -- first of all, my client to be able to
 8 get a roofing company and then be able to
 9 go upstairs, get on top of a building, and
 10 fix it when it's cold outside. So, we just
 11 ask once again that the Board allow
 12 additional time or state that the two weeks
 13 that were permitted are unreasonable under
 14 the Code to allow such repair, but there
 15 has been a contract that has been
 16 established for the company and as soon as
 17 weather permits, they'll be up there fixing
 18 this roof to make sure that there are no
 19 more leaks in this apartment, and once that
 20 is done, all the drywall will be repaired
 21 immediately.
 22 Do you have anything you want to
 23 say?
 24 MS. HARTMAN: I do. So, the only
 25 reason why they even called the City for an

1 inspection was they never called me and
 2 told me that the leak was there or anything
 3 because they owe me over \$6,000. So, when
 4 someone owes me that much money, they avoid
 5 me. They don't want to see me in the
 6 parking lot. So, they do everything to
 7 stay away from me. So, the only reason why
 8 they -- they called was because I put a
 9 Three Day Notice. So --
 10 MR. O'BRIEN: Who is the tenant?
 11 MS. HARTMAN: Jessica Burton and
 12 Mandale Thurman.
 13 MR. O'BREIN: Okay. They're being
 14 evicted too, correct?
 15 MS. HARTMAN: Correct.
 16 MR. O'BRIEN: I'm not sure if
 17 we've gotten the date back on that one, but
 18 --
 19 MS. HARTMAN: They called the day
 20 that I put the Three Day Notice on.
 21 MR. O'BRIEN: But I don't think
 22 they -- they're not on the 23rd. I'm sure
 23 we got -- we have one eviction date on the
 24 23rd of the court, we have another on the
 25 fourth, and I haven't finished --

1 MS. HARTMAN: I haven't ever
 2 MR. O'BRIEN: I haven't finished
 3 looking at the ones that I got from the
 4 court date, they sent me emails, so I
 5 haven't got all the emails for the fourth
 6 yet. I anticipate that eviction will take
 7 place on the fourth.
 8 MR. KOUDELA: All right. Any
 9 questions?
 10 BZA MEMBER: I have a number of
 11 them. So, Sean, you entered the building
 12 on 1/23; is that correct?
 13 MR. BRENNAN: Mr. Chairman?
 14 MR. KOUDELA: Yes, Mr. Brennan.
 15 MR. BRENNAN: Actually, I do have
 16 some paperwork in regards to that from a
 17 Tenant Complaint Form and I do have some
 18 better pictures, so --
 19 MR. KOUDELA: I would like to see
 20 those, please.
 21 MR. BRENNAN: Yeah. If you could
 22 just pass those down there.
 23 MR. KOUDELA: Thank you.
 24 MR. BRENNAN: If you have an extra
 25 one we'll give it to...

1 So, I received a complaint from
 2 the tenant on 1/23. This is his complaint
 3 form that he filled out to me. I think it
 4 is reasonable time on there for these
 5 repairs to be done.
 6 If you read his complaint, it's
 7 been the second time. And after I did go
 8 to this apartment, I kind of remember Mr.
 9 Thurman in the elevator with myself and
 10 Justin Clay. This was back, I want to say
 11 it's either in August or September of last
 12 year. I believe Mr. O'Brien was in there
 13 too, in the elevator, and he showed us some
 14 pictures of his apartment.
 15 So, this is the same apartment.
 16 And you'll see in those pictures there that
 17 I did take those better pictures toward
 18 there -- it's toward the end I put them in
 19 color. There was a lot of leaks. You can
 20 see that the bedroom ceiling drywall,
 21 obviously there was water when we went in
 22 there and made that inspection. On the
 23 carpet, you can see on the walls -- you've
 24 got some black stuff going on in the walls
 25 in the corner of the bedroom.

1 Same thing, you can see where
2 waters coming in on these -- on the bedroom
3 walls.

4 It's a couple areas, a few areas
5 throughout that rear bedroom, and also
6 electrical cover plate that is missing on
7 that receptacle. It is a safety hazard.

8 BZA MEMBER: So, the complaint
9 date is 1/23, which I think was a Tuesday.
10 So is that the -- is that the day that --
11 so the date of the complaint was the date
12 that the notice was filed, so that was the
13 date -- I'm sorry, that was the day you did
14 or did not enter?

15 MR. BRENNAN: It was on 1/23 --

16 BZA MEMBER: Okay.

17 MR. BRENNAN: -- I entered that
18 apartment. I also wrote the notice on
19 1/23.

20 BZA MEMBER: Okay.

21 MR. KOUDELA: All right. Mr.
22 Brennan -- I'm sorry.

23 BZA MEMBER: No, go ahead.

24 MR. KOUDELA: The drywall
25 repair -- I'm referring to the picture of

1 the electrical outlet --

2 MR. BRENNAN: Yeah.

3 MR. KOUDELA: -- the vertical
4 repair, is that near the water damage? And
5 whereabouts is that in correlation to the
6 drywall work that needed to be done and the
7 water damage; do you remember?

8 MR. BRENNAN: This area's all
9 over, you know, the wall in there.

10 MR. KOUDELA: Okay.

11 MR. BRENNAN: The one with the
12 electrical I want to say probably the third
13 picture back was kind of like in that area
14 there.

15 MR. KOUDELA: Okay.

16 BZA MEMBER: So, notice date was
17 1/23. And what was the first date that
18 someone was called to come look at the
19 roof?

20 MR. O'BRIEN: Do you know?

21 MS. HARTMAN: I do not know.

22 MR. O'BRIEN: Okay.

23 BZA MEMBER: So --

24 MR. O'BRIEN: Did Mr. Brennan give
25 you this to see -- did he give you this

1 personally?

2 MS. HARTMAN: He did.

3 MR. O'BRIEN: Okay. And that was
4 on the 23rd?

5 MS. HARTMAN: Correct.

6 MR. O'BRIEN: Okay. Did he give
7 you these pictures as well on that date?

8 MS. HARTMAN: Correct.

9 MR. O'BRIEN: Okay. And when did
10 you -- did you have Justin go upstairs and
11 look at this?

12 MS. HARTMAN: Immediately.

13 MR. O'BRIEN: Okay. And why did
14 you hire the roofing company?

15 MS. HARTMAN: To fix the issues.

16 MR. O'BRIEN: Okay. Typically,
17 how long does it take to hire a roofing
18 company to fix issues like that?

19 MS. HARTMAN: It really depends
20 because they -- a lot of roofing companies
21 will not take on such a small job because
22 it's not that big of a job, so they don't
23 want to take on such a small job on a 12
24 story apartment community in the winter.

25 BZA MEMBER: Okay. So again, we

1 don't know when you first called?

2 MS. HARTMAN: I do not know.

3 BZA MEMBER: Okay. How many
4 companies did you call before you settled
5 on Turn Key?

6 MS. HARTMAN: It actually wasn't
7 me that called, it was Alexis.

8 BZA MEMBER: Who's Alexis?

9 MR. O'BRIEN: Alexis Lyons is the
10 regional manager that oversees not only
11 this property, but other properties that
12 are affiliated with Shortgate Towers. The
13 companies that are involved here are
14 Shoregate Towers, they have a complex
15 called Addis View, which is a brand new
16 apartment complex in the City of Cleveland
17 at East 90th and Chester. They also own a
18 company called -- I mean an apartment
19 complex called Midtown Building, which is a
20 recently rehabilitated building that was
21 gutted and rehabbed at 3101 Euclid Avenue.
22 They also own properties -- they have a
23 property that's about to be rehabbed --
24 gutted and rehabbed on Lakeshore Boulevard
25 in the City of Cleveland near Bratenahl,

1 but Alexis oversees sort of all of those
 2 endeavors.
 3 BZA MEMBER: So, Alexis hired Turn
 4 Key?
 5 MS. HARTMAN: Correct.
 6 BZA MEMBER: We don't know when
 7 Alexis contacted them?
 8 MS. HARTMAN: I do not.
 9 BZA MEMBER: We don't know who
 10 else Alexis contacted?
 11 MS. HARTMAN: I do not.
 12 BZA MEMBER: So we don't know if
 13 we asked any roofing companies for
 14 temporary repairs and a contract to
 15 complete repairs or anything like that?
 16 MS. HARTMAN: I do not.
 17 BZA MEMBER: In my experience,
 18 most roofing companies will come and either
 19 temporary patch or tarp, as Mr. Yarletts
 20 said, in anticipation of doing the work.
 21 We talked about weather, I know
 22 we've had quite a stretch of better
 23 weather. So, are we looking for better
 24 weather than we've had these last two
 25 weeks?

1 MS. HARTMAN: I only know what I
 2 know, and this is all I've know because
 3 Alexis has been dealing with the roofing of
 4 this apartment.
 5 BZA MEMBER: And no one has gone
 6 into the apartment to -- I understand that
 7 it's still leaking, but there are
 8 preventative measures we can take inside,
 9 cut out mold, put a trap that will come
 10 from the ceiling, plastic trap down into a
 11 bucket, anything to eliminate? So, no
 12 attempt has been made to remediate any
 13 mold, mildew, falling paint, all of the
 14 things that are pictured in Mr. Brennan's
 15 pictures?
 16 MS. HARTMAN: Again, Alexis has
 17 been dealing with that part of the
 18 apartment, so...
 19 BZA MEMBER: So, we don't have any
 20 information on any attempts of anything
 21 that we have done to remediate the
 22 situation other than we know that Turn Key
 23 has an invoice dated nine days ago to do
 24 the work.
 25 MS. HARTMAN: That's just as much

1 as I know.
 2 BZA MEMBER: Okay.
 3 MR. KOUDELA: Okay. Any other
 4 questions?
 5 Okay. So, Mr. O'Brien, what are
 6 you asking for? How many days? Do you
 7 want to put a date on it? Like the last
 8 one?
 9 MR. O'BRIEN: What --
 10 MR. KOUDELA: Sure, go ahead.
 11 MR. O'BRIEN: -- we're doing is we
 12 can put the same date on it. It's February
 13 in Cleveland, Ohio, I believe we are coming
 14 up on a stretch of cold weather right now.
 15 As it is snowing today, and I believe it's
 16 supposed to be below freezing coming up
 17 this weekend, I would anticipate though,
 18 even the weather in Cleveland, there should
 19 be a day in the next -- in the next let's
 20 say four weeks that this should be able to
 21 be fixed.
 22 So, I would ask for an extension
 23 to the middle of March; let's say March
 24 15th to complete this repair.
 25 BZA MEMBER: And again, so I'm

1 sorry, I want to confirm you are asking for
 2 an extension until March 31st with no
 3 attempt to temporary repairs in the
 4 meantime?
 5 MR. O'BRIEN: They will -- they
 6 will do whatever -- I think we can have --
 7 we can have Justin or another crew go up
 8 there and take a look inside the apartment.
 9 Again, it's not my understanding that this
 10 is water pouring into the unit, these are
 11 --
 12 BZA MEMBER: Right.
 13 MR. O'BRIEN: We can go up there
 14 and see what can be done, we can offer to
 15 have these tenants relocated or --
 16 BZA MEMBER: A reasonable time to
 17 relocate someone for roofing repair that
 18 is -- I mean, based on these pictures, it's
 19 not recent, right? This is not a recent
 20 issue that we would want to move someone
 21 for --
 22 MR. O'BRIEN: And it's not an
 23 issue that my client had any knowledge of
 24 until Mr. Brennan filed this Violation
 25 Notice at the end of January.

1 MR. KOUDELA: Mr. -- sorry.
 2 BZA MEMBER: No, I'm good. I'm
 3 good.
 4 MR. KOUDELA: Mr. Brennan, you,
 5 you mentioned August in an elevator?
 6 MR. BRENNAN: Yes.
 7 MR. KOUDELA: What was that in
 8 regards to? Was that the initial complaint
 9 that you heard about this event?
 10 MR. BRENNAN: Yes, from the
 11 tenant.
 12 MR. KOUDELA: Okay. So, that was
 13 the initial complaint, and, to the best of
 14 your knowledge, Shoregate Towers knew about
 15 the leaking and the issues in Unit 1250?
 16 MR. BRENNAN: Correct.
 17 MR. KOUDELA: Okay.
 18 MR. O'BRIEN: You said I was
 19 present?
 20 MR. BRENNAN: Yes, you were.
 21 MR. O'BRIEN: I don't recall the
 22 conversation, but that's okay --
 23 MR. BRENNAN: Nope --
 24 MR. O'BRIEN: -- I've got other
 25 things on my mind --

1 MR. BRENNAN: -- no, that's okay.
 2 MR. O'BRIEN: Yeah.
 3 MR. BRENNAN: It was the day that
 4 we were doing --
 5 MR. O'BRIEN: I remember being
 6 there with you.
 7 MR. BRENNAN: What's that?
 8 MR. O'BRIEN: I remember being
 9 there with you and Justin --
 10 MR. BRENNAN: Yes, in the
 11 elevator.
 12 MR. O'BRIEN: -- but I don't
 13 recall -- I don't recall anybody saying
 14 that they had a problem with the ceiling in
 15 their unit.
 16 MR. BRENNAN: Danny pulled out his
 17 phone and showed you pictures.
 18 MR. O'BRIEN: Okay. Yeah.
 19 BZA MEMBER: Okay.
 20 MR. O'BRIEN: It's not the only
 21 time I [unintelligible] people.
 22 MS. LANGRAF: Mr. Hill.
 23 MR. HILL: Was there any attempt
 24 last week -- you said you were waiting for
 25 a nice day in the winter. Was there any

1 attempt to get them to come out on e
 2 of the 55 degree days last week so they
 3 could come out?
 4 MS. HARTMAN: So, the gentleman's
 5 name is Jesse that works for the company
 6 and he came out and he checked to -- like,
 7 the spots to see, obviously, so he can give
 8 us the grand total of what it would be.
 9 So, that's when he gave us this and said
 10 what day he would be able to come out.
 11 MR. HILL: And he didn't cover it?
 12 I mean, you guys were hiring him, I guess,
 13 so, he didn't try covering it, trying to --
 14 MS. HARTMAN: That's as far as I
 15 know, I am so sorry.
 16 MR. HILL: -- secure the area.
 17 MR. KOUDELA: But he was able to
 18 gain access to the roof?
 19 MS. HARTMAN: Justin gave him
 20 access to the roof.
 21 MR. KOUDELA: So, Justin can gain
 22 access to that one?
 23 MS. HARTMAN: I don't know if he
 24 went in the unit, I just know that he was
 25 able to go up to the roof.

1 MR. KOUDELA: Okay.
 2 MR. O'BRIEN: You don't know if
 3 he's a salesman or a repairman, do you?
 4 MS. HARTMAN: Jesse?
 5 MR. O'BRIEN: Yeah.
 6 MS. HARTMAN: He is a repairman.
 7 MR. O'BRIEN: Okay. All right.
 8 MR. KOUDELA: Anything else?
 9 Okay. So Ms. Langraf, is this the
 10 same --
 11 MS. LANGRAF: Hold on a second.
 12 Do you have anything else to add?
 13 MR. O'BRIEN: No. I said my --
 14 essentially my same arguments would be the
 15 same for the two motions.
 16 MS. LANGRAF: Okay. So, you are
 17 asking for a general appeal of all of the
 18 cited violations, right?
 19 MR. O'BRIEN: Yeah. So, the first
 20 motion would be that -- that all the -- the
 21 violation notices are --
 22 MS. LANGRAF: Just a general
 23 appeal that --
 24 MR. O'BRIEN: -- a general appeal
 25 saying that they are not consistent with

1 the Code -
 2 MS. LANGRAF: Okay.
 3 MR. O'BRIEN: -- and therefore
 4 they should be disregarded by this Board --
 5 MS. LANGRAF: And then the --
 6 MR. O'BRIEN: -- there should be
 7 an additional amount of time to make the
 8 repairs until March 15th, because the
 9 amount of time on the circumstances is
 10 unreasonable. So, we're asking for March
 11 15th to complete these repairs, fix
 12 everything within his suite.
 13 MS. LANGRAF: Okay.
 14 MR. KOUDELA: And actually, Ms.
 15 Langraf, did Mr. O'Brien, I thought you
 16 said that number one, the missing
 17 electrical outlet wasn't a big deal --
 18 MR. O'BRIEN: I believe that's the
 19 --
 20 MR. KOUDELA: You weren't here for
 21 that, that was your first statement.
 22 MR. O'BRIEN: I believe that was a
 23 maintenance issue, but that's covered in
 24 the first part of the [unintelligible].
 25 MS. LANGRAF: It would be covered

1 in the extension as well, is that what
 2 you're asking for as well?
 3 MR. O'BRIEN: It can be fixed
 4 tomorrow. I mean, if it's not -- it'll be
 5 fixed.
 6 MS. LANGRAF: All right. So, it's
 7 going to be a general appeal of all of the
 8 Property Maintenance Code violations
 9 referenced in January 21st, 2024 citation,
 10 so, you'll vote on that.
 11 And then the second motion would
 12 be for an appeal on the Applicant's request
 13 for an extension of time.
 14 MR. KOUDELA: To March 15th,
 15 correct?
 16 MS. LANGRAF: To March 15th to
 17 repair the stated violations.
 18 BZA MEMBER: Is this going to be
 19 five motions?
 20 MS. LANGRAF: Two motions.
 21 BZA MEMBER: One motion for
 22 general appeal of all three --
 23 MS. LANGRAF: Just -- one second.
 24 It's one Property Maintenance Notice, and
 25 the first is going to be an appeal just

1 generally that -- that the Applicant
 2 believes the Property Maintenance Code is
 3 not appropriately applied and there's a
 4 violation, and then secondly, that they
 5 want to extension of time.
 6 BZA MEMBER: Got it.
 7 MR. KOUDELA: Okay. Would
 8 somebody like to make a motion in Case
 9 Number 24-2?
 10 BZA MEMBER: Mr. Chairman? I'd
 11 like to make a motion in Case 24-2. This
 12 is Shoregate Towers, NS, LLC, Lemma
 13 Getachew and Guenet Indale 30901 Lakeshore
 14 Boulevard, seeking to grant an appeal of
 15 again the aforementioned, Shoregate Towers
 16 NS, LLC, Lemma Getachew and Guenet Indale,
 17 for the violation dated 1/23/24 in
 18 Apartment 1250 of the East Building
 19 according to Property Code 605.1, 305.3,
 20 and 304.7.
 21 MR. KOUDELA: Okay. Thank you.
 22 Can I get a second, please?
 23 MS. CLARKE: I second.
 24 MR. KOUDELA: Ms. Clark, thank
 25 you.

1 Roll call?
 2 MADAM SECRETARY: Mr. Koudela?
 3 MR. KOUDELA: No.
 4 MADAM SECRETARY: Mr. Flaisig?
 5 MR. FLAISIG: No.
 6 MADAM SECRETARY: Mr. Yarletts?
 7 MR. YARLETTS: No.
 8 MADAM SECRETARY: Mr. Hill?
 9 MR. HILL: No.
 10 MADAM SECRETARY: Ms. Clarke?
 11 MS. CLARKE: No.
 12 MR. KOUDELA: Okay. Can I get a
 13 -- does someone want to make a motion for
 14 the second extension of March 15th, please?
 15 BZA MEMBER: Mr. Chairman, I'd
 16 like to make a motion in Case 24-2
 17 Shoregate Towers NS, LLC, Lemma Getachew
 18 and Guenet Indale at 30901 Lakeshore
 19 Boulevard, seeking an -- seeking to grant
 20 an appeal of, again, Shoregate Towers, NS,
 21 LLC, Lemma Getachew and Guenet Indale to
 22 the violation dated 1/23/24. This is for
 23 Apartment 1250 East Building with Property
 24 Management Code 605.1, 305.3, 304.7,
 25 seeking to extend the compliance date to

1 March 15th of 2024.
 2 MR. KOUDELA: Okay. Thank you.
 3 Can I get a second?
 4 MR. YARLETTS: I'll second.
 5 MR. KOUDELA: Thank you, Mr.
 6 Yarletts.
 7 And roll call.
 8 MADAM SECRETARY: Mr. Koudela?
 9 MR. KOUDELA: No.
 10 MADAM SECRETARY: Mr. Flaisig?
 11 MR. FLAISIG: No.
 12 MADAM SECRETARY: Mr. Yarletts?
 13 MR. YARLETTS: No.
 14 MADAM SECRETARY: Mr. Hill?
 15 MR. HILL: No.
 16 MADAM SECRETARY: Ms. Clarke?
 17 MS. CLARKE: No.
 18 MR. KOUDELA: Okay. Mr. O'Brien
 19 Board of Zoning Appeals is going to
 20 recommend that at the next council meeting
 21 to deny both of your appeals for 24-2.
 22 MR. O'BRIEN: Okay.
 23 MR. KOUDELA: I'd recommend you go
 24 that council meeting as well, all right?
 25 MR. O'BRIEN: And we -- we'll get

1 notice of this today?
 2 MS. LANGRAF: A written notice of
 3 the meeting?
 4 MR. O'BRIEN: Of this -- of a
 5 written notice of the Board
 6 MS. LANGRAF: A what?
 7 MR. O'BRIEN: We'll receive a
 8 written notice of this Board.
 9 MS. LANGRAF: A written notice of
 10 this Board of what?
 11 MR. O'BRIEN: About the issues of
 12 [unintelligible].
 13 MS. LANGRAF: He's going to type
 14 them up.
 15 MR. O'BRIEN: Yeah. And it'll be
 16 mailed to me?
 17 MS. LANGRAF: Sure.
 18 MR. O'BRIEN: Or emailed to me?
 19 MS. LANGRAF: Sure.
 20 MR. O'BRIEN: Thanks. All right.
 21 Thank you.
 22 MR. KOUDELA: All right. Thank
 23 you.
 24 Okay. Any old business we need to
 25 discuss?

1 BZA MEMBER: No.
 2 MR. KOUDELA: Any new business?
 3 All right. Someone want to make a
 4 motion to adjourn?
 5 MR. YARLETTS: Mr. Chairman, I'd
 6 like to make a motion to adjourn.
 7 MR. KOUDELA: Can I get a second?
 8 MR. HILL: Second.
 9 MR. KOUDELA: Thank you, Mr. Hill.
 10 Roll call.
 11 MADAM SECRETARY: Mr. Koudela?
 12 MR. KOUDELA: Aye.
 13 MADAM SECRETARY: Mr. Flaisig?
 14 MR. FLAISIG: Aye.
 15 MADAM SECRETARY: Mr. Yarletts?
 16 MR. YARLETTS: Aye.
 17 MADAM SECRETARY: Mr. Hill?
 18 MR. HILL: Aye.
 19 MADAM SECRETARY: Ms. Clarke?
 20 MS. CLARKE: Aye.
 21 MR. KOUDELA: Okay. Meeting
 22 adjourned at 8:46. Thank you.
 23
 24
 25

1
 2
 3 C E R T I F I C A T E
 4
 5 I, Brian Kuebler, a Notary Public within
 6 and for the State of Ohio, do hereby certify that
 7 I attended the foregoing meeting in its entirety,
 8 that I wrote the same in stenotypy, and that this
 9 is a true and correct transcript of my
 10 computer-aided notes.
 11 IN WITNESS WHEREOF, I have hereunto set my
 12 hand and seal of office, at Cleveland, Ohio, this
 13 11 day of MARCH A.D. 2024.
 14
 15
 16 *Brian Kuebler* - Electronic Signature
 17 _____
 18 Brian Kuebler, Notary Public, State of Ohio
 19 My commission expires June 12, 2027
 20
 21
 22
 23
 24
 25

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WILLOWICK BOARD OF ZONING APPEALS

- - - -

ON WEDNESDAY, FEBRUARY 14, 2024,
COMMENCING AT 7:30 P.M.

- - - -

BOARD MEMBERS: NICK KOUDELA
 RICH HILL
 TOM FLAISIG
 PHIL YARLETTS
 DEBBIE CLARKE

ALSO PRESENT: STEPHANIE LANGRAF, ESQ.

MADAM SECRETARY: CHRISTINE MORGAN

- - - -

TRANSCRIBED BY: BRIAN KUEBLER

- - - -

1 MR. KOUDELA: Let's stand and do
2 the pledge, please.

3

- - - -

4 (Thereupon, the Pledge of Allegiance was recited
5 by all.)

6

- - - -

7 MR. KOUDELA: Okay. Can we get a
8 roll call, please.

9

MADAM SECRETARY: Mr. Koudela?

10

MR. KOUDELA: Here.

11

MADAM SECRETARY: Mr. Flaisig?

12

MR. FLAISIG: Here.

13

MADAM SECRETARY: Mr. Yarletts?

14

MR. YARLETTS: Aye. Here.

15

MADAM SECRETARY: Mr. Hill?

16

MR. HILL: Here.

17

MADAM SECRETARY: And Ms. Clarke?

18

MR. KOUDELA: Okay. Thank you.

19

Somebody make a motion to approve the

20

December 13th meeting minutes, please.

21

MR. YARLETTS: Mr. Chairman, I

22

would like to make a motion that we approve

23

the December 13th, 2023 minutes as stated.

24

MR. KOUDELA: Can I get a second?

25

MR. HILL: Second.

1 MS. CLARKE: Second.

2 MR. KOUDELA: Thank you, Mr. Hill.

3 Roll call, please.

4 MADAM SECRETARY: Mr. Koudela?

5 MR. KOUDELA: Aye.

6 MADAM SECRETARY: Mr. Flaisig?

7 MR. FLAISIG: Aye.

8 MADAM SECRETARY: Mr. Yarletts?

9 MR. YARLETTS: Aye.

10 MADAM SECRETARY: Mr. Hill?

11 MR. HILL: Aye.

12 MADAM SECRETARY: And, Ms. Clarke?

13 MS. CLARKE: Aye.

14 MR. KOUDELA: Okay. Before us
15 tonight we have two cases. If I can have
16 anybody that's here for or against, I'd
17 like to swear you in. If you can raise
18 your right hand please, anyone who's going
19 to be speaking here today.

20 MR. O'BRIEN: My name's Mark
21 O'Brien with me here today --

22 MR. KOUDELA: Can you just please
23 raise your right hand? Do you, do you
24 swear to tell the truth during these
25 proceedings here today?

1 MR. O'BRIEN: Yes.

2 MS. HARTMAN: Stephanie Hartman.

3 I swear to tell the truth.

4 MR. KOUDELA: Okay. Thank you.

5 MS. LANGRAF: Also, if the Housing
6 Inspector's going to testify at one time,
7 why don't we just swear him in too.

8 MR. BRENNAN: I swear to tell the
9 truth.

10 MR. KOUDELA: Swear to tell the
11 truth during these proceedings here today?

12 MR. BRENNAN: Yes.

13 MR. KOUDELA: Thank you. Okay.
14 Case No. 24-1 is an appeal of Shoregate
15 Towers.

16 If you could state your name and
17 address for the record, please.

18 MR. O'BRIEN: Hi, my name is Mark
19 O'Brien. I'm attorney at law in the State
20 of Ohio. My address is 12434 Cedar Road,
21 Suite 11, Cleveland Heights, Ohio 44106.
22 And I'm the attorney on behalf of Lemma
23 Getachew, Guenet Indale, and Shoregate
24 Towers NS, LLC.

25 MR. KOUDELA: Okay.

1 MR. O'BRIEN: Okay.

2 BZA MEMBER: So, first one --
3 first one we're going to discuss is Case
4 No. 24-1. This is in regards to a
5 maintenance violation dated 1/24/24,
6 Apartment 850 East Building.

7 If you could just kind of state
8 your reasoning what we're here for today.

9 MR. O'BRIEN: So, we are here
10 today because Mr. Brennan filed -- or
11 served upon our clients a Notice of
12 Violations titled a Property Maintenance
13 Notice with respect to the International
14 Property Maintenance Code Section 309.1 in
15 which it states all structures shall be
16 kept free from insect and rodent
17 infestation. All structures in which
18 insect or rodents are found shall be
19 promptly exterminated by approved process
20 that will not be injurious to human health.

21 Mr. Brennan then ordered in his
22 violation notice that the tenant -- that
23 the property owner shall properly
24 exterminate all insects and roaches
25 throughout Apartment No. 850 East Building

1 and submit copies of reports and invoices,
2 his compliance date, as stated in the
3 notice, was January 29th or a five-day
4 thereafter. My client contends that, first
5 of all, that such compliance date is not
6 possible, that it's unreasonable under the
7 Property Maintenance Code to request that
8 somebody exterminate any insects or they're
9 filed with the code within such time.

10 Section 107 of the Code
11 specifically states that any notice that's
12 given by the building official shall
13 require not only that it be in writing,
14 provide a description of real estate,
15 include statement of violation, and why the
16 notice is being issued, and also include a
17 correction order, allowing a reasonable
18 time to make repairs and improvements
19 required to bring the dwelling, unit, or
20 structure into compliance with provision to
21 the Code.

22 It is our contention that allowing
23 only five days to bring the structure into
24 compliance with the Code is unreasonable
25 and therefore violative of the 2015

1 Property Maintenance Code.

2 My client's representative who is
3 here to testify with me today will state
4 that they attempted to ameliorate the
5 problem, but they were unable to do so
6 because they could not gain admittance to
7 the property.

8 That when they went with their --
9 with the property's pest control company,
10 that they attempted to gain entry and the
11 -- the tenant who lived there would not
12 allow them entry.

13 They tried to key in and the
14 tenant who was there in the apartment had
15 barred the chain on the door. They had
16 prevented them from any entrance. They
17 would not let them in and would not let
18 them provide treatment for the infestation.

19 With me today is Stephanie
20 Hartman.

21 Stephanie, can you step up to the
22 podium.

23 MS. HARTMAN: Yes. Hello.

24 MR. KOUDELA: Can you say your
25 name and address for the record, please.

1 MS. HARTMAN: Do you want my home
2 address?

3 MR. O'BRIEN: Just Shoregate
4 Towers.

5 MR. KOUDELA: Just Shoregate
6 Towers is fine.

7 MS. HARTMAN: Stephanie Hartman,
8 30901, Lakeshore Boulevard, Willowick, Ohio
9 44095.

10 MS. CLARKE: And what's your
11 affiliation with Shoregate Towers?

12 MS. HARTMAN: I'm the property
13 manager.

14 - - - -

15 EXAMINATION OF STEPHANIE HARTMAN

16 BY MR. O'BRIEN:

17 Q. And how long have you been the property manager
18 for Shoregate?

19 A. August of 2023.

20 Q. And you're the onsite property manager, right?

21 A. Yes, correct.

22 Q. What are your duties as the onsite property
23 manager?

24 A. To manage the property.

25 Q. Okay. And what do you mean by "manage the

1 property"?

2 A. I have to look over all -- every little aspect of
3 it. Leasing, making sure my maintenance guys are
4 doing what they're supposed to be doing, making
5 sure this company is doing what they're supposed
6 to be doing, which is the pest control.

7 Q. Okay. And did you receive the Property
8 Maintenance Violation Notice that we're on here
9 today? I'll show you a copy of it. It's a
10 Property Maintenance Violation Notice dated
11 January 24th, 2024.

12 Are you familiar with this notice?

13 A. Yes.

14 Q. Okay. And this is a notice which is attached,
15 Exhibit B, to our Notice of Appeal; is that
16 correct?

17 A. Correct.

18 Q. Okay. Do you remember this notice?

19 A. I do.

20 Q. Okay. What action did you take when you got this
21 notice?

22 A. I went with the pest control company to the unit.
23 And I videoed to make sure, because he said he
24 could not gain entry, so I said, I'm going to go
25 with you because I have to make sure that I can

1 prove it. And I videoed the fact that they would
2 not allow him in. He tried to key in and they
3 had the lock on, so...

4 Q. Okay. I'm going to play a copy of the video for
5 you first.

6 A. Okay.

7 Q. First of all, do you recognize this door front --

8 A. I do.

9 Q. -- in the video?

10 Okay. We'll play this for you first and then
11 for the Board.

12 - - - -

13 (Thereupon, video played.)

14 - - - -

15 Q. First of all, can you tell me what's happening
16 here.

17 A. This is Sean trying to get into the unit and it's
18 locked.

19 Q. And what does he do?

20 A. He tries to key into the unit.

21 Q. After knocking the door, right?

22 A. After he knocks.

23 Q. Was he able to gain entrance?

24 A. He was not able to gain entrance because they had
25 the little hotel lock on --

1 Q. Okay.

2 A. -- so, they were in the unit.

3 Q. Okay. And you're the one who took this video?

4 A. I did.

5 Q. Okay. So why were you there with him?

6 A. To prove that they refused anybody to go into the
7 unit.

8 Q. Okay. And by refusing you mean they have the
9 security lock bar from the inside?

10 A. Yes.

11 Q. Okay. And so, you knocked, announced yourselves,
12 they would not let you in?

13 A. Correct.

14 Q. And this is what day?

15 A. Is it okay if I look on my phone to see what it
16 is?

17 Q. Yes.

18 A. Okay. I believe I sent it to you the exact same
19 day. This was January 26th at 2:34 P.M.

20 Q. Okay. So, that's two days after you got the
21 notice, right?

22 A. Correct.

23 Q. And Sean, you referred to Sean, he's the
24 gentleman in the video who looked -- do you know
25 his last name?

- 1 A. I don't.
- 2 Q. Sean Ford, does that sound familiar?
- 3 A. Yes.
- 4 Q. Okay. And he works for whom?
- 5 A. I can't say the company, Elrich [sic] --
- 6 Q. Ehrlich Pest Control.
- 7 A. -- Ehrlich.
- 8 Q. A division of Rentokil.
- 9 A. Yes.
- 10 Q. Most aptly named company in the world.
- 11 And Sean comes how often?
- 12 A. Every Friday.
- 13 Q. Okay. And what does he do every Friday?
- 14 A. He does 18 units and he does the outside of the
- 15 unit or outside of the building. He also does
- 16 the inside. He does the common areas. He does
- 17 garbage chutes and --
- 18 Q. But if you have some units that require
- 19 attention, he does those units?
- 20 A. Yes.
- 21 Q. And that's 18 units, right?
- 22 A. 18 units.
- 23 Q. So, he came on the 26th of January?
- 24 A. He did. It was a Friday.
- 25 Q. Okay. Which is two days after you got the

1 notice, right?

2 A. Correct.

3 Q. And you attempted to have him treat the unit?

4 A. Correct.

5 Q. But were unsuccessful?

6 A. Exactly.

7 Q. And why were you unsuccessful?

8 A. They refused to let us in.

9 MR. O'BRIEN: I'll play this for
10 the Board then. I've got a copy for you as
11 well. I'll stand here if that's okay.

12 Can everybody see this?

13 MS. LANGRAF: Do you have a copy
14 for the Clerk?

15 MR. O'BRIEN: We have a copy, but
16 I'll just play it one time for everybody.

17 - - - -

18 (Thereupon, video played.)

19 - - - -

20 MR. KOUDELA: Okay. Mr. O'Brien,
21 if you're -- if you're ready, back to my
22 initial question. What are we doing here
23 today? What are you --

24 MR. O'BRIEN: We are into --

25 MR. KOUDELA: -- looking to do?

1 MR. O'BRIEN: We are here today
2 because we would like the Board to agree
3 with us that the Violation Notice does not
4 comply with the 2015 Property Maintenance
5 Code because it does not provide an
6 adequate amount of time under the
7 circumstances to address the issue and
8 bring the property into compliance.

9 Again, 2015 Property Maintenance
10 Code, which is incorporated into the
11 Codified Ordinances of the City of
12 Willowick by Section 1367.01 thereof
13 requires that adequate notice be given, and
14 that the landlord be given or the property
15 owner be given an adequate amount of time,
16 not only to correct the violation, but to
17 bring the property back into compliance
18 with the provisions of the Code.

19 And we submit to you -- we contend
20 that a Property Maintenance Violation of
21 the notice that only gives five days to
22 bring the property into compliance, which
23 means to exterminate all pests under the
24 Property Maintenance Code section, which in
25 this case is 309.1 does not give adequate

1 amount of time.

2 So, we are asking the City to
3 amend, at the very least, the Violation
4 Notice to allow my client enough time to
5 bring the property back into the
6 compliance, which would include then, you
7 know, giving them enough time to get the
8 tenant who will not let them in, to let
9 them in to perform what needs to be
10 performed, which is infestation this
11 instance.

12 MR. KOUDELA: Okay.

13 MR. O'BRIEN: Thank you.

14 MR. FLAISIG: Mr. O'Brien, is that
15 tenant still occupying Apartment 850?

16 MS. HARTMAN: She is currently
17 under eviction, so I'm just waiting on that
18 timeframe.

19 MR. O'BRIEN: Yeah, We filed an
20 eviction case in the Willoughby Municipal
21 Court. This is one of the Section 8
22 tenants from the Lake Municipal Housing
23 Authority.

24 Lake Municipal Housing Authority
25 has terminated their contracts with

1 Shoregate Towers. Those units -- those
2 tenants who have failed to vacate their
3 units and find new housing and who are not
4 paying their rent, are now being evicted
5 for non payment of rent.

6 And this unit should be -- I
7 believe we're scheduled on this case to go
8 before the Willoughby Municipal Court on
9 March 4th, which means that we anticipate
10 getting a judgement on that date, which
11 means by the middle of March this tenant
12 should have vacated.

13 So, we would ask that you give
14 us -- and since they won't let us gain
15 entry to the unit, since they're barring
16 the door and not answering and not letting
17 us in, we ask that you give us at least
18 until a few days after that date, until say
19 March 20th, to go and treat for roaches and
20 to fix whatever problems are in the unit.

21 MR. KOUDELA: Okay.

22 MR. O'BRIEN: And I have here a
23 thumb drive, it contains the video. So, if
24 I can submit it, the material to the Clerk.

25 MR. KOUDELA: Yep.

1 MR. O'BRIEN: Thank you.

2 MR. FLAISIG: Now do you have
3 video of your attempts on February 2nd and
4 February 9th, the two Fridays after your
5 26th attempt of attempting to gain access
6 to the property?

7 MR. O'BRIEN: I have not
8 [unintelligible] no, but -- will this
9 tenant allow you to gain entry to that
10 unit?

11 MS. HARTMAN: No, they will not
12 answer any phone calls, they will not
13 answer any messages. They want nothing to
14 do with me.

15 MR. O'BRIEN: The point is just
16 that the Property Maintenance Code states
17 that notice shall be given and that the
18 notice shall include a reasonable time in
19 which to ameliorate the problem and to
20 bring the property back into compliance.

21 The Code also requires -- or also
22 states that not just the building owner or
23 the property owner, but also the occupant
24 of the unit, you know, can be cited for
25 such -- for any [unintelligible] under the

1 Code. And in this case, the occupant
2 wasn't cited, but only the property.

3 MS. CLARKE: Mr. O'Brien, I just
4 have a couple questions.

5 MR. O'BRIEN: Yeah.

6 MS. LANGRAF: : So, on the 24th
7 you got a notice that you needed to
8 promptly exterminate insects and roaches
9 throughout Apartment 850 in the East
10 Building, right? Your tenant did? Your
11 client?

12 MR. O'BRIEN: My client received
13 that, yes.

14 MS. LANGRAF: : Okay. And then
15 that video, it said she went there on the
16 26th; is that right?

17 MR. O'BRIEN: So, it was the 26th?

18 MS. HARTMAN: Let me confirm in my
19 cellphone because that's the day that I
20 sent it to you, so --

21 MR. O'BRIEN: I confirmed that you
22 sent me the video on January 26th at 2:34
23 P.M.

24 MS. LANGRAF: : Okay.

25 MR. O'BRIEN: And Sean Ford is the

1 technician for Ehrlich Pest Control that
2 could -- that has been coming, I don't
3 know, probably a couple years, before your
4 time --

5 MS. HARTMAN: Yeah.

6 MR. O'BRIEN: -- to perform pest
7 control maintenance at the property every
8 Friday.

9 MS. LANGRAF: : Sure.

10 MR. O'BRIEN: And so, they -- they
11 have a contract that says that Ehrlich will
12 -- will -- will treat not just common areas
13 in the building, but they'll also treat a
14 number of units every Friday, that's 18
15 units.

16 So, if Stephanie tells them that
17 we need these units treated, they will go
18 treat them.

19 MS. LANGRAF: : Okay. So, on the
20 24th, you got a notice from the City that
21 there was an issue in Apartment 850. Do
22 you know if that apartment was already
23 scheduled with Sean that day or did you
24 tell them to go there?

25 MS. HARTMAN: I'm sorry, repeat

1 the question. Because it would've been for
2 sure the 26th. I'm sorry, I was just
3 looking at the date because the date is the
4 -- is a Friday.

5 MS. LANGRAF: : Was that apartment
6 scheduled for the pest control on the 26th
7 or did you add that onto the -- to the --

8 MS. HARTMAN: I added that on --

9 MS. LANGRAF: -- [unintelligible].
10 Okay.

11 MS. HARTMAN: -- yeah.

12 MS. LANGRAF: : So, the compliance
13 date was January 29th, but you were at the
14 apartment with pest control on the 26th.

15 MS. HARTMAN: Correct.

16 MS. LANGRAF: : And you're here
17 today saying that the 29th was not a
18 reasonable amount of time to get pest
19 control to the apartment?

20 MS. HARTMAN: They refused entry.

21 MS. LANGRAF: : And then your
22 appeal was filed on the 26th as well?

23 MR. O'BRIEN: I filed -- I think I
24 brought the appeal -- I brought the appeal
25 in on the 29th.

1 MS. LANGRAF: : 29th. But you
2 served it on the City on the --

3 MR. O'BRIEN: And for some reason
4 it says received on the 26th.

5 MS. LANGRAF: : Yeah.

6 MR. O'BRIEN: And I know because
7 when I arrived I saw Mr. Brennan at the
8 window, and I was given -- or no, no,
9 that's not right. I came, I brought it in
10 the 26th, and then I was told to come back
11 on the 29th. So yes, I filed this on the
12 26th.

13 MS. LANGRAF: : Okay.

14 MR. BRENNAN: Mr. Chairman --

15 MR. KOUDELA: Yes.

16 MR. BRENNAN: -- I believe this
17 was a Friday.

18 MR. O'BRIEN: Yeah, so I came in
19 on a Friday.

20 MR. BRENNAN: Yeah, it was on a
21 Friday, and I don't know exactly what the
22 date was on that Friday.

23 MR. O'BRIEN: That was the 26th.
24 It was the 26th, and then Sean said the
25 secretary wasn't there, and then I get

1 called and I got called and I came back on
2 the 29th and gave him the check, and I got
3 -- and then received the paperwork on that
4 date. But yes, I was there on the 26th
5 because if we believe that a Violation
6 Notice did not comply with the Code, that
7 we have 20 days then to -- under the
8 Code -- to file an appeal with this Board.

9 And I didn't believe that at that
10 time -- that giving five days' notice to
11 eradicate all pests in one apartment is
12 reasonable. I also -- I mean, you know, I
13 also believe that -- and not that the Board
14 cares about this, you might care about
15 this -- I also think that, you know, that
16 the ordinance itself is violative to a
17 substantive due process because it doesn't
18 provide, you know, reasonable time to
19 comply necessarily, because the definition
20 of infestation under this -- under this
21 Property Maintenance Code means even one
22 insect or one rodent, so I don't know how
23 anybody could ever comply with the Code
24 when it says that even one bug is an
25 infestation. And it's impossible in a 403

1 unit, two-tower apartment building to not
2 have one bug in the unit.

3 And I know you would understand
4 what substitute process is, I don't think
5 necessarily the Board does, but I don't
6 think that the Code complies with due
7 process in that regard because I think it's
8 impossible not to have one bug in an entire
9 apartment complex of this size.

10 MS. LANGRAF: : So as of today,
11 you haven't been able to get into the
12 apartment?

13 MS. HARTMAN: I have not.

14 MS. LANGRAF: : So, you're asking
15 for -- until March, what? 20th?

16 MR. O'BRIEN: We anticipate that
17 on March 4th, barring anybody, you know,
18 entering an appearance on behalf of the
19 tenant and asking for an extension or
20 anything, we anticipate that this person
21 will be -- will -- that my client will
22 receive a writ of restitution allowing 7 to
23 10 days for the person to get out as of
24 March 4th.

25 So I would anticipate that by the

1 middle of March this person should have
2 been removed from the property and they can
3 get in -- problems for the towers is that
4 there are numerous tenants -- there are
5 numerous tenants who are very good tenants
6 and there are numerous tenants who were
7 very bad tenants and they're in the process
8 of evicting -- evicting all the very bad
9 tenants. The ones who do not comply with
10 their obligations under Ohio Landlord
11 Tenant Acts to keep their property clean.
12 And also under this Property Maintenance
13 Code, tenants are required to keep their
14 property clean, to do things like not allow
15 bugs or roaches to come in, to remove their
16 garbage, to clean their apartment. There
17 are some people who do not. There are some
18 people who, you know, are very bad tenants
19 and allow filth to accumulate in their
20 apartments, which attracts, you know,
21 pests.

22 So, you know, when you've got
23 tenants like that, and those tenants will
24 not allow management access to the property
25 to allow them to ameliorate the problem

1 that the tenants themselves are creating,
2 it's very difficult to try to fix the
3 problem.

4 And so, although Stephanie tries
5 very hard to do that, sometimes she's not
6 allowed to do it because the people just
7 won't let her in.

8 So, we just ask you to give us
9 additional time to allow the problem to be
10 fixed -- I would say, you know, 10th of
11 March. So, we would like you to amend the
12 Violation Notice to give us additional time
13 and fix the problem.

14 MR. FLAISIG: Now, at the time of
15 the attempt to get into the Apartment 850,
16 was the common areas like the hallway,
17 stairwell, were those sprayed?

18 MS. HARTMAN: Yes.

19 MR. FLAISIG: So basically, trying
20 to contain them --

21 MS. HARTMAN: Yes.

22 MR. FLAISIG: -- In the apartment?

23 MS. HARTMAN: Uh-huh.

24 UNIDENTIFIED VOICE: And does Sean
25 -- he -- but when he does get in, he'll

1 spray the doorways, right?

2 MS. HARTMAN: He -- he sprays,
3 sorry. He will spray the doorway and he
4 will spray throughout the hallway and the
5 door frame.

6 MR. HILL: You keep mentioning
7 this -- the name Sean. Now does he do --
8 does he do this by himself or does he have
9 a crew?

10 MR. O'BRIEN: No, he works for a
11 company called Ehrlich Pest Control.

12 MR. HILL: But when he -- you say
13 he comes every Friday.

14 MR. O'BRIEN: He is the technician
15 that comes every Friday --

16 MR. HILL: By himself?

17 MR. O'BRIEN: By himself that does
18 these two buildings.

19 MR. HILL: So, you're talking
20 about keeping pest control down, how does
21 one person -- that's 27 weeks to do -- to
22 do every unit from one person. How is that
23 manageable?

24 MR. O'BRIEN: If there's an issue,
25 I mean, not every apartment has an issue.

1 There are many people at Shoregate Towers
2 who are very happy there to keep their
3 apartments clean. They don't have issues
4 with pests, but we also -- there're also
5 two other companies too. There's a company
6 called Porch's Pest Control, which also
7 performs -- pest controls the property.
8 There's also --

9 MS. HARTMAN: [Unintelligible].

10 MR. O'BRIEN -- what? And there's
11 also T&L, Tillman, which also does other
12 pest control. So there are actually three
13 companies that are performing pest control
14 services at the property, not just Ehrlich.

15 Ehrlich has the biggest contract.
16 They are the one that was tasked with
17 treating for bugs and rodents throughout
18 the property, common areas, exteriors, and
19 a limited number of apartments every week.

20 BY MR. O'BRIEN

21 Q. But how many -- how many times do you think -- do
22 you think, like, do you treat 18 units every
23 week?

24 A. We treat 18 units. If we have someone that has
25 like a bedbug issue, then we treat about 16

1 because the bedbug issue takes close to an
2 hour-and-a-half, so it's like one to two less.

3 MS. CLARKE: So, was any further
4 attempt made to enter the apartment and
5 treat it or --

6 MS. HARTMAN: Sean has tried to go
7 two other times and they just refused any
8 service. He has not tried to key in, but
9 he has knocked.

10 MS. CLARKE: So, the people don't
11 ever leave like their apartment, like you
12 can't --

13 MS. HARTMAN: I don't know.

14 MR. O'BRIEN: I mean, he comes
15 every Friday, you know.

16 The point -- our point is that,
17 you know, there has to be a reasonable
18 opportunity to not only fix the problem,
19 but bring the property back into
20 compliance, and, you know, we, Shoregate
21 Towers has contracted with different pest
22 control companies, the problem is that they
23 can't be there every day all day long, and
24 although --

25 BY MR. O'BRIEN

1 Q. Steph, do you make attempt to contact these
2 people so that we can get in?

3 A. I do.

4 MS. HARTMAN: Am I allowed to say
5 something?

6 MR. O'BRIEN: Yeah, go ahead.

7 MS. HARTMAN: Okay. So, they --
8 actually the children in that unit have
9 been writing all kinds of vulgar things on
10 the walls as well. So, they refuse to make
11 any contact with me because they're writing
12 the "N" word on the walls. They're writing
13 O - S-H-I-T all over. So, they refuse to
14 have any contact with me due to the
15 eviction. So, they want nothing to do with
16 us and they're just waiting to -- for their
17 final day, apparently.

18 MS. CLARKE: How do you know that?

19 MS. HARTMAN: Because they threw a
20 bag of dog poop at one of my maintenance
21 guys.

22 MS. CLARKE: But how do you know
23 they're writing on the inside of the
24 apartment if you can't get into it?

25 MS. HARTMAN: Not on the inside of

1 the apartment, on the inside of the
2 stairwells.

3 BZA MEMBER: Did you go back with
4 Sean the next two times that he attempted
5 to go in?

6 MS. HARTMAN: I did not.

7 BZA MEMBER: Okay. So, there was
8 no attempt to key in. You don't know that
9 the door was barred?

10 MS. HARTMAN: He just told me.
11 Because when I'm the only one in the
12 office, I don't have time to go every
13 single time.

14 BZA MEMBER: Why did you go the
15 one time you did go?

16 MS. HARTMAN: Because I wanted to
17 prove -- I wanted to prove that they
18 refused to let us in.

19 BZA MEMBER: So, I guess what's
20 the difference between the next two if
21 we've had this appeal holding? I mean, I
22 would've -- I would've expected that we
23 would've done the same thing each time,
24 right?

25 MS. HARTMAN: To be honest, I

1 didn't know that I was going to have to be
2 here, and I didn't know that I would even
3 take a video, I just wanted to prove it
4 that one time to him.

5 BZA MEMBER: How did they -- how
6 did we find this for the team -- how did we
7 get in there the first time to find this?

8 MR. BRENNAN: Mr. Chairman?

9 MR. KOUDELA: Yes, sir.

10 MR. BRENNAN: I was on an annual
11 inspection. This Apartment 850 in the East
12 Building was one of the last few apartments
13 that we had to get into complete our annual
14 inspection. And while we were doing this
15 inspection, my other inspector Alfredo was
16 with me also. We were walking through the
17 apartment trying to do our inspection and
18 he was in the dining room, he noticed some
19 roaches -- I do have some pictures here. I
20 just brought them with me and brought one
21 for Mr. O'Brien to take a look at them.

22 These -- if you'll want to just
23 pass those down.

24 MR. BRENNAN: So, Alfredo took the
25 picture in the dining room and it's going

1 to be the first page. As I was walking
2 down the hallway going towards the back
3 bedrooms, the bathroom area, there was
4 roaches on the ceilings, and then as we
5 opened up the bathroom door -- excuse me --
6 you could see lots of roaches all over the
7 top of the door, also was in the bathroom,
8 there was roaches all over the walls.

9 BZA MEMBER: How did you gain
10 access to this apartment?

11 MR. BRENNAN: I was in that
12 apartment with the maintenance man -- oh,
13 my mind is going blank with his name.

14 MS. HARTMAN: Justin.

15 MR. BRENNAN: Justin, Justin Clay.

16 BZA MEMBER: How did you enter,
17 did you knock and the tenant let you in?

18 MR. BRENNAN: Justin knocked on
19 the door. He had the key and he opened the
20 door.

21 BZA MEMBER: Now have the adjacent
22 apartments been checked? Because I mean,
23 from these pictures there's no way they're
24 contained the one -- in this one apartment.
25 They're just not possible.

1 MS. HARTMAN: I would have to see
2 my pest control list to make sure that they
3 were or not.

4 MS. LANGRAF: : In the interest
5 for clarity, we're only here on Apartment
6 850.

7 BZA MEMBER: Now my question is
8 any other adjacent is checked?

9 BZA MEMBER: Mr. Brennan?

10 MR. O'BRIEN: Do not know.

11 MS. HARTMAN: I do not know.

12 MR. O'BRIEN: If she doesn't know,
13 she doesn't know.

14 BZA MEMBER: Mr. O'Brien brings up
15 a reasonable amount of time. In your
16 opinion, is five days long enough? I mean,
17 is that somewhat standard?

18 MR. BRENNAN: Mr. Chairman?

19 MR. KOUDELA: Yes.

20 MR. BRENNAN: Yes, I believe
21 that's enough time to have that apartment
22 treated.

23 MR. KOUDELA: Okay. Mr. Brennan,
24 how much notice do you have to give the
25 apartment to go there? Like you didn't

1 have any issues with gaining entry, did you
2 give notice, or did you just show up and
3 say we're here for inspection?

4 MR. BRENNAN: When we make an
5 appointment for an annual inspection, they
6 notify their tenants. So, this was one of
7 the straggler apartments where we couldn't
8 have entry in, so --

9 MR. KOUDELA: Okay.

10 MR. BRENNAN: -- while we were
11 there, we did make entry. There was no
12 door lock, no hotel lock on it. The trim
13 was busted off on the inside of the door --

14 MR. KOUDELA: Okay.

15 MR. BRENNAN: -- so...

16 MR. KOUDELA: Okay. Thank you.

17 MR. BRENNAN: Uh-huh.

18 MR. KOUDELA: Any other questions?

19 BZA MEMBER: Yeah. So -- so I
20 guess my next question here, why --
21 Stephanie, you said that you won't go if
22 you're the only one. So, in the situation
23 here, Sean took Justin in. Was there no
24 maintenance man to attend the second time
25 to validate nobody could get in and these

1 two subsequent attempts to enter the --

2 MS. HARTMAN: I did not require
3 anybody to go with him after that.

4 BZA MEMBER: Okay.

5 MS. HARTMAN: I thought that my
6 one video was going to be proof enough.

7 BZA MEMBER: Does Sean have a key
8 to get in on his own or did you have to
9 provide him a key during that day?

10 MS. HARTMAN: I have to provide a
11 key --

12 BZA MEMBER: Okay.

13 MS. HARTMAN: -- yeah.

14 BZA MEMBER: So, we made no
15 attempt other than knocking on the door the
16 next few times?

17 MS. HARTMAN: Correct.

18 BZA MEMBER: But we made three
19 attempts?

20 MS. HARTMAN: Correct.

21 BZA MEMBER: Okay. So, three
22 attempts since the 26th to do this, but
23 it's not been completed?

24 MS. HARTMAN: Correct.

25 BZA MEMBER: And again, the

1 argument is adequate time, correct?

2 MS. HARTMAN: Correct.

3 BZA MEMBER: Okay. And we've made
4 three attempts?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: Okay.

7 MR. O'BRIEN: The point though is
8 that the -- the Notice of Violation itself
9 again dated the 24th day of January, which
10 was a Wednesday, and my client attempted to
11 fix the problem on Friday the 26th, and the
12 compliance date was the 29th, which
13 would've been the following Monday.

14 So, under the circumstances when
15 -- when Mr. Brennan's well aware of the
16 fact that Sean Brennan to come into -- that
17 Sean Ford comes to the property every
18 Friday and does these treatments. The
19 question is if my client is not able to
20 gain access on that date, that Friday, is
21 requiring the property to be treated and
22 brought back in compliance by that next
23 Monday, is that a reasonable amount of time
24 under the ordinance, and we submit that
25 it's not.

1 BZA MEMBER: Well, I -- so you
2 stated there are three companies that work
3 for the property.

4 MR. O'BRIEN: Yes. They do
5 different things.

6 BZA MEMBER: So, do all three of
7 them handle infestations?

8 MR. O'BRIEN: No, that is the
9 contract with Ehrlich for this kind of
10 problem, for bugs in particular. So, if
11 somebody says, I have a problem with
12 roaches or with other bugs, bed bugs, then
13 Stephanie will contact Ehrlich, let them
14 know you've got to treat this unit. And
15 she'll give a list of units to treat and
16 they would go to those units, but Mr. Ford
17 can't be expected to hang around, you know,
18 all day or come back numerous other days to
19 try to address the issue if the tenants are
20 not going to allow them --

21 BZA MEMBER: Well --

22 MR. O'BRIEN: -- into the
23 property.

24 BZA MEMBER: So, then my next
25 question is, if another tenant gets a

1 bedbug infestation on a Monday, do they
2 wait till Friday to have that resolved?

3 MR. O'BRIEN: Yes. If they're --
4 if they're -- if the -- if my client is
5 told on a Monday that there's an issue that
6 it's Friday that will be addressed.

7 BZA MEMBER: There's no exception
8 to that rule? There's no exception to
9 Ehrlich coming out except on a Friday?

10 MR. O'BRIEN: No. The tenants
11 also have an obligation under the 2015
12 Property Maintenance Code and under Ohio's
13 Landlord Tenant Act to make sure that their
14 property is not infested. So, it doesn't
15 only fall upon the landlord, this -- when
16 it comes to that, you know, the tenant is
17 also responsible for making sure there is
18 not garbage that is -- that is allowed to
19 fester in their unit, which attracts pests.
20 They are also required for --

21 BZA MEMBER: And, Mr. O'Brien, you
22 don't know if there is garbage --

23 BZA MEMBER: But the tenant is not
24 cited for that --

25 BZA MEMBER: -- right?

1 MR. O'BRIEN: I don't know that,
2 no.

3 BZA MEMBER: Okay.

4 MR. O'BRIEN: Do you know what was
5 the condition of this unit, Stephanie?

6 MS. HARTMAN: I've never been able
7 to go inside that unit.

8 MR. O'BRIEN: They will not allow
9 you to go in?

10 BZA MEMBER: So, we don't know if
11 that's the garbage, so that's neither here
12 nor there?

13 BZA MEMBER: That's -- so again.

14 MR. O'BRIEN: We don't.

15 BZA MEMBER: We weren't -- we
16 weren't cited -- the tenant wasn't cited,
17 right? There was a citation, so again,
18 there's no exception to a Friday. That is
19 the only day that Ehrlich will come out,
20 that is -- that's the question. There's no
21 exception to that rule?

22 MR. O'BRIEN: Does Justin -- will
23 Justin go there? Will your maintenance man
24 go there --

25 MS. HARTMAN: For?

1 MR. O'BRIEN: For any kind of
2 infestation or not?

3 MS. HARTMAN: No. So, you are not
4 allowed to mix chemicals. So, if I have
5 Ehrlich coming in to spray for roaches and
6 I get another company to spray for roaches,
7 it could technically hurt the person that's
8 in there because chemicals and chemicals
9 cannot like meet together.

10 BZA MEMBER: Well, I wouldn't
11 expect the maintenance guy to do that --

12 MS. HARTMAN: Yeah.

13 BZA MEMBER: -- I'm asking if the
14 exterminating company would come back and
15 do that on an ad hoc basis.

16 MR. O'BRIEN: No, it's
17 unreasonable to say that in 403 apartment
18 complex that you have to have --

19 BZA MEMBER; We're dealing with
20 one, we're here for 850.

21 MR O'BRIEN: I know that. We're
22 talking about a complex that has 403 units.
23 And to say that they have to have a pest
24 control company on, you know, call to come
25 out and treat whenever a property, tenants

1 that they have an issue is unreasonable.

2 So, the point of the Code, if you
3 read the Property Maintenance Code, it says
4 that, you know, before there can be any
5 kind of Violation Notice for any kind of
6 problem, and before there can be any action
7 taken, that the City has to not only
8 provide notice, but give a reasonable
9 opportunity to fix the problem. And the
10 question here is not whether or not the
11 property, that the problem's been fixed,
12 but whether or not a reasonable opportunity
13 was given to the landlord to fix the
14 problem.

15 And we're just saying that giving
16 five days to fix a problem when a tenant is
17 not allowing access to the landlord is
18 unreasonable. That's what we are saying.

19 MS. CLARKE: Isn't your argument,
20 not whether it's reasonable, but whether
21 it's reasonable to Shoregate Towers, that's
22 what you're asking us to do.

23 MR. O'BRIEN: No, my argument is
24 it's reasonable under the circumstances.
25 So if you -- and you'll have the

1 opportunity to do this, but if you look at
2 Sections 106 and 107 of the Code, you'll
3 see that what is required is that not
4 only -- and this is Section 107.2,
5 Subsection 4, says that the Violation
6 Notice and it states, and I quote, "include
7 a correctional order allowing a reasonable
8 time to make repairs and improvements
9 required to bring the dwelling unit or
10 structure into compliance with the
11 provisions of the Code."

12 So, it's not [unintelligible] to
13 have to give a reasonable opportunity to
14 fix the problem, and that means, you know,
15 ameliorating the problem entirely,
16 eradicating the unit of any pests.

17 So, the question is, under the
18 circumstances is five days a reasonable
19 opportunity to fix this problem in this
20 unit? And we contend that it is not,
21 especially when the tenant that is in that
22 unit who knows they're being evicted, will
23 not allow the property owner to come in to
24 that unit and fix the problem. And they
25 bar the door and they don't allow somebody

1 to come in and they won't answer the door
2 when they knock, you can't expect my client
3 to be able to ameliorate the problem.

4 MS. CLARKE: Are we to expect the
5 Zoning Inspector to anticipate that
6 somebody's going to barricade themselves in
7 the apartment --

8 MR. O'BRIEN: No.

9 MS. CLARKE: -- when they issue a
10 citation?

11 MR. O'BRIEN: No.

12 MS. CLARKE: So, how would we know
13 what would be reasonable in that
14 circumstance?

15 MR. O'BRIEN: Because you're
16 hearing the testimony of my client, Mr.
17 Brennan.

18 MS. CLARKE: I absolutely am, but
19 he issued the notice based on his
20 inspection.

21 MR. O'BRIEN: Yes.

22 MS. CLARKE: Not what happened
23 after the inspection?

24 MR. O'BRIEN: Yes.

25 MR. KOUDELA: Is the goal, if

1 there is an extension, which we're looking
2 at, by my quick math, from going from five
3 days to about 65 days, right? Riding about
4 two months' worth of time, that's what
5 we're looking for, will there be a check
6 every Friday? Will someone be with the
7 pest control every Friday keying in,
8 attempting to gain a -- like this is --

9 MR. O'BRIEN: Yes.

10 MR. KOUDELA: -- this is my --
11 this is my point of contention is that
12 there has -- while there've been three
13 attempts, there's only one attempt shown so
14 far where we made a, what I would consider
15 reasonable attempt to gain access --

16 MR. O'BRIEN: Stephanie will go
17 back every Friday.

18 MR. KOUDELA: -- the second and
19 third time were knocks.

20 MR. O'BRIEN: Yeah, Stephanie will
21 go back every Friday, she'll take another
22 video every Friday and we can come back
23 here every week if you like to verify what
24 happened on every Friday.

25 MR. KOUDELA: I would just expect

1 that we would be taking all measurable
2 steps when we have something of an appeal
3 involved.

4 MR. O'BRIEN: Yes.

5 BZA MEMBER: So, Mr. O'Brien,
6 you're looking for an extension until March
7 20th. Do you feel that that's adequate
8 time? That's what we're here for today.

9 MR. O'BRIEN: I -- you know,
10 barring any other circumstances to prevent
11 my client from being able to treat, yes.
12 But, you know, if Lake County Fair Housing
13 decides that they want to represent this
14 tenant on a pro bono basis and they ask for
15 something like a jury trial and eviction --
16 which you can do, believe it or not -- and
17 it takes longer to hear this complaint,
18 longer to get this tenant evicted even
19 though they're behind on the rent for how
20 long now?

21 MS. HARTMAN: Several months.

22 MR. O'BRIEN: Yeah. I mean, I
23 would anticipate that this tenant would --
24 my client would receive a writ of
25 restitution and that there would be an

1 order ordering the tenant to vacate within
2 seven to 10 days of March 4th. That's what
3 I think would probably happen, but I can't
4 guarantee it because I'm not the judge and
5 I don't control the court.

6 But I would anticipate that by the
7 end of March that this problem, that this
8 apartment would have been cleaned out and
9 that any problems with the apartment
10 would've been fixed.

11 MR. KOUDELA: Okay. Thank you.

12 MR. O'BRIEN: Yep. You're
13 welcome.

14 MR. KOUDELA: Mr. Brennan, one --
15 one more question just to clarify, what day
16 was your inspection?

17 MR. BRENNAN: The date of the
18 notice was my inspection.

19 MR. KOUDELA: So, the 24th?

20 MR. BRENNAN: Correct.

21 MR. KOUDELA: Okay. And you had
22 no issues gaining access that day?

23 MR. BRENNAN: With Justin, the
24 maintenance director.

25 MR. KOUDELA: Okay. All right.

1 Thank you.

2 MR. O'BRIEN: And Justin could go
3 back too. I mean Stephanie and Justin did
4 both go back.

5 BZA MEMBER: Well, yeah.

6 MR. O'BRIEN: They'd be glad to do
7 so.

8 MR. KOUDELA: And did he do so
9 since the 26th?

10 MS. HARTMAN: Have we -- has Sean
11 been back?

12 MR. KOUDELA: Has Justin?

13 MS. HARTMAN: Oh, I don't recall.

14 MR. O'BRIEN: No. Justin's job is
15 not to deal with infestation issues. So,
16 Justin is the maintenance director of the
17 property, his primary function is to deal
18 with things like water leaks, electrical
19 problems, minor carpentry issues, you know,
20 so we have problems like tenants who have
21 been recently evicted, come back after the
22 locks are changed and kick their door in,
23 you know.

24 And, you know, there are numerous
25 problems at Shoregate Towers that, you

1 know, make it difficult to control this,
2 but understand when people do things like
3 come back after they're evicted to face the
4 property, you know, and engage in
5 vandalism, kick their door in, you know,
6 sometimes do really horrible things.

7 MR. KOUDELA: Now, Mr. O'Brien,
8 was this done to Apartment 850?

9 MR. O'BRIEN: No, they're still
10 there.

11 MR. KOUDELA: So that doesn't
12 apply to what we're talking about.

13 MR. O'BRIEN: But what I'm saying
14 is that the maintenance director has many
15 other things to deal with. This is a
16 property that's probably 50 years old. The
17 towers were built in 1970. They were
18 finished in 1971 and 1972. So, they're
19 over 50 years old. And with a building of
20 that age, you're going to have a lot of
21 problems when you've got 403 units. You're
22 going to have water leaks, you're going to
23 have, you know, electrical issues, and the
24 maintenance director and the maintenance
25 staff currently that are in-house, they

1 primarily deal with those issues. They
2 don't deal with infestations. They don't
3 deal with pest control. There are outside
4 companies that are hired for that. And at
5 this point, there are three different
6 companies who do that right now. And
7 Ehrlich is the biggest one, and they're the
8 ones that deals with things like roach
9 infestation. So, if there's a problem --
10 problem with roach infestations in a
11 particular unit, Ehrlich will deal with
12 that. And they do 18 units every single
13 week, and they do all the common areas
14 every single week, but -- and then I -- and
15 -- and I don't think that that overloads
16 the property, does it? I mean --

17 MS. HARTMAN: No.

18 MR. O'BRIEN: -- that's more than
19 enough [unintelligible] for the
20 [unintelligible] received --

21 MS. HARTMAN: Yes.

22 MR. O'BRIEN: -- is that fair to
23 state?

24 MS. HARTMAN: Yes.

25 MR. O'BRIEN: Okay. So they're

1 able to deal with complaints received and
2 they do it every Friday. The point is
3 that, you know, if a notice is given on a
4 Wednesday and Ehrlich is there on Friday
5 and my client can't gain access, they have
6 to get a reasonable opportunity to deal
7 with that problem under those
8 circumstances, that's all we're asking.

9 BZA MEMBER: They didn't try to
10 reenter on Monday?

11 MR. O'BRIEN: No. Mr. Ford is
12 there on Fridays.

13 MR. KOUDELA: And you do not have
14 video of him trying to gain entry February
15 2nd --

16 MR. O'BRIEN: No.

17 MR. KOUDELA: -- or February 9th?

18 MR. O'BRIEN: No.

19 MR. KOUDELA: Okay.

20 MS. CLARKE: So, is that
21 scheduled, like recommended by the pest
22 control company or is that what Shoregate
23 Towers hires them to do? Like, is there a
24 reason why they can't come back more often?

25 MR. O'BRIEN: Well, I think it

1 would become economically inefficient to
2 have somebody come back more than once a
3 week to try to deal with issues like this.
4 I mean, yes, in a perfect world they could
5 have a person on staff that's just there to
6 deal with that issue, but the question is,
7 is it reasonable to require that, you know,
8 under all circumstances. I don't think it
9 is, and that's all we're saying.

10 It's like they're glad to deal
11 with the pest control issues, they do, on a
12 regular basis, every single week. They
13 deal with this every week. The point is
14 that when you've got somebody that won't
15 let you into an apartment, you probably
16 should be, you know, allowed more
17 [unintelligible] to fix the problem so we
18 can get access.

19 MR. KOUDELA: Okay. Any other
20 questions?

21 BZA MEMBER: I think one last
22 question. Do we know the last time this
23 apartment was sprayed?

24 MR. O'BRIEN: Do you know?

25 MS. HARTMAN: Unless I had the

1 records, I do not know, off the top of my
2 head.

3 BZA MEMBER: But --

4 MS. HARTMAN: She never called,
5 she never -- for anything.

6 MR. O'BRIEN: Was there a
7 complaint made?

8 MS. HARTMAN: No.

9 MR. O'BRIEN: So, this is just Mr.
10 Brennan on his annual inspection
11 determining there was an issue?

12 MS. HARTMAN: Correct.

13 BZA MEMBER: So, when you do 18
14 every Friday, is it routine that every
15 building will go in a set order or do those
16 18 only include complaints?

17 MS. HARTMAN: We'll do complaints
18 and then we'll do vacants.

19 MR. O'BRIEN: But she -- but the
20 tenant -- who's the tenant in 850?

21 MS. HARTMAN: Leena Cunningham I
22 believe it is.

23 MR. O'BRIEN: Okay.

24 MS. HARTMAN: I can pull it up if
25 you'd like to look --

1 MR. O'BRIEN: No, that's okay.

2 It's La -- La -- Linaria [phonetic] --

3 MS. HARTMAN: Linaria.

4 MR. O'BRIEN: -- Linaria

5 Cunningham. Yeah, Ms. Cunningham has been
6 there how long?

7 MS. HARTMAN: Do you want me to
8 pull it up?

9 MR. O'BRIEN: Yeah.

10 MS. HARTMAN: Okay. November
11 22nd, 2022 was her application. She moved
12 in on December 15th of 2022.

13 MR. KOUDELA: All right. Any
14 other questions? Any other comments that
15 you'd like to make?

16 MR. O'BRIEN: No, thank you.

17 MR. KOUDELA: So, on this vote,
18 Ms. Landgraf, if you could just clarify, an
19 approval on Case Number 24-1 would mean
20 that we agree with Shoregate Towers, the
21 property owner, correct?

22 MS. LANDGRAF: So, this is an
23 appeal filed by Shoregate Towers, NS, and
24 the other individuals listed. So, they're
25 appealing, and Mr. O'Brien's asked a couple

1 things, first to either agree with the
2 applicant that this was not appropriately
3 applied to the situation, but I've also
4 heard him ask for an extension of time.

5 So, did you want to -- did you
6 want them to vote on both of those or --

7 MR. O'BRIEN: Yes, I would like to
8 vote first to vote on whether or not they
9 believe that -

10 MS. LANGRAF: It was a --

11 MR. O'BRIEN: -- five days is the
12 maximum amount of time pursuant to this
13 particular Codified Ordinance, and second
14 of all, whether or not they're willing to
15 grant an extension until the end of March
16 to repair this problem.

17 MS. LANGRAF: Okay. So, first
18 there would be a motion to grant the appeal
19 of the stated appellants with regards to
20 application of the Property Maintenance
21 Code in which your vote would say we agree
22 that it was appropriately applied, or a
23 vote no would be, you don't believe that it
24 was appropriately applied.

25 BZA MEMBER: Okay.

1 MS. LANGRAF: The second motion
2 would be for an appeal on the basis of an
3 extension of time. That's what you're
4 asking for?

5 MR. O'BRIEN: Yes.

6 MS. LANGRAF: Okay.

7 MR. KOUDELA: And we could just
8 use March 20th as --

9 MS. LANGRAF: That's what they're
10 asking --

11 MR. KOUDELA: -- a date to throw
12 out there, is that what you're asking for?

13 MR. O'BRIEN: I'm asking for the
14 end of March because I can't guarantee that
15 the -- you know, March 20th. I think in
16 all likelihood this tenant will be ordered
17 to vacate at least by March 14th, but I
18 can't guarantee that. Sometimes court are
19 required to -- generally they're required
20 to order a move out 7 to 10 days after the
21 date of the First Cause Hearing for a writ
22 of restitution, but that doesn't mean they
23 will, and that doesn't mean they won't also
24 grant some kind of continuance so that
25 hearing doesn't take place for another week

1 or two weeks, so I don't know that at this
2 point in time, so I would say to be safe,
3 I'm asking until the end of March.

4 MR. KOUDELA: Okay. Mr. O'Brien,
5 can you please give me a date in the end of
6 March.

7 MR. O'BRIEN: I said the end of
8 March, so, March 31st.

9 MR. KOUDELA: 31st. Okay.

10 MR. O'BRIEN: Yes.

11 MR. KOUDELA: Okay. Would
12 somebody would like to make a motion or,
13 Ms. Langraf, would you like me to do it?

14 MS. LANGRAF: I'll give it a shot.

15 MR. KOUDELA: All right, Ms.
16 Langraf, thank you.

17 MS. LANGRAF: So, the first motion
18 is going to be a motion to grant the appeal
19 of Shoregate Towers NS, LLC, Lemma Getachew
20 and Guenet Indale with regards to Property
21 Maintenance Code violation dated January
22 24th, 2024, Apartment 850 in the East
23 Building for a violation of Property
24 Maintenance Code 309.1 on the basis of
25 reasonableness for time for compliance,

1 okay?

2 So, that means the Appellant is
3 requesting you to grant the appeal on the
4 basis that they were not given sufficient
5 time -- a reasonable amount of time to
6 comply with the notice.

7 MR. YARLETTS: Okay. I second.

8 MR. KOUDELA: Okay. Second.

9 Thank you Mr. Yarletts.

10 MS. LANGRAF: So a vote yes, would
11 be you agree with Shoregate Towers --

12 MR. KOUDELA: Okay.

13 MS. LANGRAF: -- a vote no would
14 mean that the Violation Notice stands as
15 issued.

16 MR. KOUDELA: Okay. Thank you.

17 Can I get a roll call, please.

18 MADAM SECRETARY: Mr. Koudela?

19 MR. KOUDELA: No.

20 MADAM SECRETARY: Mr. Flaisig?

21 MR. FLAISIG: No.

22 MADAM SECRETARY: Mr. Yarletts?

23 MR. YARLETTS: Nay.

24 MADAM SECRETARY: Mr. Hill?

25 MR. HILL: No.

1 MADAM SECRETARY: And Ms. Clarke?

2 MS. CLARKE: No.

3 MS. LANGRAF: The second motion is
4 the motion to grant the appeal of Shoregate
5 Towers NS, LLC, Lemma Getachew and Guenet
6 Indale to the Willoughby Prop -- Willowick
7 Property Maintenance Code violation dated
8 January 24th, 2024, Apartment 850 in the
9 East Building for a violation of Property
10 Maintenance Code 309.1 to grant an
11 extension of time to March 31st, 2024 to
12 comply with the stated notice.

13 MR. YARLETTS: I'll second.

14 MS. LANGRAF: A vote yes means you
15 agree to the extension, a vote no means no
16 extension.

17 MR. KOUDELA: Okay. Thank you.
18 Thank you for the second, Phil.

19 Can I get roll call, please.

20 MADAM SECRETARY: Mr. Koudela?

21 MR. KOUDELA: No.

22 MS. LANGRAF: You need to have
23 somebody make the motion. I am the Law
24 Director, so, somebody makes the motion --

25 MR. KOUDELA: Okay.

1 MS. LANGRAF: -- and then somebody
2 needs to second it.

3 MR. KOUDELA: Okay. Somebody make
4 the first one. Do we need to go back to
5 the first one?

6 MS. LANGRAF: Do you have a first
7 and a second?

8 MADAM SECRETARY: Yes.

9 MR. KOUDELA: Okay. So, we need a
10 first for 24-1 motion one --

11 MS. LANGRAF: Correct.

12 MR. KOUDELA: -- correct?

13 BZA MEMBER: All right. You want
14 to do it, Phil?

15 MR. YARLETTS: Yeah, I'll do it.
16 Mr. Chairman --

17 MR. KOUDELA: Do they have to say
18 the entire thing or just --

19 MS. LANGRAF: You might as well
20 since we don't have a first, yes.

21 MR. KOUDELA: Okay. All right.

22 MR. YARLETTS: Mr. Chairman, I'd
23 like to make a motion in Case 24-1
24 Shoregate Towers of 30901 Lakeshore
25 Boulevard, that we grant an appeal for the

1 maintenance violation -- no, that's not
2 what --

3 MS. LANGRAF: Dated.

4 MR. YARLETTS: The maintenance
5 violation dated 1/24/2024 for Apartment
6 850, Codified Ordinance 1332.05 to 1367.01.

7 MS. LANGRAF: So that's a grant of
8 the appeal on the basis of reasonableness
9 for compliance.

10 MR. KOUDELA: Yes.

11 MS. LANGRAF: So, same applies. A
12 vote yes that you agree with the applicant.
13 A vote no is the maintenance violation
14 stands as this.

15 MR. KOUDELA: Okay.

16 MR. FLAISIG: I will second.

17 MR. KOUDELA: Second. Thank you,
18 Tom.

19 Can I get roll call please, again.

20 MADAM SECRETARY: Mr. Koudela?

21 MR. KOUDELA: No.

22 MADAM SECRETARY: Mr. Flaisig?

23 MR. FLAISIG: No.

24 MADAM SECRETARY: Mr. Yarletts?

25 MR. YARLETTS: No.

1 MADAM SECRETARY: Mr. Hill?

2 MR. HILL: No.

3 MADAM SECRETARY: And Ms. Clarke?

4 MS. CLARKE: No.

5 MS. LANGRAF: Now we need a motion
6 to grant --

7 MR. KOUDELA: Can I get a motion
8 for the Case 24-1, the second for the
9 extension of time to the 31st?

10 MR. YARLETTS: Mr. Chairman, I'd
11 like to make a motion in Case 24-1
12 Shoregate Towers of 30901 Lakeshore
13 Boulevard that we grant the appeal for an
14 extension of time to take care of
15 maintenance violations dated 1/24/2024 in
16 Apartment 850.

17 MS. LANGRAF: Until March --

18 MR. YARLETTS: Until March 31st,
19 2024.

20 MR. KOUDELA: Okay. Can I get a
21 second?

22 MR. HILL: I second.

23 MR. KOUDELA: Mr. Hill, thank you.
24 Roll call.

25 MADAM SECRETARY: Mr. Koudela?

1 MR. KOUDELA: No.

2 MADAM SECRETARY: Mr. Flaisig?

3 MR. FLAISIG: No.

4 MADAM SECRETARY: Mr. Yarletts?

5 MR. YARLETTS: No.

6 MADAM SECRETARY: Mr. Hill?

7 MR. HILL: No.

8 MADAM SECRETARY: And Ms. Clarke?

9 MS. CLARKE: No.

10 MR. KOUDELA: Okay. Mr. O'Brien
11 Case Number 24-1 will go in front of City
12 Council at the next meeting as a
13 recommendation for not to approve the
14 appeals or the extension to March 31st,
15 okay?

16 MR. O'BRIEN: Okay.

17 MR. KOUDELA: So, this brings us
18 to Case Number 24-2. This is an appeal for
19 property 1250 also in the East Building.

20 If you could please go over -- you
21 know, that -- that appeal as well and what
22 you're hoping to gain for that.

23 MR. O'BRIEN: Yes. So attached to
24 our Notice of Appeal, which again is time
25 stamped January 26th, 2024, Exhibit A,

1 There's a property maintenance notice dated
2 January 23rd, 2024, which cites three
3 property maintenance violations with
4 respect to, I believe Unit 1250 in the
5 property.

6 And I'm going to go in backwards
7 order here. The first has to do with roof
8 maintenance or damage. It says property
9 maintenance under Section 304.7 of the
10 Code. The roof and flashing shall be
11 sound, tight, and not have any defects that
12 admit rain. Roof drainage shall be
13 adequate to prevent dampness or
14 deterioration of walls or interior portion
15 of the structure. Gutters and downspouts
16 shall be maintained in good repair and free
17 of obstructions.

18 The violation order or the order
19 of corrections cited states that repair or
20 replace roofing materials above Apartment
21 1250, east master bedroom compliance stage
22 two weeks later on February 6th, 2024.

23 Above that, Section 305.3 of the
24 Code of property maintenance, all
25 structures, which are all -- all interior

1 surfaces, including windows and doors,
2 shall be maintained in good, clean and
3 sanitary condition. Peeling paint, cracked
4 or loose plaster, decayed wood, and other
5 defective surfaces or conditions shall be
6 corrected.

7 The maintenance order states
8 replace all water damaged drywall and
9 ceilings and walls in Apartment 1250 east
10 master bedroom. Compliance date again is
11 February 6th, 2024.

12 Finally, Section 605.1, property
13 maintenance. All electrical equipment,
14 wiring and appliances shall be properly
15 installed and maintained in a safe and
16 approved manner.

17 And the Property Violation Notice
18 says missing electrical faceplate on master
19 bedroom wall receptacle in Apartment 1250
20 East -- I guess it means replace that -- as
21 of a compliance date of February 6th, 2024.

22 Was that done, the receptacle?

23 MS. HARTMAN: I -- I don't know.

24 MR. O'BRIEN: Okay. So, with
25 respect to the -- for the last of the

1 three, fixing the roof and flashing, again,
2 we would submit that under Section No. 7 of
3 the Code that's requiring repair of the
4 roof above, the top floor of the building,
5 in the wintertime at the Shoregate Towers
6 and requiring that to be done within two
7 weeks is unreasonable, so we would ask
8 again, that this Board find that that
9 timeframe is unreasonable under the
10 circumstances.

11 Also, with respect to the second
12 violation, that since you can't fix the
13 drywall problems until the roof has been
14 fixed, that that's also an unreasonable
15 timeframe. And again, we would ask for an
16 extension of time to fix those two issues.
17 I don't know whether or not the faceplate
18 on the one receptacle in Apartment 1250
19 that's been replaced around at this point
20 in time, but that is a di minimis issue,
21 which quite frankly is beyond the scope of
22 the Property Maintenance Code.

23 So, we're talking about electrical
24 systems. We talking about one plastic
25 faceplate that may or may not be required

1 to be replaced. Our contention will be
2 that that is not contemplated by the Code
3 and that should be disregarded entirely.

4 So, my client has contracted with
5 a company to fix the roof above Apartment
6 1250, but they're not able to do so at this
7 point in time because of weather issues.

8 We do have -- and we're going to
9 mark this as Exhibit A for the Board, and
10 I've got more copies, but my client has
11 contracted with Turn Key Property
12 Solutions. We have a invoice dated
13 February 5th, 2024 when the repairs of the
14 roof will be made, but to this point in
15 time, those repairs have not been made
16 because they have not been able to because
17 of the weather concerns to get up there and
18 fix the problems.

19 So, my client will do so, and I
20 believe Step -- and I believe Stephanie,
21 they're going to be out when?

22 MS. HARTMAN: Monday morning.

23 MR. O'BRIEN: Monday morning,
24 weather prevailing, right?

25 MS. HARTMAN: Yes.

1 MR. O'BRIEN: Okay.

2 Have not been able to do so at
3 this point in time, correct?

4 MS. HARTMAN: Correct. Due to the
5 chemicals that they use to fix the roof, it
6 has to be a certain temperature.

7 MR. O'BRIEN: And it's been too
8 cold so far to be able to fix the problem.

9 So, they can't do it if it's too
10 cold?

11 MS. HARTMAN: Rain, snow, and the
12 chemical [unintelligible] --

13 BZA MEMBER: Okay.

14 MR. YARLETTS: So, Mr. O'Brien,
15 quick question.

16 MR. O'BRIEN: Yes.

17 MR. YARLETTS: Has there been any
18 attempt as to a temporary fix, tarp put
19 over? I mean, if I was living in Apartment
20 1250, I don't --

21 MR. O'BRIEN: Yeah.

22 MR. YARLETTS: -- wouldn't
23 appreciate water coming in.

24 MR. O'BRIEN: Do you know how --
25 do you know what the extent of the problem

1 is?

2 MS. HARTMAN: I do not know the
3 extent of it.

4 MR. O'BRIEN: Okay. I believe Mr.
5 Brennan has pictures. They are, I believe
6 small holes in plaster in the ceiling,
7 they're not -- I don't believe water is,
8 you know, running through in channels like
9 a river into the apartment. I think it's a
10 small issue.

11 And for the record, my client is
12 more than happy to allow tenants to move.

13 MS. HARTMAN: I did offer them the
14 chance to move and they denied that.

15 MR. O'BRIEN: So yeah, prop --
16 people, I mean the 12th floor is a nice
17 place because there's nice views --

18 FEMALE SPEAKER: [Unintelligible].

19 MR. O'BRIEN: -- yeah, so, a lot
20 of people like it. If they -- if people
21 want to move or if they want to, you know,
22 get a different apartment because of the
23 problem, Shoregate Towers company allows
24 that, but if they don't want to leave
25 because they don't think it's that big of a

1 problem and it's going to be fixed, you
2 know, they allow you to stay.

3 But the point here, again -- and I
4 don't want to belabor the issue, but the
5 point is that when you have wintertime in
6 Cleveland, Ohio, you know, you can't expect
7 a -- first of all, my client to be able to
8 get a roofing company and then be able to
9 go upstairs, get on top of a building, and
10 fix it when it's cold outside. So, we just
11 ask once again that the Board allow
12 additional time or state that the two weeks
13 that were permitted are unreasonable under
14 the Code to allow such repair, but there
15 has been a contract that has been
16 established for the company and as soon as
17 weather permits, they'll be up there fixing
18 this roof to make sure that there are no
19 more leaks in this apartment, and once that
20 is done, all the drywall will be repaired
21 immediately.

22 Do you have anything you want to
23 say?

24 MS. HARTMAN: I do. So, the only
25 reason why they even called the City for an

1 inspection was they never called me and
2 told me that the leak was there or anything
3 because they owe me over \$6,000. So, when
4 someone owes me that much money, they avoid
5 me. They don't want to see me in the
6 parking lot. So, they do everything to
7 stay away from me. So, the only reason why
8 they -- they called was because I put a
9 Three Day Notice. So --

10 MR. O'BRIEN: Who is the tenant?

11 MS. HARTMAN: Jessica Burton and
12 Mandale Thurman.

13 MR. O'BREIN: Okay. They're being
14 evicted too, correct?

15 MS. HARTMAN: Correct.

16 MR. O'BRIEN: I'm not sure if
17 we've gotten the date back on that one, but
18 --

19 MS. HARTMAN: They called the day
20 that I put the Three Day Notice on.

21 MR. O'BRIEN: But I don't think
22 they -- they're not on the 23rd. I'm sure
23 we got -- we have one eviction date on the
24 23rd of the court, we have another on the
25 fourth, and I haven't finished --

1 MS. HARTMAN: I haven't even --

2 MR. O'BRIEN: I haven't finished
3 looking at the ones that I got from the
4 court date, they sent me emails, so I
5 haven't got all the emails for the fourth
6 yet. I anticipate that eviction will take
7 place on the fourth.

8 MR. KOUDELA: All right. Any
9 questions?

10 BZA MEMBER: I have a number of
11 them. So, Sean, you entered the building
12 on 1/23; is that correct?

13 MR. BRENNAN: Mr. Chairman?

14 MR. KOUDELA: Yes, Mr. Brennan.

15 MR. BRENNAN: Actually, I do have
16 some paperwork in regards to that from a
17 Tenant Complaint Form and I do have some
18 better pictures, so --

19 MR. KOUDELA: I would like to see
20 those, please.

21 MR. BRENNAN: Yeah. If you could
22 just pass those down there.

23 MR. KOUDELA: Thank you.

24 MR. BRENNAN: If you have an extra
25 one we'll give it to...

1 So, I received a complaint from
2 the tenant on 1/23. This is his complaint
3 form that he filled out to me. I think it
4 is reasonable time on there for these
5 repairs to be done.

6 If you read his complaint, it's
7 been the second time. And after I did go
8 to this apartment, I kind of remember Mr.
9 Thurman in the elevator with myself and
10 Justin Clay. This was back, I want to say
11 it's either in August or September of last
12 year. I believe Mr. O'Brien was in there
13 too, in the elevator, and he showed us some
14 pictures of his apartment.

15 So, this is the same apartment.
16 And you'll see in those pictures there that
17 I did take those better pictures toward
18 there -- it's toward the end I put them in
19 color. There was a lot of leaks. You can
20 see that the bedroom ceiling drywall,
21 obviously there was water when we went in
22 there and made that inspection. On the
23 carpet, you can see on the walls -- you've
24 got some black stuff going on in the walls
25 in the corner of the bedroom.

1 Same thing, you can see where
2 waters coming in on these -- on the bedroom
3 walls.

4 It's a couple areas, a few areas
5 throughout that rear bedroom, and also
6 electrical cover plate that is missing on
7 that receptacle. It is a safety hazard.

8 BZA MEMBER: So, the complaint
9 date is 1/23, which I think was a Tuesday.
10 So is that the -- is that the day that --
11 so the date of the complaint was the date
12 that the notice was filed, so that was the
13 date -- I'm sorry, that was the day you did
14 or did not enter?

15 MR. BRENNAN: It was on 1/23 --

16 BZA MEMBER: Okay.

17 MR. BRENNAN: -- I entered that
18 apartment. I also wrote the notice on
19 1/23.

20 BZA MEMBER: Okay.

21 MR. KOUDELA: All right. Mr.
22 Brennan -- I'm sorry.

23 BZA MEMBER: No, go ahead.

24 MR. KOUDELA: The drywall
25 repair -- I'm referring to the picture of

1 the electrical outlet --

2 MR. BRENNAN: Yeah.

3 MR. KOUDELA: -- the vertical
4 repair, is that near the water damage? And
5 whereabouts is that in correlation to the
6 drywall work that needed to be done and the
7 water damage; do you remember?

8 MR. BRENNAN: This area's all
9 over, you know, the wall in there.

10 MR. KOUDELA: Okay.

11 MR. BRENNAN: The one with the
12 electrical I want to say probably the third
13 picture back was kind of like in that area
14 there.

15 MR. KOUDELA: Okay.

16 BZA MEMBER: So, notice date was
17 1/23. And what was the first date that
18 someone was called to come look at the
19 roof?

20 MR. O'BRIEN: Do you know?

21 MS. HARTMAN: I do not know.

22 MR. O'BRIEN: Okay.

23 BZA MEMBER: So --

24 MR. O'BRIEN: Did Mr. Brennan give
25 you this to see -- did he give you this

1 personally?

2 MS. HARTMAN: He did.

3 MR. O'BRIEN: Okay. And that was
4 on the 23rd?

5 MS. HARTMAN: Correct.

6 MR. O'BRIEN: Okay. Did he give
7 you these pictures as well on that date?

8 MS. HARTMAN: Correct.

9 MR. O'BRIEN: Okay. And when did
10 you -- did you have Justin go upstairs and
11 look at this?

12 MS. HARTMAN: Immediately.

13 MR. O'BRIEN: Okay. And why did
14 you hire the roofing company?

15 MS. HARTMAN: To fix the issues.

16 MR. O'BRIEN: Okay. Typically,
17 how long does it take to hire a roofing
18 company to fix issues like that?

19 MS. HARTMAN: It really depends
20 because they -- a lot of roofing companies
21 will not take on such a small job because
22 it's not that big of a job, so they don't
23 want to take on such a small job on a 12
24 story apartment community in the winter.

25 BZA MEMBER: Okay. So again, we

1 don't know when you first called?

2 MS. HARTMAN: I do not know.

3 BZA MEMBER: Okay. How many
4 companies did you call before you settled
5 on Turn Key?

6 MS. HARTMAN: It actually wasn't
7 me that called, it was Alexis.

8 BZA MEMBER: Who's Alexis?

9 MR. O'BRIEN: Alexis Lyons is the
10 regional manager that oversees not only
11 this property, but other properties that
12 are affiliated with Shortgate Towers. The
13 companies that are involved here are
14 Shoregate Towers, they have a complex
15 called Addis View, which is a brand new
16 apartment complex in the City of Cleveland
17 at East 90th and Chester. They also own a
18 company called -- I mean an apartment
19 complex called Midtown Building, which is a
20 recently rehabilitated building that was
21 gutted and rehabbed at 3101 Euclid Avenue.
22 They also own properties -- they have a
23 property that's about to be rehabbed --
24 gutted and rehabbed on Lakeshore Boulevard
25 in the City of Cleveland near Bratenahl,

1 but Alexis oversees sort of all of those
2 endeavors.

3 BZA MEMBER: So, Alexis hired Turn
4 Key?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: We don't know when
7 Alexis contacted them?

8 MS. HARTMAN: I do not.

9 BZA MEMBER: We don't know who
10 else Alexis contacted?

11 MS. HARTMAN: I do not.

12 BZA MEMBER: So we don't know if
13 we asked any roofing companies for
14 temporary repairs and a contract to
15 complete repairs or anything like that?

16 MS. HARTMAN: I do not.

17 BZA MEMBER: In my experience,
18 most roofing companies will come and either
19 temporary patch or tarp, as Mr. Yarletts
20 said, in anticipation of doing the work.

21 We talked about weather, I know
22 we've had quite a stretch of better
23 weather. So, are we looking for better
24 weather than we've had these last two
25 weeks?

1 MS. HARTMAN: I only know what I
2 know, and this is all I've know because
3 Alexis has been dealing with the roofing of
4 this apartment.

5 BZA MEMBER: And no one has gone
6 into the apartment to -- I understand that
7 it's still leaking, but there are
8 preventative measures we can take inside,
9 cut out mold, put a trap that will come
10 from the ceiling, plastic trap down into a
11 bucket, anything to eliminate? So, no
12 attempt has been made to remediate any
13 mold, mildew, falling paint, all of the
14 things that are pictured in Mr. Brennan's
15 pictures?

16 MS. HARTMAN: Again, Alexis has
17 been dealing with that part of the
18 apartment, so...

19 BZA MEMBER: So, we don't have any
20 information on any attempts of anything
21 that we have done to remediate the
22 situation other than we know that Turn Key
23 has an invoice dated nine days ago to do
24 the work.

25 MS. HARTMAN: That's just as much

1 as I know.

2 BZA MEMBER: Okay.

3 MR. KOUDELA: Okay. Any other
4 questions?

5 Okay. So, Mr. O'Brien, what are
6 you asking for? How many days? Do you
7 want to put a date on it? Like the last
8 one?

9 MR. O'BRIEN: What --

10 MR. KOUDELA: Sure, go ahead.

11 MR. O'BRIEN: -- we're doing is we
12 can put the same date on it. It's February
13 in Cleveland, Ohio, I believe we are coming
14 up on a stretch of cold weather right now.
15 As it is snowing today, and I believe it's
16 supposed to be below freezing coming up
17 this weekend, I would anticipate though,
18 even the weather in Cleveland, there should
19 be a day in the next -- in the next let's
20 say four weeks that this should be able to
21 be fixed.

22 So, I would ask for an extension
23 to the middle of March; let's say March
24 15th to complete this repair.

25 BZA MEMBER: And again, so I'm

1 sorry, I want to confirm you are asking for
2 an extension until March 31st with no
3 attempt to temporary repairs in the
4 meantime?

5 MR. O'BRIEN: They will -- they
6 will do whatever -- I think we can have --
7 we can have Justin or another crew go up
8 there and take a look inside the apartment.
9 Again, it's not my understanding that this
10 is water pouring into the unit, these are
11 --

12 BZA MEMBER: Right.

13 MR. O'BRIEN: We can go up there
14 and see what can be done, we can offer to
15 have these tenants relocated or --

16 BZA MEMBER: A reasonable time to
17 relocate someone for roofing repair that
18 is -- I mean, based on these pictures, it's
19 not recent, right? This is not a recent
20 issue that we would want to move someone
21 for --

22 MR. O'BRIEN: And it's not an
23 issue that my client had any knowledge of
24 until Mr. Brennan filed this Violation
25 Notice at the end of January.

1 MR. KOUDELA: Mr. -- sorry.

2 BZA MEMBER: No, I'm good. I'm
3 good.

4 MR. KOUDELA: Mr. Brennan, you,
5 you mentioned August in an elevator?

6 MR. BRENNAN: Yes.

7 MR. KOUDELA: What was that in
8 regards to? Was that the initial complaint
9 that you heard about this event?

10 MR. BRENNAN: Yes, from the
11 tenant.

12 MR. KOUDELA: Okay. So, that was
13 the initial complaint, and, to the best of
14 your knowledge, Shoregate Towers knew about
15 the leaking and the issues in Unit 1250?

16 MR. BRENNAN: Correct.

17 MR. KOUDELA: Okay.

18 MR. O'BRIEN: You said I was
19 present?

20 MR. BRENNAN: Yes, you were.

21 MR. O'BRIEN: I don't recall the
22 conversation, but that's okay --

23 MR. BRENNAN: Nope --

24 MR. O'BRIEN: -- I've got other
25 things on my mind --

1 MR. BRENNAN: -- no, that's okay.

2 MR. O'BRIEN: Yeah.

3 MR. BRENNAN: It was the day that
4 we were doing --

5 MR. O'BRIEN: I remember being
6 there with you.

7 MR. BRENNAN: What's that?

8 MR. O'BRIEN: I remember being
9 there with you and Justin --

10 MR. BRENNAN: Yes, in the
11 elevator.

12 MR. O'BRIEN: -- but I don't
13 recall -- I don't recall anybody saying
14 that they had a problem with the ceiling in
15 their unit.

16 MR. BRENNAN: Danny pulled out his
17 phone and showed you pictures.

18 MR. O'BRIEN: Okay. Yeah.

19 BZA MEMBER: Okay.

20 MR. O'BRIEN: It's not the only
21 time I [unintelligible] people.

22 MS. LANGRAF: Mr. Hill.

23 MR. HILL: Was there any attempt
24 last week -- you said you were waiting for
25 a nice day in the winter. Was there any

1 attempt to get them to come out on either
2 of the 55 degree days last week so they
3 could come out?

4 MS. HARTMAN: So, the gentleman's
5 name is Jesse that works for the company
6 and he came out and he checked to -- like,
7 the spots to see, obviously, so he can give
8 us the grand total of what it would be.
9 So, that's when he gave us this and said
10 what day he would be able to come out.

11 MR. HILL: And he didn't cover it?
12 I mean, you guys were hiring him, I guess,
13 so, he didn't try covering it, trying to --

14 MS. HARTMAN: That's as far as I
15 know, I am so sorry.

16 MR. HILL: -- secure the area.

17 MR. KOUDELA: But he was able to
18 gain access to the roof?

19 MS. HARTMAN: Justin gave him
20 access to the roof.

21 MR. KOUDELA: So, Justin can gain
22 access to that one?

23 MS. HARTMAN: I don't know if he
24 went in the unit, I just know that he was
25 able to go up to the roof.

1 MR. KOUDELA: Okay.

2 MR. O'BRIEN: You don't know if
3 he's a salesman or a repairman, do you?

4 MS. HARTMAN: Jesse?

5 MR. O'BRIEN: Yeah.

6 MS. HARTMAN: He is a repairman.

7 MR. O'BRIEN: Okay. All right.

8 MR. KOUDELA: Anything else?

9 Okay. So Ms. Langraf, is this the
10 same --

11 MS. LANGRAF: Hold on a second.
12 Do you have anything else to add?

13 MR. O'BRIEN: No. I said my --
14 essentially my same arguments would be the
15 same for the two motions.

16 MS. LANGRAF: Okay. So, you are
17 asking for a general appeal of all of the
18 cited violations, right?

19 MR. O'BRIEN: Yeah. So, the first
20 motion would be that -- that all the -- the
21 violation notices are --

22 MS. LANGRAF: Just a general
23 appeal that --

24 MR. O'BRIEN: -- a general appeal
25 saying that they are not consistent with

1 the Code -

2 MS. LANGRAF: Okay.

3 MR. O'BRIEN: -- and therefore
4 they should be disregarded by this Board --

5 MS. LANGRAF: And then the --

6 MR. O'BRIEN: -- there should be
7 an additional amount of time to make the
8 repairs until March 15th, because the
9 amount of time on the circumstances is
10 unreasonable. So, we're asking for March
11 15th to complete these repairs, fix
12 everything within his suite.

13 MS. LANGRAF: Okay.

14 MR. KOUDELA: And actually, Ms.
15 Langraf, did Mr. O'Brien, I thought you
16 said that number one, the missing
17 electrical outlet wasn't a big deal --

18 MR. O'BRIEN: I believe that's the
19 --

20 MR. KOUDELA: You weren't here for
21 that, that was your first statement.

22 MR. O'BRIEN: I believe that was a
23 maintenance issue, but that's covered in
24 the first part of the [unintelligible].

25 MS. LANGRAF: It would be covered

1 in the extension as well, is that what
2 you're asking for as well?

3 MR. O'BRIEN: It can be fixed
4 tomorrow. I mean, if it's not -- it'll be
5 fixed.

6 MS. LANGRAF: All right. So, it's
7 going to be a general appeal of all of the
8 Property Maintenance Code violations
9 referenced in January 21st, 2024 citation,
10 so, you'll vote on that.

11 And then the second motion would
12 be for an appeal on the Applicant's request
13 for an extension of time.

14 MR. KOUDELA: To March 15th,
15 correct?

16 MS. LANGRAF: To March 15th to
17 repair the stated violations.

18 BZA MEMBER: Is this going to be
19 five motions?

20 MS. LANGRAF: Two motions.

21 BZA MEMBER: One motion for
22 general appeal of all three --

23 MS. LANGRAF: Just -- one second.
24 It's one Property Maintenance Notice, and
25 the first is going to be an appeal just

1 generally that -- that the Applicant
2 believes the Property Maintenance Code is
3 not appropriately applied and there's a
4 violation, and then secondly, that they
5 want to extension of time.

6 BZA MEMBER: Got it.

7 MR. KOUDELA: Okay. Would
8 somebody like to make a motion in Case
9 Number 24-2?

10 BZA MEMBER: Mr. Chairman? I'd
11 like to make a motion in Case 24-2. This
12 is Shoregate Towers, NS, LLC, Lemma
13 Getachew and Guenet Indale 30901 Lakeshore
14 Boulevard, seeking to grant an appeal of
15 again the aforementioned, Shoregate Towers
16 NS, LLC, Lemma Getachew and Guenet Indale,
17 for the violation dated 1/23/24 in
18 Apartment 1250 of the East Building
19 according to Property Code 605.1, 305.3,
20 and 304.7.

21 MR. KOUDELA: Okay. Thank you.
22 Can I get a second, please?

23 MS. CLARKE: I second.

24 MR. KOUDELA: Ms. Clark, thank
25 you.

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Roll call?

MADAM SECRETARY: Mr. Koudela?

MR. KOUDELA: No.

MADAM SECRETARY: Mr. Flaisig?

MR. FLAISIG: No.

MADAM SECRETARY: Mr. Yarletts?

MR. YARLETTS: No.

MADAM SECRETARY: Mr. Hill?

MR. HILL: No.

MADAM SECRETARY: Ms. Clarke?

MS. CLARKE: No.

MR. KOUDELA: Okay. Can I get a
-- does someone want to make a motion for
the second extension of March 15th, please?

BZA MEMBER: Mr. Chairman, I'd
like to make a motion in Case 24-2
Shoregate Towers NS, LLC, Lemma Getachew
and Guenet Indale at 30901 Lakeshore
Boulevard, seeking an -- seeking to grant
an appeal of, again, Shoregate Towers, NS,
LLC, Lemma Getachew and Guenet Indale to
the violation dated 1/23/24. This is for
Apartment 1250 East Building with Property
Management Code 605.1, 305.3, 304.7,
seeking to extend the compliance date to

1 March 15th of 2024.

2 MR. KOUDELA: Okay. Thank you.

3 Can I get a second?

4 MR. YARLETTS: I'll second.

5 MR. KOUDELA: Thank you, Mr.

6 Yarletts.

7 And roll call.

8 MADAM SECRETARY: Mr. Koudela?

9 MR. KOUDELA: No.

10 MADAM SECRETARY: Mr. Flaisig?

11 MR. FLAISIG: No.

12 MADAM SECRETARY: Mr. Yarletts?

13 MR. YARLETTS: No.

14 MADAM SECRETARY: Mr. Hill?

15 MR. HILL: No.

16 MADAM SECRETARY: Ms. Clarke?

17 MS. CLARKE: No.

18 MR. KOUDELA: Okay. Mr. O'Brien

19 Board of Zoning Appeals is going to

20 recommend that at the next council meeting

21 to deny both of your appeals for 24-2.

22 MR. O'BRIEN: Okay.

23 MR. KOUDELA: I'd recommend you go

24 that council meeting as well, all right?

25 MR. O'BRIEN: And we -- we'll get

1 notice of this today?

2 MS. LANGRAF: A written notice of
3 the meeting?

4 MR. O'BRIEN: Of this -- of a
5 written notice of the Board

6 MS. LANGRAF: A what?

7 MR. O'BRIEN: We'll receive a
8 written notice of this Board.

9 MS. LANGRAF: A written notice of
10 this Board of what?

11 MR. O'BRIEN: About the issues of
12 [unintelligible].

13 MS. LANGRAF: He's going to type
14 them up.

15 MR. O'BRIEN: Yeah. And it'll be
16 mailed to me?

17 MS. LANGRAF: Sure.

18 MR. O'BRIEN: Or emailed to me?

19 MS. LANGRAF: Sure.

20 MR. O'BRIEN: Thanks. All right.
21 Thank you.

22 MR. KOUDELA: All right. Thank
23 you.

24 Okay. Any old business we need to
25 discuss?

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BZA MEMBER: No.

MR. KOUDELA: Any new business?

All right. Someone want to make a motion to adjourn?

MR. YARLETTS: Mr. Chairman, I'd like to make a motion to adjourn.

MR. KOUDELA: Can I get a second?

MR. HILL: Second.

MR. KOUDELA: Thank you, Mr. Hill.

Roll call.

MADAM SECRETARY: Mr. Koudela?

MR. KOUDELA: Aye.

MADAM SECRETARY: Mr. Flaisig?

MR. FLAISIG: Aye.

MADAM SECRETARY: Mr. Yarletts?

MR. YARLETTS: Aye.

MADAM SECRETARY: Mr. Hill?

MR. HILL: Aye.

MADAM SECRETARY: Ms. Clarke?

MS. CLARKE: Aye.

MR. KOUDELA: Okay. Meeting adjourned at 8:46. Thank you.

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C E R T I F I C A T E

I, Brian Kuebler, a Notary Public within
and for the State of Ohio, do hereby certify that
I attended the foregoing meeting in its entirety,
that I wrote the same in stenotypy, and that this
is a true and correct transcript of my
computer-aided notes.

IN WITNESS WHEREOF, I have hereunto set my
hand and seal of office, at Cleveland, Ohio, this
11 day of MARCH A.D. 2024.

Brian Kuebler - Electronic Signature

Brian Kuebler, Notary Public, State of Ohio
My commission expires June 12, 2027

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File Attachments for Item:

2. BZA Minutes 2/14/2024 Complete

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WILLOWICK BOARD OF ZONING APPEALS

- - - -

ON WEDNESDAY, FEBRUARY 14, 2024,
COMMENCING AT 7:30 P.M.

- - - -

BOARD MEMBERS: NICK KOUDELA
 RICH HILL
 TOM FLAISIG
 PHIL YARLETTS
 DEBBIE CLARKE

ALSO PRESENT: STEPHANIE LANGRAF, ESQ.

MADAM SECRETARY: CHRISTINE MORGAN

- - - -

TRANSCRIBED BY: BRIAN KUEBLER

- - - -

1 MR. KOUDELA: Let's stand and do
2 the pledge, please.

3

- - - -

4 (Thereupon, the Pledge of Allegiance was recited
5 by all.)

6

- - - -

7 MR. KOUDELA: Okay. Can we get a
8 roll call, please.

9

MADAM SECRETARY: Mr. Koudela?

10

MR. KOUDELA: Here.

11

MADAM SECRETARY: Mr. Flaisig?

12

MR. FLAISIG: Here.

13

MADAM SECRETARY: Mr. Yarletts?

14

MR. YARLETTS: Aye. Here.

15

MADAM SECRETARY: Mr. Hill?

16

MR. HILL: Here.

17

MADAM SECRETARY: And Ms. Clarke?

18

MR. KOUDELA: Okay. Thank you.

19

Somebody make a motion to approve the

20

December 13th meeting minutes, please.

21

MR. YARLETTS: Mr. Chairman, I

22

would like to make a motion that we approve

23

the December 13th, 2023 minutes as stated.

24

MR. KOUDELA: Can I get a second?

25

MR. HILL: Second.

1 MS. CLARKE: Second.

2 MR. KOUDELA: Thank you, Mr. Hill.

3 Roll call, please.

4 MADAM SECRETARY: Mr. Koudela?

5 MR. KOUDELA: Aye.

6 MADAM SECRETARY: Mr. Flaisig?

7 MR. FLAISIG: Aye.

8 MADAM SECRETARY: Mr. Yarletts?

9 MR. YARLETTS: Aye.

10 MADAM SECRETARY: Mr. Hill?

11 MR. HILL: Aye.

12 MADAM SECRETARY: And, Ms. Clarke?

13 MS. CLARKE: Aye.

14 MR. KOUDELA: Okay. Before us

15 tonight we have two cases. If I can have

16 anybody that's here for or against, I'd

17 like to swear you in. If you can raise

18 your right hand please, anyone who's going

19 to be speaking here today.

20 MR. O'BRIEN: My name's Mark

21 O'Brien with me here today --

22 MR. KOUDELA: Can you just please

23 raise your right hand? Do you, do you

24 swear to tell the truth during these

25 proceedings here today?

1 MR. O'BRIEN: Yes.

2 MS. HARTMAN: Stephanie Hartman.

3 I swear to tell the truth.

4 MR. KOUDELA: Okay. Thank you.

5 MS. LANGRAF: Also, if the Housing
6 Inspector's going to testify at one time,
7 why don't we just swear him in too.

8 MR. BRENNAN: I swear to tell the
9 truth.

10 MR. KOUDELA: Swear to tell the
11 truth during these proceedings here today?

12 MR. BRENNAN: Yes.

13 MR. KOUDELA: Thank you. Okay.
14 Case No. 24-1 is an appeal of Shoregate
15 Towers.

16 If you could state your name and
17 address for the record, please.

18 MR. O'BRIEN: Hi, my name is Mark
19 O'Brien. I'm attorney at law in the State
20 of Ohio. My address is 12434 Cedar Road,
21 Suite 11, Cleveland Heights, Ohio 44106.
22 And I'm the attorney on behalf of Lemma
23 Getachew, Guenet Indale, and Shoregate
24 Towers NS, LLC.

25 MR. KOUDELA: Okay.

1 MR. O'BRIEN: Okay.

2 BZA MEMBER: So, first one --
3 first one we're going to discuss is Case
4 No. 24-1. This is in regards to a
5 maintenance violation dated 1/24/24,
6 Apartment 850 East Building.

7 If you could just kind of state
8 your reasoning what we're here for today.

9 MR. O'BRIEN: So, we are here
10 today because Mr. Brennan filed -- or
11 served upon our clients a Notice of
12 Violations titled a Property Maintenance
13 Notice with respect to the International
14 Property Maintenance Code Section 309.1 in
15 which it states all structures shall be
16 kept free from insect and rodent
17 infestation. All structures in which
18 insect or rodents are found shall be
19 promptly exterminated by approved process
20 that will not be injurious to human health.

21 Mr. Brennan then ordered in his
22 violation notice that the tenant -- that
23 the property owner shall properly
24 exterminate all insects and roaches
25 throughout Apartment No. 850 East Building

1 and submit copies of reports and invoices,
2 his compliance date, as stated in the
3 notice, was January 29th or a five-day
4 thereafter. My client contends that, first
5 of all, that such compliance date is not
6 possible, that it's unreasonable under the
7 Property Maintenance Code to request that
8 somebody exterminate any insects or they're
9 filed with the code within such time.

10 Section 107 of the Code
11 specifically states that any notice that's
12 given by the building official shall
13 require not only that it be in writing,
14 provide a description of real estate,
15 include statement of violation, and why the
16 notice is being issued, and also include a
17 correction order, allowing a reasonable
18 time to make repairs and improvements
19 required to bring the dwelling, unit, or
20 structure into compliance with provision to
21 the Code.

22 It is our contention that allowing
23 only five days to bring the structure into
24 compliance with the Code is unreasonable
25 and therefore violative of the 2015

1 Property Maintenance Code.

2 My client's representative who is
3 here to testify with me today will state
4 that they attempted to ameliorate the
5 problem, but they were unable to do so
6 because they could not gain admittance to
7 the property.

8 That when they went with their --
9 with the property's pest control company,
10 that they attempted to gain entry and the
11 -- the tenant who lived there would not
12 allow them entry.

13 They tried to key in and the
14 tenant who was there in the apartment had
15 barred the chain on the door. They had
16 prevented them from any entrance. They
17 would not let them in and would not let
18 them provide treatment for the infestation.

19 With me today is Stephanie
20 Hartman.

21 Stephanie, can you step up to the
22 podium.

23 MS. HARTMAN: Yes. Hello.

24 MR. KOUDELA: Can you say your
25 name and address for the record, please.

1 MS. HARTMAN: Do you want my home
2 address?

3 MR. O'BRIEN: Just Shoregate
4 Towers.

5 MR. KOUDELA: Just Shoregate
6 Towers is fine.

7 MS. HARTMAN: Stephanie Hartman,
8 30901, Lakeshore Boulevard, Willowick, Ohio
9 44095.

10 MS. CLARKE: And what's your
11 affiliation with Shoregate Towers?

12 MS. HARTMAN: I'm the property
13 manager.

14 - - - -

15 EXAMINATION OF STEPHANIE HARTMAN

16 BY MR. O'BRIEN:

17 Q. And how long have you been the property manager
18 for Shoregate?

19 A. August of 2023.

20 Q. And you're the onsite property manager, right?

21 A. Yes, correct.

22 Q. What are your duties as the onsite property
23 manager?

24 A. To manage the property.

25 Q. Okay. And what do you mean by "manage the

1 property"?

2 A. I have to look over all -- every little aspect of
3 it. Leasing, making sure my maintenance guys are
4 doing what they're supposed to be doing, making
5 sure this company is doing what they're supposed
6 to be doing, which is the pest control.

7 Q. Okay. And did you receive the Property
8 Maintenance Violation Notice that we're on here
9 today? I'll show you a copy of it. It's a
10 Property Maintenance Violation Notice dated
11 January 24th, 2024.

12 Are you familiar with this notice?

13 A. Yes.

14 Q. Okay. And this is a notice which is attached,
15 Exhibit B, to our Notice of Appeal; is that
16 correct?

17 A. Correct.

18 Q. Okay. Do you remember this notice?

19 A. I do.

20 Q. Okay. What action did you take when you got this
21 notice?

22 A. I went with the pest control company to the unit.
23 And I videoed to make sure, because he said he
24 could not gain entry, so I said, I'm going to go
25 with you because I have to make sure that I can

1 prove it. And I videoed the fact that they would
2 not allow him in. He tried to key in and they
3 had the lock on, so...

4 Q. Okay. I'm going to play a copy of the video for
5 you first.

6 A. Okay.

7 Q. First of all, do you recognize this door front --

8 A. I do.

9 Q. -- in the video?

10 Okay. We'll play this for you first and then
11 for the Board.

12 - - - -

13 (Thereupon, video played.)

14 - - - -

15 Q. First of all, can you tell me what's happening
16 here.

17 A. This is Sean trying to get into the unit and it's
18 locked.

19 Q. And what does he do?

20 A. He tries to key into the unit.

21 Q. After knocking the door, right?

22 A. After he knocks.

23 Q. Was he able to gain entrance?

24 A. He was not able to gain entrance because they had
25 the little hotel lock on --

1 Q. Okay.

2 A. -- so, they were in the unit.

3 Q. Okay. And you're the one who took this video?

4 A. I did.

5 Q. Okay. So why were you there with him?

6 A. To prove that they refused anybody to go into the
7 unit.

8 Q. Okay. And by refusing you mean they have the
9 security lock bar from the inside?

10 A. Yes.

11 Q. Okay. And so, you knocked, announced yourselves,
12 they would not let you in?

13 A. Correct.

14 Q. And this is what day?

15 A. Is it okay if I look on my phone to see what it
16 is?

17 Q. Yes.

18 A. Okay. I believe I sent it to you the exact same
19 day. This was January 26th at 2:34 P.M.

20 Q. Okay. So, that's two days after you got the
21 notice, right?

22 A. Correct.

23 Q. And Sean, you referred to Sean, he's the
24 gentleman in the video who looked -- do you know
25 his last name?

- 1 A. I don't.
- 2 Q. Sean Ford, does that sound familiar?
- 3 A. Yes.
- 4 Q. Okay. And he works for whom?
- 5 A. I can't say the company, Elrich [sic] --
- 6 Q. Ehrlich Pest Control.
- 7 A. -- Ehrlich.
- 8 Q. A division of Rentokil.
- 9 A. Yes.
- 10 Q. Most aptly named company in the world.
- 11 And Sean comes how often?
- 12 A. Every Friday.
- 13 Q. Okay. And what does he do every Friday?
- 14 A. He does 18 units and he does the outside of the
- 15 unit or outside of the building. He also does
- 16 the inside. He does the common areas. He does
- 17 garbage chutes and --
- 18 Q. But if you have some units that require
- 19 attention, he does those units?
- 20 A. Yes.
- 21 Q. And that's 18 units, right?
- 22 A. 18 units.
- 23 Q. So, he came on the 26th of January?
- 24 A. He did. It was a Friday.
- 25 Q. Okay. Which is two days after you got the

1 notice, right?

2 A. Correct.

3 Q. And you attempted to have him treat the unit?

4 A. Correct.

5 Q. But were unsuccessful?

6 A. Exactly.

7 Q. And why were you unsuccessful?

8 A. They refused to let us in.

9 MR. O'BRIEN: I'll play this for
10 the Board then. I've got a copy for you as
11 well. I'll stand here if that's okay.

12 Can everybody see this?

13 MS. LANGRAF: Do you have a copy
14 for the Clerk?

15 MR. O'BRIEN: We have a copy, but
16 I'll just play it one time for everybody.

17 - - - -

18 (Thereupon, video played.)

19 - - - -

20 MR. KOUDELA: Okay. Mr. O'Brien,
21 if you're -- if you're ready, back to my
22 initial question. What are we doing here
23 today? What are you --

24 MR. O'BRIEN: We are into --

25 MR. KOUDELA: -- looking to do?

1 MR. O'BRIEN: We are here today
2 because we would like the Board to agree
3 with us that the Violation Notice does not
4 comply with the 2015 Property Maintenance
5 Code because it does not provide an
6 adequate amount of time under the
7 circumstances to address the issue and
8 bring the property into compliance.

9 Again, 2015 Property Maintenance
10 Code, which is incorporated into the
11 Codified Ordinances of the City of
12 Willowick by Section 1367.01 thereof
13 requires that adequate notice be given, and
14 that the landlord be given or the property
15 owner be given an adequate amount of time,
16 not only to correct the violation, but to
17 bring the property back into compliance
18 with the provisions of the Code.

19 And we submit to you -- we contend
20 that a Property Maintenance Violation of
21 the notice that only gives five days to
22 bring the property into compliance, which
23 means to exterminate all pests under the
24 Property Maintenance Code section, which in
25 this case is 309.1 does not give adequate

1 amount of time.

2 So, we are asking the City to
3 amend, at the very least, the Violation
4 Notice to allow my client enough time to
5 bring the property back into the
6 compliance, which would include then, you
7 know, giving them enough time to get the
8 tenant who will not let them in, to let
9 them in to perform what needs to be
10 performed, which is infestation this
11 instance.

12 MR. KOUDELA: Okay.

13 MR. O'BRIEN: Thank you.

14 MR. FLAISIG: Mr. O'Brien, is that
15 tenant still occupying Apartment 850?

16 MS. HARTMAN: She is currently
17 under eviction, so I'm just waiting on that
18 timeframe.

19 MR. O'BRIEN: Yeah, We filed an
20 eviction case in the Willoughby Municipal
21 Court. This is one of the Section 8
22 tenants from the Lake Municipal Housing
23 Authority.

24 Lake Municipal Housing Authority
25 has terminated their contracts with

1 Shoregate Towers. Those units -- those
2 tenants who have failed to vacate their
3 units and find new housing and who are not
4 paying their rent, are now being evicted
5 for non payment of rent.

6 And this unit should be -- I
7 believe we're scheduled on this case to go
8 before the Willoughby Municipal Court on
9 March 4th, which means that we anticipate
10 getting a judgement on that date, which
11 means by the middle of March this tenant
12 should have vacated.

13 So, we would ask that you give
14 us -- and since they won't let us gain
15 entry to the unit, since they're barring
16 the door and not answering and not letting
17 us in, we ask that you give us at least
18 until a few days after that date, until say
19 March 20th, to go and treat for roaches and
20 to fix whatever problems are in the unit.

21 MR. KOUDELA: Okay.

22 MR. O'BRIEN: And I have here a
23 thumb drive, it contains the video. So, if
24 I can submit it, the material to the Clerk.

25 MR. KOUDELA: Yep.

1 MR. O'BRIEN: Thank you.

2 MR. FLAISIG: Now do you have
3 video of your attempts on February 2nd and
4 February 9th, the two Fridays after your
5 26th attempt of attempting to gain access
6 to the property?

7 MR. O'BRIEN: I have not
8 [unintelligible] no, but -- will this
9 tenant allow you to gain entry to that
10 unit?

11 MS. HARTMAN: No, they will not
12 answer any phone calls, they will not
13 answer any messages. They want nothing to
14 do with me.

15 MR. O'BRIEN: The point is just
16 that the Property Maintenance Code states
17 that notice shall be given and that the
18 notice shall include a reasonable time in
19 which to ameliorate the problem and to
20 bring the property back into compliance.

21 The Code also requires -- or also
22 states that not just the building owner or
23 the property owner, but also the occupant
24 of the unit, you know, can be cited for
25 such -- for any [unintelligible] under the

1 Code. And in this case, the occupant
2 wasn't cited, but only the property.

3 MS. CLARKE: Mr. O'Brien, I just
4 have a couple questions.

5 MR. O'BRIEN: Yeah.

6 MS. LANGRAF: : So, on the 24th
7 you got a notice that you needed to
8 promptly exterminate insects and roaches
9 throughout Apartment 850 in the East
10 Building, right? Your tenant did? Your
11 client?

12 MR. O'BRIEN: My client received
13 that, yes.

14 MS. LANGRAF: : Okay. And then
15 that video, it said she went there on the
16 26th; is that right?

17 MR. O'BRIEN: So, it was the 26th?

18 MS. HARTMAN: Let me confirm in my
19 cellphone because that's the day that I
20 sent it to you, so --

21 MR. O'BRIEN: I confirmed that you
22 sent me the video on January 26th at 2:34
23 P.M.

24 MS. LANGRAF: : Okay.

25 MR. O'BRIEN: And Sean Ford is the

1 technician for Ehrlich Pest Control that
2 could -- that has been coming, I don't
3 know, probably a couple years, before your
4 time --

5 MS. HARTMAN: Yeah.

6 MR. O'BRIEN: -- to perform pest
7 control maintenance at the property every
8 Friday.

9 MS. LANGRAF: : Sure.

10 MR. O'BRIEN: And so, they -- they
11 have a contract that says that Ehrlich will
12 -- will -- will treat not just common areas
13 in the building, but they'll also treat a
14 number of units every Friday, that's 18
15 units.

16 So, if Stephanie tells them that
17 we need these units treated, they will go
18 treat them.

19 MS. LANGRAF: : Okay. So, on the
20 24th, you got a notice from the City that
21 there was an issue in Apartment 850. Do
22 you know if that apartment was already
23 scheduled with Sean that day or did you
24 tell them to go there?

25 MS. HARTMAN: I'm sorry, repeat

1 the question. Because it would've been for
2 sure the 26th. I'm sorry, I was just
3 looking at the date because the date is the
4 -- is a Friday.

5 MS. LANGRAF: : Was that apartment
6 scheduled for the pest control on the 26th
7 or did you add that onto the -- to the --

8 MS. HARTMAN: I added that on --

9 MS. LANGRAF: -- [unintelligible].
10 Okay.

11 MS. HARTMAN: -- yeah.

12 MS. LANGRAF: : So, the compliance
13 date was January 29th, but you were at the
14 apartment with pest control on the 26th.

15 MS. HARTMAN: Correct.

16 MS. LANGRAF: : And you're here
17 today saying that the 29th was not a
18 reasonable amount of time to get pest
19 control to the apartment?

20 MS. HARTMAN: They refused entry.

21 MS. LANGRAF: : And then your
22 appeal was filed on the 26th as well?

23 MR. O'BRIEN: I filed -- I think I
24 brought the appeal -- I brought the appeal
25 in on the 29th.

1 MS. LANGRAF: : 29th. But you
2 served it on the City on the --

3 MR. O'BRIEN: And for some reason
4 it says received on the 26th.

5 MS. LANGRAF: : Yeah.

6 MR. O'BRIEN: And I know because
7 when I arrived I saw Mr. Brennan at the
8 window, and I was given -- or no, no,
9 that's not right. I came, I brought it in
10 the 26th, and then I was told to come back
11 on the 29th. So yes, I filed this on the
12 26th.

13 MS. LANGRAF: : Okay.

14 MR. BRENNAN: Mr. Chairman --

15 MR. KOUDELA: Yes.

16 MR. BRENNAN: -- I believe this
17 was a Friday.

18 MR. O'BRIEN: Yeah, so I came in
19 on a Friday.

20 MR. BRENNAN: Yeah, it was on a
21 Friday, and I don't know exactly what the
22 date was on that Friday.

23 MR. O'BRIEN: That was the 26th.
24 It was the 26th, and then Sean said the
25 secretary wasn't there, and then I get

1 called and I got called and I came back on
2 the 29th and gave him the check, and I got
3 -- and then received the paperwork on that
4 date. But yes, I was there on the 26th
5 because if we believe that a Violation
6 Notice did not comply with the Code, that
7 we have 20 days then to -- under the
8 Code -- to file an appeal with this Board.

9 And I didn't believe that at that
10 time -- that giving five days' notice to
11 eradicate all pests in one apartment is
12 reasonable. I also -- I mean, you know, I
13 also believe that -- and not that the Board
14 cares about this, you might care about
15 this -- I also think that, you know, that
16 the ordinance itself is violative to a
17 substantive due process because it doesn't
18 provide, you know, reasonable time to
19 comply necessarily, because the definition
20 of infestation under this -- under this
21 Property Maintenance Code means even one
22 insect or one rodent, so I don't know how
23 anybody could ever comply with the Code
24 when it says that even one bug is an
25 infestation. And it's impossible in a 403

1 unit, two-tower apartment building to not
2 have one bug in the unit.

3 And I know you would understand
4 what substitute process is, I don't think
5 necessarily the Board does, but I don't
6 think that the Code complies with due
7 process in that regard because I think it's
8 impossible not to have one bug in an entire
9 apartment complex of this size.

10 MS. LANGRAF: : So as of today,
11 you haven't been able to get into the
12 apartment?

13 MS. HARTMAN: I have not.

14 MS. LANGRAF: : So, you're asking
15 for -- until March, what? 20th?

16 MR. O'BRIEN: We anticipate that
17 on March 4th, barring anybody, you know,
18 entering an appearance on behalf of the
19 tenant and asking for an extension or
20 anything, we anticipate that this person
21 will be -- will -- that my client will
22 receive a writ of restitution allowing 7 to
23 10 days for the person to get out as of
24 March 4th.

25 So I would anticipate that by the

1 middle of March this person should have
2 been removed from the property and they can
3 get in -- problems for the towers is that
4 there are numerous tenants -- there are
5 numerous tenants who are very good tenants
6 and there are numerous tenants who were
7 very bad tenants and they're in the process
8 of evicting -- evicting all the very bad
9 tenants. The ones who do not comply with
10 their obligations under Ohio Landlord
11 Tenant Acts to keep their property clean.
12 And also under this Property Maintenance
13 Code, tenants are required to keep their
14 property clean, to do things like not allow
15 bugs or roaches to come in, to remove their
16 garbage, to clean their apartment. There
17 are some people who do not. There are some
18 people who, you know, are very bad tenants
19 and allow filth to accumulate in their
20 apartments, which attracts, you know,
21 pests.

22 So, you know, when you've got
23 tenants like that, and those tenants will
24 not allow management access to the property
25 to allow them to ameliorate the problem

1 that the tenants themselves are creating,
2 it's very difficult to try to fix the
3 problem.

4 And so, although Stephanie tries
5 very hard to do that, sometimes she's not
6 allowed to do it because the people just
7 won't let her in.

8 So, we just ask you to give us
9 additional time to allow the problem to be
10 fixed -- I would say, you know, 10th of
11 March. So, we would like you to amend the
12 Violation Notice to give us additional time
13 and fix the problem.

14 MR. FLAISIG: Now, at the time of
15 the attempt to get into the Apartment 850,
16 was the common areas like the hallway,
17 stairwell, were those sprayed?

18 MS. HARTMAN: Yes.

19 MR. FLAISIG: So basically, trying
20 to contain them --

21 MS. HARTMAN: Yes.

22 MR. FLAISIG: -- In the apartment?

23 MS. HARTMAN: Uh-huh.

24 UNIDENTIFIED VOICE: And does Sean
25 -- he -- but when he does get in, he'll

1 spray the doorways, right?

2 MS. HARTMAN: He -- he sprays,
3 sorry. He will spray the doorway and he
4 will spray throughout the hallway and the
5 door frame.

6 MR. HILL: You keep mentioning
7 this -- the name Sean. Now does he do --
8 does he do this by himself or does he have
9 a crew?

10 MR. O'BRIEN: No, he works for a
11 company called Ehrlich Pest Control.

12 MR. HILL: But when he -- you say
13 he comes every Friday.

14 MR. O'BRIEN: He is the technician
15 that comes every Friday --

16 MR. HILL: By himself?

17 MR. O'BRIEN: By himself that does
18 these two buildings.

19 MR. HILL: So, you're talking
20 about keeping pest control down, how does
21 one person -- that's 27 weeks to do -- to
22 do every unit from one person. How is that
23 manageable?

24 MR. O'BRIEN: If there's an issue,
25 I mean, not every apartment has an issue.

1 There are many people at Shoregate Towers
2 who are very happy there to keep their
3 apartments clean. They don't have issues
4 with pests, but we also -- there're also
5 two other companies too. There's a company
6 called Porch's Pest Control, which also
7 performs -- pest controls the property.
8 There's also --

9 MS. HARTMAN: [Unintelligible].

10 MR. O'BRIEN -- what? And there's
11 also T&L, Tillman, which also does other
12 pest control. So there are actually three
13 companies that are performing pest control
14 services at the property, not just Ehrlich.

15 Ehrlich has the biggest contract.
16 They are the one that was tasked with
17 treating for bugs and rodents throughout
18 the property, common areas, exteriors, and
19 a limited number of apartments every week.

20 BY MR. O'BRIEN

21 Q. But how many -- how many times do you think -- do
22 you think, like, do you treat 18 units every
23 week?

24 A. We treat 18 units. If we have someone that has
25 like a bedbug issue, then we treat about 16

1 because the bedbug issue takes close to an
2 hour-and-a-half, so it's like one to two less.

3 MS. CLARKE: So, was any further
4 attempt made to enter the apartment and
5 treat it or --

6 MS. HARTMAN: Sean has tried to go
7 two other times and they just refused any
8 service. He has not tried to key in, but
9 he has knocked.

10 MS. CLARKE: So, the people don't
11 ever leave like their apartment, like you
12 can't --

13 MS. HARTMAN: I don't know.

14 MR. O'BRIEN: I mean, he comes
15 every Friday, you know.

16 The point -- our point is that,
17 you know, there has to be a reasonable
18 opportunity to not only fix the problem,
19 but bring the property back into
20 compliance, and, you know, we, Shoregate
21 Towers has contracted with different pest
22 control companies, the problem is that they
23 can't be there every day all day long, and
24 although --

25 BY MR. O'BRIEN

1 Q. Steph, do you make attempt to contact these
2 people so that we can get in?

3 A. I do.

4 MS. HARTMAN: Am I allowed to say
5 something?

6 MR. O'BRIEN: Yeah, go ahead.

7 MS. HARTMAN: Okay. So, they --
8 actually the children in that unit have
9 been writing all kinds of vulgar things on
10 the walls as well. So, they refuse to make
11 any contact with me because they're writing
12 the "N" word on the walls. They're writing
13 O - S-H-I-T all over. So, they refuse to
14 have any contact with me due to the
15 eviction. So, they want nothing to do with
16 us and they're just waiting to -- for their
17 final day, apparently.

18 MS. CLARKE: How do you know that?

19 MS. HARTMAN: Because they threw a
20 bag of dog poop at one of my maintenance
21 guys.

22 MS. CLARKE: But how do you know
23 they're writing on the inside of the
24 apartment if you can't get into it?

25 MS. HARTMAN: Not on the inside of

1 the apartment, on the inside of the
2 stairwells.

3 BZA MEMBER: Did you go back with
4 Sean the next two times that he attempted
5 to go in?

6 MS. HARTMAN: I did not.

7 BZA MEMBER: Okay. So, there was
8 no attempt to key in. You don't know that
9 the door was barred?

10 MS. HARTMAN: He just told me.
11 Because when I'm the only one in the
12 office, I don't have time to go every
13 single time.

14 BZA MEMBER: Why did you go the
15 one time you did go?

16 MS. HARTMAN: Because I wanted to
17 prove -- I wanted to prove that they
18 refused to let us in.

19 BZA MEMBER: So, I guess what's
20 the difference between the next two if
21 we've had this appeal holding? I mean, I
22 would've -- I would've expected that we
23 would've done the same thing each time,
24 right?

25 MS. HARTMAN: To be honest, I

1 didn't know that I was going to have to be
2 here, and I didn't know that I would even
3 take a video, I just wanted to prove it
4 that one time to him.

5 BZA MEMBER: How did they -- how
6 did we find this for the team -- how did we
7 get in there the first time to find this?

8 MR. BRENNAN: Mr. Chairman?

9 MR. KOUDELA: Yes, sir.

10 MR. BRENNAN: I was on an annual
11 inspection. This Apartment 850 in the East
12 Building was one of the last few apartments
13 that we had to get into complete our annual
14 inspection. And while we were doing this
15 inspection, my other inspector Alfredo was
16 with me also. We were walking through the
17 apartment trying to do our inspection and
18 he was in the dining room, he noticed some
19 roaches -- I do have some pictures here. I
20 just brought them with me and brought one
21 for Mr. O'Brien to take a look at them.

22 These -- if you'll want to just
23 pass those down.

24 MR. BRENNAN: So, Alfredo took the
25 picture in the dining room and it's going

1 to be the first page. As I was walking
2 down the hallway going towards the back
3 bedrooms, the bathroom area, there was
4 roaches on the ceilings, and then as we
5 opened up the bathroom door -- excuse me --
6 you could see lots of roaches all over the
7 top of the door, also was in the bathroom,
8 there was roaches all over the walls.

9 BZA MEMBER: How did you gain
10 access to this apartment?

11 MR. BRENNAN: I was in that
12 apartment with the maintenance man -- oh,
13 my mind is going blank with his name.

14 MS. HARTMAN: Justin.

15 MR. BRENNAN: Justin, Justin Clay.

16 BZA MEMBER: How did you enter,
17 did you knock and the tenant let you in?

18 MR. BRENNAN: Justin knocked on
19 the door. He had the key and he opened the
20 door.

21 BZA MEMBER: Now have the adjacent
22 apartments been checked? Because I mean,
23 from these pictures there's no way they're
24 contained the one -- in this one apartment.
25 They're just not possible.

1 MS. HARTMAN: I would have to see
2 my pest control list to make sure that they
3 were or not.

4 MS. LANGRAF: : In the interest
5 for clarity, we're only here on Apartment
6 850.

7 BZA MEMBER: Now my question is
8 any other adjacent is checked?

9 BZA MEMBER: Mr. Brennan?

10 MR. O'BRIEN: Do not know.

11 MS. HARTMAN: I do not know.

12 MR. O'BRIEN: If she doesn't know,
13 she doesn't know.

14 BZA MEMBER: Mr. O'Brien brings up
15 a reasonable amount of time. In your
16 opinion, is five days long enough? I mean,
17 is that somewhat standard?

18 MR. BRENNAN: Mr. Chairman?

19 MR. KOUDELA: Yes.

20 MR. BRENNAN: Yes, I believe
21 that's enough time to have that apartment
22 treated.

23 MR. KOUDELA: Okay. Mr. Brennan,
24 how much notice do you have to give the
25 apartment to go there? Like you didn't

1 have any issues with gaining entry, did you
2 give notice, or did you just show up and
3 say we're here for inspection?

4 MR. BRENNAN: When we make an
5 appointment for an annual inspection, they
6 notify their tenants. So, this was one of
7 the straggler apartments where we couldn't
8 have entry in, so --

9 MR. KOUDELA: Okay.

10 MR. BRENNAN: -- while we were
11 there, we did make entry. There was no
12 door lock, no hotel lock on it. The trim
13 was busted off on the inside of the door --

14 MR. KOUDELA: Okay.

15 MR. BRENNAN: -- so...

16 MR. KOUDELA: Okay. Thank you.

17 MR. BRENNAN: Uh-huh.

18 MR. KOUDELA: Any other questions?

19 BZA MEMBER: Yeah. So -- so I
20 guess my next question here, why --
21 Stephanie, you said that you won't go if
22 you're the only one. So, in the situation
23 here, Sean took Justin in. Was there no
24 maintenance man to attend the second time
25 to validate nobody could get in and these

1 two subsequent attempts to enter the --

2 MS. HARTMAN: I did not require
3 anybody to go with him after that.

4 BZA MEMBER: Okay.

5 MS. HARTMAN: I thought that my
6 one video was going to be proof enough.

7 BZA MEMBER: Does Sean have a key
8 to get in on his own or did you have to
9 provide him a key during that day?

10 MS. HARTMAN: I have to provide a
11 key --

12 BZA MEMBER: Okay.

13 MS. HARTMAN: -- yeah.

14 BZA MEMBER: So, we made no
15 attempt other than knocking on the door the
16 next few times?

17 MS. HARTMAN: Correct.

18 BZA MEMBER: But we made three
19 attempts?

20 MS. HARTMAN: Correct.

21 BZA MEMBER: Okay. So, three
22 attempts since the 26th to do this, but
23 it's not been completed?

24 MS. HARTMAN: Correct.

25 BZA MEMBER: And again, the

1 argument is adequate time, correct?

2 MS. HARTMAN: Correct.

3 BZA MEMBER: Okay. And we've made
4 three attempts?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: Okay.

7 MR. O'BRIEN: The point though is
8 that the -- the Notice of Violation itself
9 again dated the 24th day of January, which
10 was a Wednesday, and my client attempted to
11 fix the problem on Friday the 26th, and the
12 compliance date was the 29th, which
13 would've been the following Monday.

14 So, under the circumstances when
15 -- when Mr. Brennan's well aware of the
16 fact that Sean Brennan to come into -- that
17 Sean Ford comes to the property every
18 Friday and does these treatments. The
19 question is if my client is not able to
20 gain access on that date, that Friday, is
21 requiring the property to be treated and
22 brought back in compliance by that next
23 Monday, is that a reasonable amount of time
24 under the ordinance, and we submit that
25 it's not.

1 BZA MEMBER: Well, I -- so you
2 stated there are three companies that work
3 for the property.

4 MR. O'BRIEN: Yes. They do
5 different things.

6 BZA MEMBER: So, do all three of
7 them handle infestations?

8 MR. O'BRIEN: No, that is the
9 contract with Ehrlich for this kind of
10 problem, for bugs in particular. So, if
11 somebody says, I have a problem with
12 roaches or with other bugs, bed bugs, then
13 Stephanie will contact Ehrlich, let them
14 know you've got to treat this unit. And
15 she'll give a list of units to treat and
16 they would go to those units, but Mr. Ford
17 can't be expected to hang around, you know,
18 all day or come back numerous other days to
19 try to address the issue if the tenants are
20 not going to allow them --

21 BZA MEMBER: Well --

22 MR. O'BRIEN: -- into the
23 property.

24 BZA MEMBER: So, then my next
25 question is, if another tenant gets a

1 bedbug infestation on a Monday, do they
2 wait till Friday to have that resolved?

3 MR. O'BRIEN: Yes. If they're --
4 if they're -- if the -- if my client is
5 told on a Monday that there's an issue that
6 it's Friday that will be addressed.

7 BZA MEMBER: There's no exception
8 to that rule? There's no exception to
9 Ehrlich coming out except on a Friday?

10 MR. O'BRIEN: No. The tenants
11 also have an obligation under the 2015
12 Property Maintenance Code and under Ohio's
13 Landlord Tenant Act to make sure that their
14 property is not infested. So, it doesn't
15 only fall upon the landlord, this -- when
16 it comes to that, you know, the tenant is
17 also responsible for making sure there is
18 not garbage that is -- that is allowed to
19 fester in their unit, which attracts pests.
20 They are also required for --

21 BZA MEMBER: And, Mr. O'Brien, you
22 don't know if there is garbage --

23 BZA MEMBER: But the tenant is not
24 cited for that --

25 BZA MEMBER: -- right?

1 MR. O'BRIEN: I don't know that,
2 no.

3 BZA MEMBER: Okay.

4 MR. O'BRIEN: Do you know what was
5 the condition of this unit, Stephanie?

6 MS. HARTMAN: I've never been able
7 to go inside that unit.

8 MR. O'BRIEN: They will not allow
9 you to go in?

10 BZA MEMBER: So, we don't know if
11 that's the garbage, so that's neither here
12 nor there?

13 BZA MEMBER: That's -- so again.

14 MR. O'BRIEN: We don't.

15 BZA MEMBER: We weren't -- we
16 weren't cited -- the tenant wasn't cited,
17 right? There was a citation, so again,
18 there's no exception to a Friday. That is
19 the only day that Ehrlich will come out,
20 that is -- that's the question. There's no
21 exception to that rule?

22 MR. O'BRIEN: Does Justin -- will
23 Justin go there? Will your maintenance man
24 go there --

25 MS. HARTMAN: For?

1 MR. O'BRIEN: For any kind of
2 infestation or not?

3 MS. HARTMAN: No. So, you are not
4 allowed to mix chemicals. So, if I have
5 Ehrlich coming in to spray for roaches and
6 I get another company to spray for roaches,
7 it could technically hurt the person that's
8 in there because chemicals and chemicals
9 cannot like meet together.

10 BZA MEMBER: Well, I wouldn't
11 expect the maintenance guy to do that --

12 MS. HARTMAN: Yeah.

13 BZA MEMBER: -- I'm asking if the
14 exterminating company would come back and
15 do that on an ad hoc basis.

16 MR. O'BRIEN: No, it's
17 unreasonable to say that in 403 apartment
18 complex that you have to have --

19 BZA MEMBER; We're dealing with
20 one, we're here for 850.

21 MR O'BRIEN: I know that. We're
22 talking about a complex that has 403 units.
23 And to say that they have to have a pest
24 control company on, you know, call to come
25 out and treat whenever a property, tenants

1 that they have an issue is unreasonable.

2 So, the point of the Code, if you
3 read the Property Maintenance Code, it says
4 that, you know, before there can be any
5 kind of Violation Notice for any kind of
6 problem, and before there can be any action
7 taken, that the City has to not only
8 provide notice, but give a reasonable
9 opportunity to fix the problem. And the
10 question here is not whether or not the
11 property, that the problem's been fixed,
12 but whether or not a reasonable opportunity
13 was given to the landlord to fix the
14 problem.

15 And we're just saying that giving
16 five days to fix a problem when a tenant is
17 not allowing access to the landlord is
18 unreasonable. That's what we are saying.

19 MS. CLARKE: Isn't your argument,
20 not whether it's reasonable, but whether
21 it's reasonable to Shoregate Towers, that's
22 what you're asking us to do.

23 MR. O'BRIEN: No, my argument is
24 it's reasonable under the circumstances.
25 So if you -- and you'll have the

1 opportunity to do this, but if you look at
2 Sections 106 and 107 of the Code, you'll
3 see that what is required is that not
4 only -- and this is Section 107.2,
5 Subsection 4, says that the Violation
6 Notice and it states, and I quote, "include
7 a correctional order allowing a reasonable
8 time to make repairs and improvements
9 required to bring the dwelling unit or
10 structure into compliance with the
11 provisions of the Code."

12 So, it's not [unintelligible] to
13 have to give a reasonable opportunity to
14 fix the problem, and that means, you know,
15 ameliorating the problem entirely,
16 eradicating the unit of any pests.

17 So, the question is, under the
18 circumstances is five days a reasonable
19 opportunity to fix this problem in this
20 unit? And we contend that it is not,
21 especially when the tenant that is in that
22 unit who knows they're being evicted, will
23 not allow the property owner to come in to
24 that unit and fix the problem. And they
25 bar the door and they don't allow somebody

1 to come in and they won't answer the door
2 when they knock, you can't expect my client
3 to be able to ameliorate the problem.

4 MS. CLARKE: Are we to expect the
5 Zoning Inspector to anticipate that
6 somebody's going to barricade themselves in
7 the apartment --

8 MR. O'BRIEN: No.

9 MS. CLARKE: -- when they issue a
10 citation?

11 MR. O'BRIEN: No.

12 MS. CLARKE: So, how would we know
13 what would be reasonable in that
14 circumstance?

15 MR. O'BRIEN: Because you're
16 hearing the testimony of my client, Mr.
17 Brennan.

18 MS. CLARKE: I absolutely am, but
19 he issued the notice based on his
20 inspection.

21 MR. O'BRIEN: Yes.

22 MS. CLARKE: Not what happened
23 after the inspection?

24 MR. O'BRIEN: Yes.

25 MR. KOUDELA: Is the goal, if

1 there is an extension, which we're looking
2 at, by my quick math, from going from five
3 days to about 65 days, right? Riding about
4 two months' worth of time, that's what
5 we're looking for, will there be a check
6 every Friday? Will someone be with the
7 pest control every Friday keying in,
8 attempting to gain a -- like this is --

9 MR. O'BRIEN: Yes.

10 MR. KOUDELA: -- this is my --
11 this is my point of contention is that
12 there has -- while there've been three
13 attempts, there's only one attempt shown so
14 far where we made a, what I would consider
15 reasonable attempt to gain access --

16 MR. O'BRIEN: Stephanie will go
17 back every Friday.

18 MR. KOUDELA: -- the second and
19 third time were knocks.

20 MR. O'BRIEN: Yeah, Stephanie will
21 go back every Friday, she'll take another
22 video every Friday and we can come back
23 here every week if you like to verify what
24 happened on every Friday.

25 MR. KOUDELA: I would just expect

1 that we would be taking all measurable
2 steps when we have something of an appeal
3 involved.

4 MR. O'BRIEN: Yes.

5 BZA MEMBER: So, Mr. O'Brien,
6 you're looking for an extension until March
7 20th. Do you feel that that's adequate
8 time? That's what we're here for today.

9 MR. O'BRIEN: I -- you know,
10 barring any other circumstances to prevent
11 my client from being able to treat, yes.
12 But, you know, if Lake County Fair Housing
13 decides that they want to represent this
14 tenant on a pro bono basis and they ask for
15 something like a jury trial and eviction --
16 which you can do, believe it or not -- and
17 it takes longer to hear this complaint,
18 longer to get this tenant evicted even
19 though they're behind on the rent for how
20 long now?

21 MS. HARTMAN: Several months.

22 MR. O'BRIEN: Yeah. I mean, I
23 would anticipate that this tenant would --
24 my client would receive a writ of
25 restitution and that there would be an

1 order ordering the tenant to vacate within
2 seven to 10 days of March 4th. That's what
3 I think would probably happen, but I can't
4 guarantee it because I'm not the judge and
5 I don't control the court.

6 But I would anticipate that by the
7 end of March that this problem, that this
8 apartment would have been cleaned out and
9 that any problems with the apartment
10 would've been fixed.

11 MR. KOUDELA: Okay. Thank you.

12 MR. O'BRIEN: Yep. You're
13 welcome.

14 MR. KOUDELA: Mr. Brennan, one --
15 one more question just to clarify, what day
16 was your inspection?

17 MR. BRENNAN: The date of the
18 notice was my inspection.

19 MR. KOUDELA: So, the 24th?

20 MR. BRENNAN: Correct.

21 MR. KOUDELA: Okay. And you had
22 no issues gaining access that day?

23 MR. BRENNAN: With Justin, the
24 maintenance director.

25 MR. KOUDELA: Okay. All right.

1 Thank you.

2 MR. O'BRIEN: And Justin could go
3 back too. I mean Stephanie and Justin did
4 both go back.

5 BZA MEMBER: Well, yeah.

6 MR. O'BRIEN: They'd be glad to do
7 so.

8 MR. KOUDELA: And did he do so
9 since the 26th?

10 MS. HARTMAN: Have we -- has Sean
11 been back?

12 MR. KOUDELA: Has Justin?

13 MS. HARTMAN: Oh, I don't recall.

14 MR. O'BRIEN: No. Justin's job is
15 not to deal with infestation issues. So,
16 Justin is the maintenance director of the
17 property, his primary function is to deal
18 with things like water leaks, electrical
19 problems, minor carpentry issues, you know,
20 so we have problems like tenants who have
21 been recently evicted, come back after the
22 locks are changed and kick their door in,
23 you know.

24 And, you know, there are numerous
25 problems at Shoregate Towers that, you

1 know, make it difficult to control this,
2 but understand when people do things like
3 come back after they're evicted to face the
4 property, you know, and engage in
5 vandalism, kick their door in, you know,
6 sometimes do really horrible things.

7 MR. KOUDELA: Now, Mr. O'Brien,
8 was this done to Apartment 850?

9 MR. O'BRIEN: No, they're still
10 there.

11 MR. KOUDELA: So that doesn't
12 apply to what we're talking about.

13 MR. O'BRIEN: But what I'm saying
14 is that the maintenance director has many
15 other things to deal with. This is a
16 property that's probably 50 years old. The
17 towers were built in 1970. They were
18 finished in 1971 and 1972. So, they're
19 over 50 years old. And with a building of
20 that age, you're going to have a lot of
21 problems when you've got 403 units. You're
22 going to have water leaks, you're going to
23 have, you know, electrical issues, and the
24 maintenance director and the maintenance
25 staff currently that are in-house, they

1 primarily deal with those issues. They
2 don't deal with infestations. They don't
3 deal with pest control. There are outside
4 companies that are hired for that. And at
5 this point, there are three different
6 companies who do that right now. And
7 Ehrlich is the biggest one, and they're the
8 ones that deals with things like roach
9 infestation. So, if there's a problem --
10 problem with roach infestations in a
11 particular unit, Ehrlich will deal with
12 that. And they do 18 units every single
13 week, and they do all the common areas
14 every single week, but -- and then I -- and
15 -- and I don't think that that overloads
16 the property, does it? I mean --

17 MS. HARTMAN: No.

18 MR. O'BRIEN: -- that's more than
19 enough [unintelligible] for the
20 [unintelligible] received --

21 MS. HARTMAN: Yes.

22 MR. O'BRIEN: -- is that fair to
23 state?

24 MS. HARTMAN: Yes.

25 MR. O'BRIEN: Okay. So they're

1 able to deal with complaints received and
2 they do it every Friday. The point is
3 that, you know, if a notice is given on a
4 Wednesday and Ehrlich is there on Friday
5 and my client can't gain access, they have
6 to get a reasonable opportunity to deal
7 with that problem under those
8 circumstances, that's all we're asking.

9 BZA MEMBER: They didn't try to
10 reenter on Monday?

11 MR. O'BRIEN: No. Mr. Ford is
12 there on Fridays.

13 MR. KOUDELA: And you do not have
14 video of him trying to gain entry February
15 2nd --

16 MR. O'BRIEN: No.

17 MR. KOUDELA: -- or February 9th?

18 MR. O'BRIEN: No.

19 MR. KOUDELA: Okay.

20 MS. CLARKE: So, is that
21 scheduled, like recommended by the pest
22 control company or is that what Shoregate
23 Towers hires them to do? Like, is there a
24 reason why they can't come back more often?

25 MR. O'BRIEN: Well, I think it

1 would become economically inefficient to
2 have somebody come back more than once a
3 week to try to deal with issues like this.
4 I mean, yes, in a perfect world they could
5 have a person on staff that's just there to
6 deal with that issue, but the question is,
7 is it reasonable to require that, you know,
8 under all circumstances. I don't think it
9 is, and that's all we're saying.

10 It's like they're glad to deal
11 with the pest control issues, they do, on a
12 regular basis, every single week. They
13 deal with this every week. The point is
14 that when you've got somebody that won't
15 let you into an apartment, you probably
16 should be, you know, allowed more
17 [unintelligible] to fix the problem so we
18 can get access.

19 MR. KOUDELA: Okay. Any other
20 questions?

21 BZA MEMBER: I think one last
22 question. Do we know the last time this
23 apartment was sprayed?

24 MR. O'BRIEN: Do you know?

25 MS. HARTMAN: Unless I had the

1 records, I do not know, off the top of my
2 head.

3 BZA MEMBER: But --

4 MS. HARTMAN: She never called,
5 she never -- for anything.

6 MR. O'BRIEN: Was there a
7 complaint made?

8 MS. HARTMAN: No.

9 MR. O'BRIEN: So, this is just Mr.
10 Brennan on his annual inspection
11 determining there was an issue?

12 MS. HARTMAN: Correct.

13 BZA MEMBER: So, when you do 18
14 every Friday, is it routine that every
15 building will go in a set order or do those
16 18 only include complaints?

17 MS. HARTMAN: We'll do complaints
18 and then we'll do vacants.

19 MR. O'BRIEN: But she -- but the
20 tenant -- who's the tenant in 850?

21 MS. HARTMAN: Leena Cunningham I
22 believe it is.

23 MR. O'BRIEN: Okay.

24 MS. HARTMAN: I can pull it up if
25 you'd like to look --

1 MR. O'BRIEN: No, that's okay.

2 It's La -- La -- Linaria [phonetic] --

3 MS. HARTMAN: Linaria.

4 MR. O'BRIEN: -- Linaria

5 Cunningham. Yeah, Ms. Cunningham has been
6 there how long?

7 MS. HARTMAN: Do you want me to
8 pull it up?

9 MR. O'BRIEN: Yeah.

10 MS. HARTMAN: Okay. November
11 22nd, 2022 was her application. She moved
12 in on December 15th of 2022.

13 MR. KOUDELA: All right. Any
14 other questions? Any other comments that
15 you'd like to make?

16 MR. O'BRIEN: No, thank you.

17 MR. KOUDELA: So, on this vote,
18 Ms. Landgraf, if you could just clarify, an
19 approval on Case Number 24-1 would mean
20 that we agree with Shoregate Towers, the
21 property owner, correct?

22 MS. LANDGRAF: So, this is an
23 appeal filed by Shoregate Towers, NS, and
24 the other individuals listed. So, they're
25 appealing, and Mr. O'Brien's asked a couple

1 things, first to either agree with the
2 applicant that this was not appropriately
3 applied to the situation, but I've also
4 heard him ask for an extension of time.

5 So, did you want to -- did you
6 want them to vote on both of those or --

7 MR. O'BRIEN: Yes, I would like to
8 vote first to vote on whether or not they
9 believe that -

10 MS. LANGRAF: It was a --

11 MR. O'BRIEN: -- five days is the
12 maximum amount of time pursuant to this
13 particular Codified Ordinance, and second
14 of all, whether or not they're willing to
15 grant an extension until the end of March
16 to repair this problem.

17 MS. LANGRAF: Okay. So, first
18 there would be a motion to grant the appeal
19 of the stated appellants with regards to
20 application of the Property Maintenance
21 Code in which your vote would say we agree
22 that it was appropriately applied, or a
23 vote no would be, you don't believe that it
24 was appropriately applied.

25 BZA MEMBER: Okay.

1 MS. LANGRAF: The second motion
2 would be for an appeal on the basis of an
3 extension of time. That's what you're
4 asking for?

5 MR. O'BRIEN: Yes.

6 MS. LANGRAF: Okay.

7 MR. KOUDELA: And we could just
8 use March 20th as --

9 MS. LANGRAF: That's what they're
10 asking --

11 MR. KOUDELA: -- a date to throw
12 out there, is that what you're asking for?

13 MR. O'BRIEN: I'm asking for the
14 end of March because I can't guarantee that
15 the -- you know, March 20th. I think in
16 all likelihood this tenant will be ordered
17 to vacate at least by March 14th, but I
18 can't guarantee that. Sometimes court are
19 required to -- generally they're required
20 to order a move out 7 to 10 days after the
21 date of the First Cause Hearing for a writ
22 of restitution, but that doesn't mean they
23 will, and that doesn't mean they won't also
24 grant some kind of continuance so that
25 hearing doesn't take place for another week

1 or two weeks, so I don't know that at this
2 point in time, so I would say to be safe,
3 I'm asking until the end of March.

4 MR. KOUDELA: Okay. Mr. O'Brien,
5 can you please give me a date in the end of
6 March.

7 MR. O'BRIEN: I said the end of
8 March, so, March 31st.

9 MR. KOUDELA: 31st. Okay.

10 MR. O'BRIEN: Yes.

11 MR. KOUDELA: Okay. Would
12 somebody would like to make a motion or,
13 Ms. Langraf, would you like me to do it?

14 MS. LANGRAF: I'll give it a shot.

15 MR. KOUDELA: All right, Ms.
16 Langraf, thank you.

17 MS. LANGRAF: So, the first motion
18 is going to be a motion to grant the appeal
19 of Shoregate Towers NS, LLC, Lemma Getachew
20 and Guenet Indale with regards to Property
21 Maintenance Code violation dated January
22 24th, 2024, Apartment 850 in the East
23 Building for a violation of Property
24 Maintenance Code 309.1 on the basis of
25 reasonableness for time for compliance,

1 okay?

2 So, that means the Appellant is
3 requesting you to grant the appeal on the
4 basis that they were not given sufficient
5 time -- a reasonable amount of time to
6 comply with the notice.

7 MR. YARLETTS: Okay. I second.

8 MR. KOUDELA: Okay. Second.

9 Thank you Mr. Yarletts.

10 MS. LANGRAF: So a vote yes, would
11 be you agree with Shoregate Towers --

12 MR. KOUDELA: Okay.

13 MS. LANGRAF: -- a vote no would
14 mean that the Violation Notice stands as
15 issued.

16 MR. KOUDELA: Okay. Thank you.

17 Can I get a roll call, please.

18 MADAM SECRETARY: Mr. Koudela?

19 MR. KOUDELA: No.

20 MADAM SECRETARY: Mr. Flaisig?

21 MR. FLAISIG: No.

22 MADAM SECRETARY: Mr. Yarletts?

23 MR. YARLETTS: Nay.

24 MADAM SECRETARY: Mr. Hill?

25 MR. HILL: No.

1 MADAM SECRETARY: And Ms. Clarke?

2 MS. CLARKE: No.

3 MS. LANGRAF: The second motion is
4 the motion to grant the appeal of Shoregate
5 Towers NS, LLC, Lemma Getachew and Guenet
6 Indale to the Willoughby Prop -- Willowick
7 Property Maintenance Code violation dated
8 January 24th, 2024, Apartment 850 in the
9 East Building for a violation of Property
10 Maintenance Code 309.1 to grant an
11 extension of time to March 31st, 2024 to
12 comply with the stated notice.

13 MR. YARLETTS: I'll second.

14 MS. LANGRAF: A vote yes means you
15 agree to the extension, a vote no means no
16 extension.

17 MR. KOUDELA: Okay. Thank you.
18 Thank you for the second, Phil.

19 Can I get roll call, please.

20 MADAM SECRETARY: Mr. Koudela?

21 MR. KOUDELA: No.

22 MS. LANGRAF: You need to have
23 somebody make the motion. I am the Law
24 Director, so, somebody makes the motion --

25 MR. KOUDELA: Okay.

1 MS. LANGRAF: -- and then somebody
2 needs to second it.

3 MR. KOUDELA: Okay. Somebody make
4 the first one. Do we need to go back to
5 the first one?

6 MS. LANGRAF: Do you have a first
7 and a second?

8 MADAM SECRETARY: Yes.

9 MR. KOUDELA: Okay. So, we need a
10 first for 24-1 motion one --

11 MS. LANGRAF: Correct.

12 MR. KOUDELA: -- correct?

13 BZA MEMBER: All right. You want
14 to do it, Phil?

15 MR. YARLETTS: Yeah, I'll do it.

16 Mr. Chairman --

17 MR. KOUDELA: Do they have to say
18 the entire thing or just --

19 MS. LANGRAF: You might as well
20 since we don't have a first, yes.

21 MR. KOUDELA: Okay. All right.

22 MR. YARLETTS: Mr. Chairman, I'd
23 like to make a motion in Case 24-1
24 Shoregate Towers of 30901 Lakeshore
25 Boulevard, that we grant an appeal for the

1 maintenance violation -- no, that's not
2 what --

3 MS. LANGRAF: Dated.

4 MR. YARLETTS: The maintenance
5 violation dated 1/24/2024 for Apartment
6 850, Codified Ordinance 1332.05 to 1367.01.

7 MS. LANGRAF: So that's a grant of
8 the appeal on the basis of reasonableness
9 for compliance.

10 MR. KOUDELA: Yes.

11 MS. LANGRAF: So, same applies. A
12 vote yes that you agree with the applicant.
13 A vote no is the maintenance violation
14 stands as this.

15 MR. KOUDELA: Okay.

16 MR. FLAISIG: I will second.

17 MR. KOUDELA: Second. Thank you,
18 Tom.

19 Can I get roll call please, again.

20 MADAM SECRETARY: Mr. Koudela?

21 MR. KOUDELA: No.

22 MADAM SECRETARY: Mr. Flaisig?

23 MR. FLAISIG: No.

24 MADAM SECRETARY: Mr. Yarletts?

25 MR. YARLETTS: No.

1 MADAM SECRETARY: Mr. Hill?

2 MR. HILL: No.

3 MADAM SECRETARY: And Ms. Clarke?

4 MS. CLARKE: No.

5 MS. LANGRAF: Now we need a motion
6 to grant --

7 MR. KOUDELA: Can I get a motion
8 for the Case 24-1, the second for the
9 extension of time to the 31st?

10 MR. YARLETTS: Mr. Chairman, I'd
11 like to make a motion in Case 24-1
12 Shoregate Towers of 30901 Lakeshore
13 Boulevard that we grant the appeal for an
14 extension of time to take care of
15 maintenance violations dated 1/24/2024 in
16 Apartment 850.

17 MS. LANGRAF: Until March --

18 MR. YARLETTS: Until March 31st,
19 2024.

20 MR. KOUDELA: Okay. Can I get a
21 second?

22 MR. HILL: I second.

23 MR. KOUDELA: Mr. Hill, thank you.
24 Roll call.

25 MADAM SECRETARY: Mr. Koudela?

1 MR. KOUDELA: No.

2 MADAM SECRETARY: Mr. Flaisig?

3 MR. FLAISIG: No.

4 MADAM SECRETARY: Mr. Yarletts?

5 MR. YARLETTS: No.

6 MADAM SECRETARY: Mr. Hill?

7 MR. HILL: No.

8 MADAM SECRETARY: And Ms. Clarke?

9 MS. CLARKE: No.

10 MR. KOUDELA: Okay. Mr. O'Brien
11 Case Number 24-1 will go in front of City
12 Council at the next meeting as a
13 recommendation for not to approve the
14 appeals or the extension to March 31st,
15 okay?

16 MR. O'BRIEN: Okay.

17 MR. KOUDELA: So, this brings us
18 to Case Number 24-2. This is an appeal for
19 property 1250 also in the East Building.

20 If you could please go over -- you
21 know, that -- that appeal as well and what
22 you're hoping to gain for that.

23 MR. O'BRIEN: Yes. So attached to
24 our Notice of Appeal, which again is time
25 stamped January 26th, 2024, Exhibit A,

1 There's a property maintenance notice dated
2 January 23rd, 2024, which cites three
3 property maintenance violations with
4 respect to, I believe Unit 1250 in the
5 property.

6 And I'm going to go in backwards
7 order here. The first has to do with roof
8 maintenance or damage. It says property
9 maintenance under Section 304.7 of the
10 Code. The roof and flashing shall be
11 sound, tight, and not have any defects that
12 admit rain. Roof drainage shall be
13 adequate to prevent dampness or
14 deterioration of walls or interior portion
15 of the structure. Gutters and downspouts
16 shall be maintained in good repair and free
17 of obstructions.

18 The violation order or the order
19 of corrections cited states that repair or
20 replace roofing materials above Apartment
21 1250, east master bedroom compliance stage
22 two weeks later on February 6th, 2024.

23 Above that, Section 305.3 of the
24 Code of property maintenance, all
25 structures, which are all -- all interior

1 surfaces, including windows and doors,
2 shall be maintained in good, clean and
3 sanitary condition. Peeling paint, cracked
4 or loose plaster, decayed wood, and other
5 defective surfaces or conditions shall be
6 corrected.

7 The maintenance order states
8 replace all water damaged drywall and
9 ceilings and walls in Apartment 1250 east
10 master bedroom. Compliance date again is
11 February 6th, 2024.

12 Finally, Section 605.1, property
13 maintenance. All electrical equipment,
14 wiring and appliances shall be properly
15 installed and maintained in a safe and
16 approved manner.

17 And the Property Violation Notice
18 says missing electrical faceplate on master
19 bedroom wall receptacle in Apartment 1250
20 East -- I guess it means replace that -- as
21 of a compliance date of February 6th, 2024.

22 Was that done, the receptacle?

23 MS. HARTMAN: I -- I don't know.

24 MR. O'BRIEN: Okay. So, with
25 respect to the -- for the last of the

1 three, fixing the roof and flashing, again,
2 we would submit that under Section No. 7 of
3 the Code that's requiring repair of the
4 roof above, the top floor of the building,
5 in the wintertime at the Shoregate Towers
6 and requiring that to be done within two
7 weeks is unreasonable, so we would ask
8 again, that this Board find that that
9 timeframe is unreasonable under the
10 circumstances.

11 Also, with respect to the second
12 violation, that since you can't fix the
13 drywall problems until the roof has been
14 fixed, that that's also an unreasonable
15 timeframe. And again, we would ask for an
16 extension of time to fix those two issues.
17 I don't know whether or not the faceplate
18 on the one receptacle in Apartment 1250
19 that's been replaced around at this point
20 in time, but that is a di minimis issue,
21 which quite frankly is beyond the scope of
22 the Property Maintenance Code.

23 So, we're talking about electrical
24 systems. We talking about one plastic
25 faceplate that may or may not be required

1 to be replaced. Our contention will be
2 that that is not contemplated by the Code
3 and that should be disregarded entirely.

4 So, my client has contracted with
5 a company to fix the roof above Apartment
6 1250, but they're not able to do so at this
7 point in time because of weather issues.

8 We do have -- and we're going to
9 mark this as Exhibit A for the Board, and
10 I've got more copies, but my client has
11 contracted with Turn Key Property
12 Solutions. We have a invoice dated
13 February 5th, 2024 when the repairs of the
14 roof will be made, but to this point in
15 time, those repairs have not been made
16 because they have not been able to because
17 of the weather concerns to get up there and
18 fix the problems.

19 So, my client will do so, and I
20 believe Step -- and I believe Stephanie,
21 they're going to be out when?

22 MS. HARTMAN: Monday morning.

23 MR. O'BRIEN: Monday morning,
24 weather prevailing, right?

25 MS. HARTMAN: Yes.

1 MR. O'BRIEN: Okay.

2 Have not been able to do so at
3 this point in time, correct?

4 MS. HARTMAN: Correct. Due to the
5 chemicals that they use to fix the roof, it
6 has to be a certain temperature.

7 MR. O'BRIEN: And it's been too
8 cold so far to be able to fix the problem.

9 So, they can't do it if it's too
10 cold?

11 MS. HARTMAN: Rain, snow, and the
12 chemical [unintelligible] --

13 BZA MEMBER: Okay.

14 MR. YARLETTS: So, Mr. O'Brien,
15 quick question.

16 MR. O'BRIEN: Yes.

17 MR. YARLETTS: Has there been any
18 attempt as to a temporary fix, tarp put
19 over? I mean, if I was living in Apartment
20 1250, I don't --

21 MR. O'BRIEN: Yeah.

22 MR. YARLETTS: -- wouldn't
23 appreciate water coming in.

24 MR. O'BRIEN: Do you know how --
25 do you know what the extent of the problem

1 is?

2 MS. HARTMAN: I do not know the
3 extent of it.

4 MR. O'BRIEN: Okay. I believe Mr.
5 Brennan has pictures. They are, I believe
6 small holes in plaster in the ceiling,
7 they're not -- I don't believe water is,
8 you know, running through in channels like
9 a river into the apartment. I think it's a
10 small issue.

11 And for the record, my client is
12 more than happy to allow tenants to move.

13 MS. HARTMAN: I did offer them the
14 chance to move and they denied that.

15 MR. O'BRIEN: So yeah, prop --
16 people, I mean the 12th floor is a nice
17 place because there's nice views --

18 FEMALE SPEAKER: [Unintelligible].

19 MR. O'BRIEN: -- yeah, so, a lot
20 of people like it. If they -- if people
21 want to move or if they want to, you know,
22 get a different apartment because of the
23 problem, Shoregate Towers company allows
24 that, but if they don't want to leave
25 because they don't think it's that big of a

1 problem and it's going to be fixed, you
2 know, they allow you to stay.

3 But the point here, again -- and I
4 don't want to belabor the issue, but the
5 point is that when you have wintertime in
6 Cleveland, Ohio, you know, you can't expect
7 a -- first of all, my client to be able to
8 get a roofing company and then be able to
9 go upstairs, get on top of a building, and
10 fix it when it's cold outside. So, we just
11 ask once again that the Board allow
12 additional time or state that the two weeks
13 that were permitted are unreasonable under
14 the Code to allow such repair, but there
15 has been a contract that has been
16 established for the company and as soon as
17 weather permits, they'll be up there fixing
18 this roof to make sure that there are no
19 more leaks in this apartment, and once that
20 is done, all the drywall will be repaired
21 immediately.

22 Do you have anything you want to
23 say?

24 MS. HARTMAN: I do. So, the only
25 reason why they even called the City for an

1 inspection was they never called me and
2 told me that the leak was there or anything
3 because they owe me over \$6,000. So, when
4 someone owes me that much money, they avoid
5 me. They don't want to see me in the
6 parking lot. So, they do everything to
7 stay away from me. So, the only reason why
8 they -- they called was because I put a
9 Three Day Notice. So --

10 MR. O'BRIEN: Who is the tenant?

11 MS. HARTMAN: Jessica Burton and
12 Mandale Thurman.

13 MR. O'BREIN: Okay. They're being
14 evicted too, correct?

15 MS. HARTMAN: Correct.

16 MR. O'BRIEN: I'm not sure if
17 we've gotten the date back on that one, but
18 --

19 MS. HARTMAN: They called the day
20 that I put the Three Day Notice on.

21 MR. O'BRIEN: But I don't think
22 they -- they're not on the 23rd. I'm sure
23 we got -- we have one eviction date on the
24 23rd of the court, we have another on the
25 fourth, and I haven't finished --

1 MS. HARTMAN: I haven't even --

2 MR. O'BRIEN: I haven't finished
3 looking at the ones that I got from the
4 court date, they sent me emails, so I
5 haven't got all the emails for the fourth
6 yet. I anticipate that eviction will take
7 place on the fourth.

8 MR. KOUDELA: All right. Any
9 questions?

10 BZA MEMBER: I have a number of
11 them. So, Sean, you entered the building
12 on 1/23; is that correct?

13 MR. BRENNAN: Mr. Chairman?

14 MR. KOUDELA: Yes, Mr. Brennan.

15 MR. BRENNAN: Actually, I do have
16 some paperwork in regards to that from a
17 Tenant Complaint Form and I do have some
18 better pictures, so --

19 MR. KOUDELA: I would like to see
20 those, please.

21 MR. BRENNAN: Yeah. If you could
22 just pass those down there.

23 MR. KOUDELA: Thank you.

24 MR. BRENNAN: If you have an extra
25 one we'll give it to...

1 So, I received a complaint from
2 the tenant on 1/23. This is his complaint
3 form that he filled out to me. I think it
4 is reasonable time on there for these
5 repairs to be done.

6 If you read his complaint, it's
7 been the second time. And after I did go
8 to this apartment, I kind of remember Mr.
9 Thurman in the elevator with myself and
10 Justin Clay. This was back, I want to say
11 it's either in August or September of last
12 year. I believe Mr. O'Brien was in there
13 too, in the elevator, and he showed us some
14 pictures of his apartment.

15 So, this is the same apartment.
16 And you'll see in those pictures there that
17 I did take those better pictures toward
18 there -- it's toward the end I put them in
19 color. There was a lot of leaks. You can
20 see that the bedroom ceiling drywall,
21 obviously there was water when we went in
22 there and made that inspection. On the
23 carpet, you can see on the walls -- you've
24 got some black stuff going on in the walls
25 in the corner of the bedroom.

1 Same thing, you can see where
2 waters coming in on these -- on the bedroom
3 walls.

4 It's a couple areas, a few areas
5 throughout that rear bedroom, and also
6 electrical cover plate that is missing on
7 that receptacle. It is a safety hazard.

8 BZA MEMBER: So, the complaint
9 date is 1/23, which I think was a Tuesday.
10 So is that the -- is that the day that --
11 so the date of the complaint was the date
12 that the notice was filed, so that was the
13 date -- I'm sorry, that was the day you did
14 or did not enter?

15 MR. BRENNAN: It was on 1/23 --

16 BZA MEMBER: Okay.

17 MR. BRENNAN: -- I entered that
18 apartment. I also wrote the notice on
19 1/23.

20 BZA MEMBER: Okay.

21 MR. KOUDELA: All right. Mr.
22 Brennan -- I'm sorry.

23 BZA MEMBER: No, go ahead.

24 MR. KOUDELA: The drywall
25 repair -- I'm referring to the picture of

1 the electrical outlet --

2 MR. BRENNAN: Yeah.

3 MR. KOUDELA: -- the vertical
4 repair, is that near the water damage? And
5 whereabouts is that in correlation to the
6 drywall work that needed to be done and the
7 water damage; do you remember?

8 MR. BRENNAN: This area's all
9 over, you know, the wall in there.

10 MR. KOUDELA: Okay.

11 MR. BRENNAN: The one with the
12 electrical I want to say probably the third
13 picture back was kind of like in that area
14 there.

15 MR. KOUDELA: Okay.

16 BZA MEMBER: So, notice date was
17 1/23. And what was the first date that
18 someone was called to come look at the
19 roof?

20 MR. O'BRIEN: Do you know?

21 MS. HARTMAN: I do not know.

22 MR. O'BRIEN: Okay.

23 BZA MEMBER: So --

24 MR. O'BRIEN: Did Mr. Brennan give
25 you this to see -- did he give you this

1 personally?

2 MS. HARTMAN: He did.

3 MR. O'BRIEN: Okay. And that was
4 on the 23rd?

5 MS. HARTMAN: Correct.

6 MR. O'BRIEN: Okay. Did he give
7 you these pictures as well on that date?

8 MS. HARTMAN: Correct.

9 MR. O'BRIEN: Okay. And when did
10 you -- did you have Justin go upstairs and
11 look at this?

12 MS. HARTMAN: Immediately.

13 MR. O'BRIEN: Okay. And why did
14 you hire the roofing company?

15 MS. HARTMAN: To fix the issues.

16 MR. O'BRIEN: Okay. Typically,
17 how long does it take to hire a roofing
18 company to fix issues like that?

19 MS. HARTMAN: It really depends
20 because they -- a lot of roofing companies
21 will not take on such a small job because
22 it's not that big of a job, so they don't
23 want to take on such a small job on a 12
24 story apartment community in the winter.

25 BZA MEMBER: Okay. So again, we

1 don't know when you first called?

2 MS. HARTMAN: I do not know.

3 BZA MEMBER: Okay. How many
4 companies did you call before you settled
5 on Turn Key?

6 MS. HARTMAN: It actually wasn't
7 me that called, it was Alexis.

8 BZA MEMBER: Who's Alexis?

9 MR. O'BRIEN: Alexis Lyons is the
10 regional manager that oversees not only
11 this property, but other properties that
12 are affiliated with Shortgate Towers. The
13 companies that are involved here are
14 Shoregate Towers, they have a complex
15 called Addis View, which is a brand new
16 apartment complex in the City of Cleveland
17 at East 90th and Chester. They also own a
18 company called -- I mean an apartment
19 complex called Midtown Building, which is a
20 recently rehabilitated building that was
21 gutted and rehabbed at 3101 Euclid Avenue.
22 They also own properties -- they have a
23 property that's about to be rehabbed --
24 gutted and rehabbed on Lakeshore Boulevard
25 in the City of Cleveland near Bratenahl,

1 but Alexis oversees sort of all of those
2 endeavors.

3 BZA MEMBER: So, Alexis hired Turn
4 Key?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: We don't know when
7 Alexis contacted them?

8 MS. HARTMAN: I do not.

9 BZA MEMBER: We don't know who
10 else Alexis contacted?

11 MS. HARTMAN: I do not.

12 BZA MEMBER: So we don't know if
13 we asked any roofing companies for
14 temporary repairs and a contract to
15 complete repairs or anything like that?

16 MS. HARTMAN: I do not.

17 BZA MEMBER: In my experience,
18 most roofing companies will come and either
19 temporary patch or tarp, as Mr. Yarletts
20 said, in anticipation of doing the work.

21 We talked about weather, I know
22 we've had quite a stretch of better
23 weather. So, are we looking for better
24 weather than we've had these last two
25 weeks?

1 MS. HARTMAN: I only know what I
2 know, and this is all I've know because
3 Alexis has been dealing with the roofing of
4 this apartment.

5 BZA MEMBER: And no one has gone
6 into the apartment to -- I understand that
7 it's still leaking, but there are
8 preventative measures we can take inside,
9 cut out mold, put a trap that will come
10 from the ceiling, plastic trap down into a
11 bucket, anything to eliminate? So, no
12 attempt has been made to remediate any
13 mold, mildew, falling paint, all of the
14 things that are pictured in Mr. Brennan's
15 pictures?

16 MS. HARTMAN: Again, Alexis has
17 been dealing with that part of the
18 apartment, so...

19 BZA MEMBER: So, we don't have any
20 information on any attempts of anything
21 that we have done to remediate the
22 situation other than we know that Turn Key
23 has an invoice dated nine days ago to do
24 the work.

25 MS. HARTMAN: That's just as much

1 as I know.

2 BZA MEMBER: Okay.

3 MR. KOUDELA: Okay. Any other
4 questions?

5 Okay. So, Mr. O'Brien, what are
6 you asking for? How many days? Do you
7 want to put a date on it? Like the last
8 one?

9 MR. O'BRIEN: What --

10 MR. KOUDELA: Sure, go ahead.

11 MR. O'BRIEN: -- we're doing is we
12 can put the same date on it. It's February
13 in Cleveland, Ohio, I believe we are coming
14 up on a stretch of cold weather right now.
15 As it is snowing today, and I believe it's
16 supposed to be below freezing coming up
17 this weekend, I would anticipate though,
18 even the weather in Cleveland, there should
19 be a day in the next -- in the next let's
20 say four weeks that this should be able to
21 be fixed.

22 So, I would ask for an extension
23 to the middle of March; let's say March
24 15th to complete this repair.

25 BZA MEMBER: And again, so I'm

1 sorry, I want to confirm you are asking for
2 an extension until March 31st with no
3 attempt to temporary repairs in the
4 meantime?

5 MR. O'BRIEN: They will -- they
6 will do whatever -- I think we can have --
7 we can have Justin or another crew go up
8 there and take a look inside the apartment.
9 Again, it's not my understanding that this
10 is water pouring into the unit, these are
11 --

12 BZA MEMBER: Right.

13 MR. O'BRIEN: We can go up there
14 and see what can be done, we can offer to
15 have these tenants relocated or --

16 BZA MEMBER: A reasonable time to
17 relocate someone for roofing repair that
18 is -- I mean, based on these pictures, it's
19 not recent, right? This is not a recent
20 issue that we would want to move someone
21 for --

22 MR. O'BRIEN: And it's not an
23 issue that my client had any knowledge of
24 until Mr. Brennan filed this Violation
25 Notice at the end of January.

1 MR. KOUDELA: Mr. -- sorry.

2 BZA MEMBER: No, I'm good. I'm
3 good.

4 MR. KOUDELA: Mr. Brennan, you,
5 you mentioned August in an elevator?

6 MR. BRENNAN: Yes.

7 MR. KOUDELA: What was that in
8 regards to? Was that the initial complaint
9 that you heard about this event?

10 MR. BRENNAN: Yes, from the
11 tenant.

12 MR. KOUDELA: Okay. So, that was
13 the initial complaint, and, to the best of
14 your knowledge, Shoregate Towers knew about
15 the leaking and the issues in Unit 1250?

16 MR. BRENNAN: Correct.

17 MR. KOUDELA: Okay.

18 MR. O'BRIEN: You said I was
19 present?

20 MR. BRENNAN: Yes, you were.

21 MR. O'BRIEN: I don't recall the
22 conversation, but that's okay --

23 MR. BRENNAN: Nope --

24 MR. O'BRIEN: -- I've got other
25 things on my mind --

1 MR. BRENNAN: -- no, that's okay.

2 MR. O'BRIEN: Yeah.

3 MR. BRENNAN: It was the day that
4 we were doing --

5 MR. O'BRIEN: I remember being
6 there with you.

7 MR. BRENNAN: What's that?

8 MR. O'BRIEN: I remember being
9 there with you and Justin --

10 MR. BRENNAN: Yes, in the
11 elevator.

12 MR. O'BRIEN: -- but I don't
13 recall -- I don't recall anybody saying
14 that they had a problem with the ceiling in
15 their unit.

16 MR. BRENNAN: Danny pulled out his
17 phone and showed you pictures.

18 MR. O'BRIEN: Okay. Yeah.

19 BZA MEMBER: Okay.

20 MR. O'BRIEN: It's not the only
21 time I [unintelligible] people.

22 MS. LANGRAF: Mr. Hill.

23 MR. HILL: Was there any attempt
24 last week -- you said you were waiting for
25 a nice day in the winter. Was there any

1 attempt to get them to come out on either
2 of the 55 degree days last week so they
3 could come out?

4 MS. HARTMAN: So, the gentleman's
5 name is Jesse that works for the company
6 and he came out and he checked to -- like,
7 the spots to see, obviously, so he can give
8 us the grand total of what it would be.
9 So, that's when he gave us this and said
10 what day he would be able to come out.

11 MR. HILL: And he didn't cover it?
12 I mean, you guys were hiring him, I guess,
13 so, he didn't try covering it, trying to --

14 MS. HARTMAN: That's as far as I
15 know, I am so sorry.

16 MR. HILL: -- secure the area.

17 MR. KOUDELA: But he was able to
18 gain access to the roof?

19 MS. HARTMAN: Justin gave him
20 access to the roof.

21 MR. KOUDELA: So, Justin can gain
22 access to that one?

23 MS. HARTMAN: I don't know if he
24 went in the unit, I just know that he was
25 able to go up to the roof.

1 MR. KOUDELA: Okay.

2 MR. O'BRIEN: You don't know if
3 he's a salesman or a repairman, do you?

4 MS. HARTMAN: Jesse?

5 MR. O'BRIEN: Yeah.

6 MS. HARTMAN: He is a repairman.

7 MR. O'BRIEN: Okay. All right.

8 MR. KOUDELA: Anything else?

9 Okay. So Ms. Langraf, is this the
10 same --

11 MS. LANGRAF: Hold on a second.
12 Do you have anything else to add?

13 MR. O'BRIEN: No. I said my --
14 essentially my same arguments would be the
15 same for the two motions.

16 MS. LANGRAF: Okay. So, you are
17 asking for a general appeal of all of the
18 cited violations, right?

19 MR. O'BRIEN: Yeah. So, the first
20 motion would be that -- that all the -- the
21 violation notices are --

22 MS. LANGRAF: Just a general
23 appeal that --

24 MR. O'BRIEN: -- a general appeal
25 saying that they are not consistent with

1 the Code -

2 MS. LANGRAF: Okay.

3 MR. O'BRIEN: -- and therefore
4 they should be disregarded by this Board --

5 MS. LANGRAF: And then the --

6 MR. O'BRIEN: -- there should be
7 an additional amount of time to make the
8 repairs until March 15th, because the
9 amount of time on the circumstances is
10 unreasonable. So, we're asking for March
11 15th to complete these repairs, fix
12 everything within his suite.

13 MS. LANGRAF: Okay.

14 MR. KOUDELA: And actually, Ms.
15 Langraf, did Mr. O'Brien, I thought you
16 said that number one, the missing
17 electrical outlet wasn't a big deal --

18 MR. O'BRIEN: I believe that's the
19 --

20 MR. KOUDELA: You weren't here for
21 that, that was your first statement.

22 MR. O'BRIEN: I believe that was a
23 maintenance issue, but that's covered in
24 the first part of the [unintelligible].

25 MS. LANGRAF: It would be covered

1 in the extension as well, is that what
2 you're asking for as well?

3 MR. O'BRIEN: It can be fixed
4 tomorrow. I mean, if it's not -- it'll be
5 fixed.

6 MS. LANGRAF: All right. So, it's
7 going to be a general appeal of all of the
8 Property Maintenance Code violations
9 referenced in January 21st, 2024 citation,
10 so, you'll vote on that.

11 And then the second motion would
12 be for an appeal on the Applicant's request
13 for an extension of time.

14 MR. KOUDELA: To March 15th,
15 correct?

16 MS. LANGRAF: To March 15th to
17 repair the stated violations.

18 BZA MEMBER: Is this going to be
19 five motions?

20 MS. LANGRAF: Two motions.

21 BZA MEMBER: One motion for
22 general appeal of all three --

23 MS. LANGRAF: Just -- one second.
24 It's one Property Maintenance Notice, and
25 the first is going to be an appeal just

1 generally that -- that the Applicant
2 believes the Property Maintenance Code is
3 not appropriately applied and there's a
4 violation, and then secondly, that they
5 want to extension of time.

6 BZA MEMBER: Got it.

7 MR. KOUDELA: Okay. Would
8 somebody like to make a motion in Case
9 Number 24-2?

10 BZA MEMBER: Mr. Chairman? I'd
11 like to make a motion in Case 24-2. This
12 is Shoregate Towers, NS, LLC, Lemma
13 Getachew and Guenet Indale 30901 Lakeshore
14 Boulevard, seeking to grant an appeal of
15 again the aforementioned, Shoregate Towers
16 NS, LLC, Lemma Getachew and Guenet Indale,
17 for the violation dated 1/23/24 in
18 Apartment 1250 of the East Building
19 according to Property Code 605.1, 305.3,
20 and 304.7.

21 MR. KOUDELA: Okay. Thank you.
22 Can I get a second, please?

23 MS. CLARKE: I second.

24 MR. KOUDELA: Ms. Clark, thank
25 you.

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Roll call?

MADAM SECRETARY: Mr. Koudela?

MR. KOUDELA: No.

MADAM SECRETARY: Mr. Flaisig?

MR. FLAISIG: No.

MADAM SECRETARY: Mr. Yarletts?

MR. YARLETTS: No.

MADAM SECRETARY: Mr. Hill?

MR. HILL: No.

MADAM SECRETARY: Ms. Clarke?

MS. CLARKE: No.

MR. KOUDELA: Okay. Can I get a
-- does someone want to make a motion for
the second extension of March 15th, please?

BZA MEMBER: Mr. Chairman, I'd
like to make a motion in Case 24-2
Shoregate Towers NS, LLC, Lemma Getachew
and Guenet Indale at 30901 Lakeshore
Boulevard, seeking an -- seeking to grant
an appeal of, again, Shoregate Towers, NS,
LLC, Lemma Getachew and Guenet Indale to
the violation dated 1/23/24. This is for
Apartment 1250 East Building with Property
Management Code 605.1, 305.3, 304.7,
seeking to extend the compliance date to

1 March 15th of 2024.

2 MR. KOUDELA: Okay. Thank you.

3 Can I get a second?

4 MR. YARLETTS: I'll second.

5 MR. KOUDELA: Thank you, Mr.

6 Yarletts.

7 And roll call.

8 MADAM SECRETARY: Mr. Koudela?

9 MR. KOUDELA: No.

10 MADAM SECRETARY: Mr. Flaisig?

11 MR. FLAISIG: No.

12 MADAM SECRETARY: Mr. Yarletts?

13 MR. YARLETTS: No.

14 MADAM SECRETARY: Mr. Hill?

15 MR. HILL: No.

16 MADAM SECRETARY: Ms. Clarke?

17 MS. CLARKE: No.

18 MR. KOUDELA: Okay. Mr. O'Brien

19 Board of Zoning Appeals is going to
20 recommend that at the next council meeting
21 to deny both of your appeals for 24-2.

22 MR. O'BRIEN: Okay.

23 MR. KOUDELA: I'd recommend you go
24 that council meeting as well, all right?

25 MR. O'BRIEN: And we -- we'll get

1 notice of this today?

2 MS. LANGRAF: A written notice of
3 the meeting?

4 MR. O'BRIEN: Of this -- of a
5 written notice of the Board

6 MS. LANGRAF: A what?

7 MR. O'BRIEN: We'll receive a
8 written notice of this Board.

9 MS. LANGRAF: A written notice of
10 this Board of what?

11 MR. O'BRIEN: About the issues of
12 [unintelligible].

13 MS. LANGRAF: He's going to type
14 them up.

15 MR. O'BRIEN: Yeah. And it'll be
16 mailed to me?

17 MS. LANGRAF: Sure.

18 MR. O'BRIEN: Or emailed to me?

19 MS. LANGRAF: Sure.

20 MR. O'BRIEN: Thanks. All right.
21 Thank you.

22 MR. KOUDELA: All right. Thank
23 you.

24 Okay. Any old business we need to
25 discuss?

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BZA MEMBER: No.

MR. KOUDELA: Any new business?

All right. Someone want to make a motion to adjourn?

MR. YARLETTS: Mr. Chairman, I'd like to make a motion to adjourn.

MR. KOUDELA: Can I get a second?

MR. HILL: Second.

MR. KOUDELA: Thank you, Mr. Hill.

Roll call.

MADAM SECRETARY: Mr. Koudela?

MR. KOUDELA: Aye.

MADAM SECRETARY: Mr. Flaisig?

MR. FLAISIG: Aye.

MADAM SECRETARY: Mr. Yarletts?

MR. YARLETTS: Aye.

MADAM SECRETARY: Mr. Hill?

MR. HILL: Aye.

MADAM SECRETARY: Ms. Clarke?

MS. CLARKE: Aye.

MR. KOUDELA: Okay. Meeting adjourned at 8:46. Thank you.

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C E R T I F I C A T E

I, Brian Kuebler, a Notary Public within
and for the State of Ohio, do hereby certify that
I attended the foregoing meeting in its entirety,
that I wrote the same in stenotypy, and that this
is a true and correct transcript of my
computer-aided notes.

IN WITNESS WHEREOF, I have hereunto set my
hand and seal of office, at Cleveland, Ohio, this
11 day of MARCH A.D. 2024.

Brian Kuebler - Electronic Signature

Brian Kuebler, Notary Public, State of Ohio
My commission expires June 12, 2027

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WILLOWICK BOARD OF ZONING APPEALS

ON WEDNESDAY, FEBRUARY 14, 2024,
COMMENCING AT 7:30 P.M.

- BOARD MEMBERS: NICK KOUDELA
RICH HILL
TOM FLAISIG
PHIL YARLETTS
DEBBIE CLARKE
- ALSO PRESENT: STEPHANIE LANGRAF, ESQ.
- MADAM SECRETARY: CHRISTINE MORGAN
- TRANSCRIBED BY: BRIAN KUEBLER

1 MR. KOUDELA: Let's stand and do
2 the pledge, please.
3 - - - -
4 (Thereupon, the Pledge of Allegiance was recited
5 by all.)
6 - - - -
7 MR. KOUDELA: Okay. Can we get a
8 roll call, please.
9 MADAM SECRETARY: Mr. Koudela?
10 MR. KOUDELA: Here.
11 MADAM SECRETARY: Mr. Flaisig?
12 MR. FLAISIG: Here.
13 MADAM SECRETARY: Mr. Yarletts?
14 MR. YARLETTS: Aye. Here.
15 MADAM SECRETARY: Mr. Hill?
16 MR. HILL: Here.
17 MADAM SECRETARY: And Ms. Clarke?
18 MR. KOUDELA: Okay. Thank you.
19 Somebody make a motion to approve the
20 December 13th meeting minutes, please.
21 MR. YARLETTS: Mr. Chairman, I
22 would like to make a motion that we approve
23 the December 13th, 2023 minutes as stated.
24 MR. KOUDELA: Can I get a second?
25 MR. HILL: Second.

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MS. CLARKE: Second.
MR. KOUDELA: Thank you, Mr. Hill.
Roll call, please.
MADAM SECRETARY: Mr. Koudela?
MR. KOUDELA: Aye.
MADAM SECRETARY: Mr. Flaisig?
MR. FLAISIG: Aye.
MADAM SECRETARY: Mr. Yarletts?
MR. YARLETTS: Aye.
MADAM SECRETARY: Mr. Hill?
MR. HILL: Aye.
MADAM SECRETARY: And, Ms. Clarke?
MS. CLARKE: Aye.
MR. KOUDELA: Okay. Before us
tonight we have two cases. If I can have
anybody that's here for or against, I'd
like to swear you in. If you can raise
your right hand please, anyone who's going
to be speaking here today.
MR. O'BRIEN: My name's Mark
O'Brien with me here today --
MR. KOUDELA: Can you just please
raise your right hand? Do you, do you
swear to tell the truth during these
proceedings here today?

1 MR. O'BRIEN: Yes.
2 MS. HARTMAN: Stephanie Hartman.
3 I swear to tell the truth.
4 MR. KOUDELA: Okay. Thank you.
5 MS. LANGRAF: Also, if the Housing
6 Inspector's going to testify at one time,
7 why don't we just swear him in too.
8 MR. BRENNAN: I swear to tell the
9 truth.
10 MR. KOUDELA: Swear to tell the
11 truth during these proceedings here today?
12 MR. BRENNAN: Yes.
13 MR. KOUDELA: Thank you. Okay.
14 Case No. 24-1 is an appeal of Shoregate
15 Towers.
16 If you could state your name and
17 address for the record, please.
18 MR. O'BRIEN: Hi, my name is Mark
19 O'Brien. I'm attorney at law in the State
20 of Ohio. My address is 12434 Cedar Road,
21 Suite 11, Cleveland Heights, Ohio 44106.
22 And I'm the attorney on behalf of Lemma
23 Getachew, Guenet Indale, and Shoregate
24 Towers NS, LLC.
25 MR. KOUDELA: Okay.

1 MR. O'BRIEN: Okay.
 2 BZA MEMBER: So, first one --
 3 first one we're going to discuss is Case
 4 No. 24-1. This is in regards to a
 5 maintenance violation dated 1/24/24,
 6 Apartment 850 East Building.
 7 If you could just kind of state
 8 your reasoning what we're here for today.
 9 MR. O'BRIEN: So, we are here
 10 today because Mr. Brennan filed -- or
 11 served upon our clients a Notice of
 12 Violations titled a Property Maintenance
 13 Notice with respect to the International
 14 Property Maintenance Code Section 309.1 in
 15 which it states all structures shall be
 16 kept free from insect and rodent
 17 infestation. All structures in which
 18 insect or rodents are found shall be
 19 promptly exterminated by approved process
 20 that will not be injurious to human health.
 21 Mr. Brennan then ordered in his
 22 violation notice that the tenant -- that
 23 the property owner shall properly
 24 exterminate all insects and roaches
 25 throughout Apartment No. 850 East Building

1 and submit copies of reports and invoices,
 2 his compliance date, as stated in the
 3 notice, was January 29th or a five-day
 4 thereafter. My client contends that, first
 5 of all, that such compliance date is not
 6 possible, that it's unreasonable under the
 7 Property Maintenance Code to request that
 8 somebody exterminate any insects or they're
 9 filed with the code within such time.
 10 Section 107 of the Code
 11 specifically states that any notice that's
 12 given by the building official shall
 13 require not only that it be in writing,
 14 provide a description of real estate,
 15 include statement of violation, and why the
 16 notice is being issued, and also include a
 17 correction order, allowing a reasonable
 18 time to make repairs and improvements
 19 required to bring the dwelling, unit, or
 20 structure into compliance with provision to
 21 the Code.
 22 It is our contention that allowing
 23 only five days to bring the structure into
 24 compliance with the Code is unreasonable
 25 and therefore violative of the 2015

1 Property Maintenance Code.
 2 My client's representative who is
 3 here to testify with me today will state
 4 that they attempted to ameliorate the
 5 problem, but they were unable to do so
 6 because they could not gain admittance to
 7 the property.
 8 That when they went with their --
 9 with the property's pest control company,
 10 that they attempted to gain entry and the
 11 -- the tenant who lived there would not
 12 allow them entry.
 13 They tried to key in and the
 14 tenant who was there in the apartment had
 15 barred the chain on the door. They had
 16 prevented them from any entrance. They
 17 would not let them in and would not let
 18 them provide treatment for the infestation.
 19 With me today is Stephanie
 20 Hartman.
 21 Stephanie, can you step up to the
 22 podium.
 23 MS. HARTMAN: Yes. Hello.
 24 MR. KOUDELA: Can you say your
 25 name and address for the record, please.

1 MS. HARTMAN: Do you want my home
 2 address?
 3 MR. O'BRIEN: Just Shoregate
 4 Towers.
 5 MR. KOUDELA: Just Shoregate
 6 Towers is fine.
 7 MS. HARTMAN: Stephanie Hartman,
 8 30901, Lakeshore Boulevard, Willowick, Ohio
 9 44095.
 10 MS. CLARKE: And what's your
 11 affiliation with Shoregate Towers?
 12 MS. HARTMAN: I'm the property
 13 manager.
 14 - - - -
 15 EXAMINATION OF STEPHANIE HARTMAN
 16 BY MR. O'BRIEN:
 17 Q. And how long have you been the property manager
 18 for Shoregate?
 19 A. August of 2023.
 20 Q. And you're the onsite property manager, right?
 21 A. Yes, correct.
 22 Q. What are your duties as the onsite property
 23 manager?
 24 A. To manage the property.
 25 Q. Okay. And what do you mean by "manage th

1 property"?

2 A. I have to look over all -- every little aspect of

3 it. Leasing, making sure my maintenance guys are

4 doing what they're supposed to be doing, making

5 sure this company is doing what they're supposed

6 to be doing, which is the pest control.

7 Q. Okay. And did you receive the Property

8 Maintenance Violation Notice that we're on here

9 today? I'll show you a copy of it. It's a

10 Property Maintenance Violation Notice dated

11 January 24th, 2024.

12 Are you familiar with this notice?

13 A. Yes.

14 Q. Okay. And this is a notice which is attached,

15 Exhibit B, to our Notice of Appeal; is that

16 correct?

17 A. Correct.

18 Q. Okay. Do you remember this notice?

19 A. I do.

20 Q. Okay. What action did you take when you got this

21 notice?

22 A. I went with the pest control company to the unit.

23 And I videoed to make sure, because he said he

24 could not gain entry, so I said, I'm going to go

25 with you because I have to make sure that I can

1 Q. Okay.

2 A. -- so, they were in the unit.

3 Q. Okay. And you're the one who took this video?

4 A. I did.

5 Q. Okay. So why were you there with him?

6 A. To prove that they refused anybody to go into the

7 unit.

8 Q. Okay. And by refusing you mean they have the

9 security lock bar from the inside?

10 A. Yes.

11 Q. Okay. And so, you knocked, announced yourselves,

12 they would not let you in?

13 A. Correct.

14 Q. And this is what day?

15 A. Is it okay if I look on my phone to see what it

16 is?

17 Q. Yes.

18 A. Okay. I believe I sent it to you the exact same

19 day. This was January 26th at 2:34 P.M.

20 Q. Okay. So, that's two days after you got the

21 notice, right?

22 A. Correct.

23 Q. And Sean, you referred to Sean, he's the

24 gentleman in the video who looked -- do you know

25 his last name?

1 prove it. And I videoed the fact that they would

2 not allow him in. He tried to key in and they

3 had the lock on, so...

4 Q. Okay. I'm going to play a copy of the video for

5 you first.

6 A. Okay.

7 Q. First of all, do you recognize this door front --

8 A. I do.

9 Q. -- in the video?

10 Okay. We'll play this for you first and then

11 for the Board.

12 - - - -

13 (Thereupon, video played.)

14 - - - -

15 Q. First of all, can you tell me what's happening

16 here.

17 A. This is Sean trying to get into the unit and it's

18 locked.

19 Q. And what does he do?

20 A. He tries to key into the unit.

21 Q. After knocking the door, right?

22 A. After he knocks.

23 Q. Was he able to gain entrance?

24 A. He was not able to gain entrance because they had

25 the little hotel lock on --

1 A. I don't.

2 Q. Sean Ford, does that sound familiar?

3 A. Yes.

4 Q. Okay. And he works for whom?

5 A. I can't say the company, Elrich [sic] --

6 Q. Ehrlich Pest Control.

7 A. -- Ehrlich.

8 Q. A division of Rentokil.

9 A. Yes.

10 Q. Most aptly named company in the world.

11 And Sean comes how often?

12 A. Every Friday.

13 Q. Okay. And what does he do every Friday?

14 A. He does 18 units and he does the outside of the

15 unit or outside of the building. He also does

16 the inside. He does the common areas. He does

17 garbage chutes and --

18 Q. But if you have some units that require

19 attention, he does those units?

20 A. Yes.

21 Q. And that's 18 units, right?

22 A. 18 units.

23 Q. So, he came on the 26th of January?

24 A. He did. It was a Friday.

25 Q. Okay. Which is two days after you got the

1 notice, right?
 2 A. Correct.
 3 Q. And you attempted to have him treat the unit?
 4 A. Correct.
 5 Q. But were unsuccessful?
 6 A. Exactly.
 7 Q. And why were you unsuccessful?
 8 A. They refused to let us in.
 9 MR. O'BRIEN: I'll play this for
 10 the Board then. I've got a copy for you as
 11 well. I'll stand here if that's okay.
 12 Can everybody see this?
 13 MS. LANGRAF: Do you have a copy
 14 for the Clerk?
 15 MR. O'BRIEN: We have a copy, but
 16 I'll just play it one time for everybody.
 17 - - - -
 18 (Thereupon, video played.)
 19 - - - -
 20 MR. KOUDELA: Okay. Mr. O'Brien,
 21 if you're -- if you're ready, back to my
 22 initial question. What are we doing here
 23 today? What are you --
 24 MR. O'BRIEN: We are into --
 25 MR. KOUDELA: -- looking to do?

1 MR. O'BRIEN: We are here today
 2 because we would like the Board to agree
 3 with us that the Violation Notice does not
 4 comply with the 2015 Property Maintenance
 5 Code because it does not provide an
 6 adequate amount of time under the
 7 circumstances to address the issue and
 8 bring the property into compliance.
 9 Again, 2015 Property Maintenance
 10 Code, which is incorporated into the
 11 Codified Ordinances of the City of
 12 Willowick by Section 1367.01 thereof
 13 requires that adequate notice be given, and
 14 that the landlord be given or the property
 15 owner be given an adequate amount of time,
 16 not only to correct the violation, but to
 17 bring the property back into compliance
 18 with the provisions of the Code.
 19 And we submit to you -- we contend
 20 that a Property Maintenance Violation of
 21 the notice that only gives five days to
 22 bring the property into compliance, which
 23 means to exterminate all pests under the
 24 Property Maintenance Code section, which in
 25 this case is 309.1 does not give adequate

1 amount of time.
 2 So, we are asking the City to
 3 amend, at the very least, the Violation
 4 Notice to allow my client enough time to
 5 bring the property back into the
 6 compliance, which would include then, you
 7 know, giving them enough time to get the
 8 tenant who will not let them in, to let
 9 them in to perform what needs to be
 10 performed, which is infestation this
 11 instance.
 12 MR. KOUDELA: Okay.
 13 MR. O'BRIEN: Thank you.
 14 MR. FLAISIG: Mr. O'Brien, is that
 15 tenant still occupying Apartment 850?
 16 MS. HARTMAN: She is currently
 17 under eviction, so I'm just waiting on that
 18 timeframe.
 19 MR. O'BRIEN: Yeah, We filed an
 20 eviction case in the Willoughby Municipal
 21 Court. This is one of the Section 8
 22 tenants from the Lake Municipal Housing
 23 Authority.
 24 Lake Municipal Housing Authority
 25 has terminated their contracts with

1 Shoregate Towers. Those units -- those
 2 tenants who have failed to vacate their
 3 units and find new housing and who are not
 4 paying their rent, are now being evicted
 5 for non payment of rent.
 6 And this unit should be -- I
 7 believe we're scheduled on this case to go
 8 before the Willoughby Municipal Court on
 9 March 4th, which means that we anticipate
 10 getting a judgement on that date, which
 11 means by the middle of March this tenant
 12 should have vacated.
 13 So, we would ask that you give
 14 us -- and since they won't let us gain
 15 entry to the unit, since they're barring
 16 the door and not answering and not letting
 17 us in, we ask that you give us at least
 18 until a few days after that date, until say
 19 March 20th, to go and treat for roaches and
 20 to fix whatever problems are in the unit.
 21 MR. KOUDELA: Okay.
 22 MR. O'BRIEN: And I have here a
 23 thumb drive, it contains the video. So, if
 24 I can submit it, the material to the Clerk
 25 MR. KOUDELA: Yep.

1 MR. O'BRIEN: Thank you.
 2 MR. FLAISIG: Now do you have
 3 video of your attempts on February 2nd and
 4 February 9th, the two Fridays after your
 5 26th attempt of attempting to gain access
 6 to the property?
 7 MR. O'BRIEN: I have not
 8 [unintelligible] no, but -- will this
 9 tenant allow you to gain entry to that
 10 unit?
 11 MS. HARTMAN: No, they will not
 12 answer any phone calls, they will not
 13 answer any messages. They want nothing to
 14 do with me.
 15 MR. O'BRIEN: The point is just
 16 that the Property Maintenance Code states
 17 that notice shall be given and that the
 18 notice shall include a reasonable time in
 19 which to ameliorate the problem and to
 20 bring the property back into compliance.
 21 The Code also requires -- or also
 22 states that not just the building owner or
 23 the property owner, but also the occupant
 24 of the unit, you know, can be cited for
 25 such -- for any [unintelligible] under the

1 Code. And in this case, the occupant
 2 wasn't cited, but only the property.
 3 MS. CLARKE: Mr. O'Brien, I just
 4 have a couple questions.
 5 MR. O'BRIEN: Yeah.
 6 MS. LANGRAF: : So, on the 24th
 7 you got a notice that you needed to
 8 promptly exterminate insects and roaches
 9 throughout Apartment 850 in the East
 10 Building, right? Your tenant did? Your
 11 client?
 12 MR. O'BRIEN: My client received
 13 that, yes.
 14 MS. LANGRAF: : Okay. And then
 15 that video, it said she went there on the
 16 26th; is that right?
 17 MR. O'BRIEN: So, it was the 26th?
 18 MS. HARTMAN: Let me confirm in my
 19 cellphone because that's the day that I
 20 sent it to you, so --
 21 MR. O'BRIEN: I confirmed that you
 22 sent me the video on January 26th at 2:34
 23 P.M.
 24 MS. LANGRAF: : Okay.
 25 MR. O'BRIEN: And Sean Ford is the

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1 technician for Ehrlich Pest Control th
 2 could -- that has been coming, I don't
 3 know, probably a couple years, before your
 4 time --
 5 MS. HARTMAN: Yeah.
 6 MR. O'BRIEN: -- to perform pest
 7 control maintenance at the property every
 8 Friday.
 9 MS. LANGRAF: : Sure.
 10 MR. O'BRIEN: And so, they -- they
 11 have a contract that says that Ehrlich will
 12 -- will -- will treat not just common areas
 13 in the building, but they'll also treat a
 14 number of units every Friday, that's 18
 15 units.
 16 So, if Stephanie tells them that
 17 we need these units treated, they will go
 18 treat them.
 19 MS. LANGRAF: : Okay. So, on the
 20 24th, you got a notice from the City that
 21 there was an issue in Apartment 850. Do
 22 you know if that apartment was already
 23 scheduled with Sean that day or did you
 24 tell them to go there?
 25 MS. HARTMAN: I'm sorry, repeat

1 the question. Because it would've been for
 2 sure the 26th. I'm sorry, I was just
 3 looking at the date because the date is the
 4 -- is a Friday.
 5 MS. LANGRAF: : Was that apartment
 6 scheduled for the pest control on the 26th
 7 or did you add that onto the -- to the --
 8 MS. HARTMAN: I added that on --
 9 MS. LANGRAF: -- [unintelligible].
 10 Okay.
 11 MS. HARTMAN: -- yeah.
 12 MS. LANGRAF: : So, the compliance
 13 date was January 29th, but you were at the
 14 apartment with pest control on the 26th.
 15 MS. HARTMAN: Correct.
 16 MS. LANGRAF: : And you're here
 17 today saying that the 29th was not a
 18 reasonable amount of time to get pest
 19 control to the apartment?
 20 MS. HARTMAN: They refused entry.
 21 MS. LANGRAF: : And then your
 22 appeal was filed on the 26th as well?
 23 MR. O'BRIEN: I filed -- I think I
 24 brought the appeal -- I brought the appeal
 25 in on the 29th.

1 MS. LANGRAF: : 29th. But you
 2 served it on the City on the --
 3 MR. O'BRIEN: And for some reason
 4 it says received on the 26th.
 5 MS. LANGRAF: : Yeah.
 6 MR. O'BRIEN: And I know because
 7 when I arrived I saw Mr. Brennan at the
 8 window, and I was given -- or no, no,
 9 that's not right. I came, I brought it in
 10 the 26th, and then I was told to come back
 11 on the 29th. So yes, I filed this on the
 12 26th.
 13 MS. LANGRAF: : Okay.
 14 MR. BRENNAN: Mr. Chairman --
 15 MR. KOUDELA: Yes.
 16 MR. BRENNAN: -- I believe this
 17 was a Friday.
 18 MR. O'BRIEN: Yeah, so I came in
 19 on a Friday.
 20 MR. BRENNAN: Yeah, it was on a
 21 Friday, and I don't know exactly what the
 22 date was on that Friday.
 23 MR. O'BRIEN: That was the 26th.
 24 It was the 26th, and then Sean said the
 25 secretary wasn't there, and then I get

1 called and I got called and I came back on
 2 the 29th and gave him the check, and I got
 3 -- and then received the paperwork on that
 4 date. But yes, I was there on the 26th
 5 because if we believe that a Violation
 6 Notice did not comply with the Code, that
 7 we have 20 days then to -- under the
 8 Code -- to file an appeal with this Board.
 9 And I didn't believe that at that
 10 time -- that giving five days' notice to
 11 eradicate all pests in one apartment is
 12 reasonable. I also -- I mean, you know, I
 13 also believe that -- and not that the Board
 14 cares about this, you might care about
 15 this -- I also think that, you know, that
 16 the ordinance itself is violative to a
 17 substantive due process because it doesn't
 18 provide, you know, reasonable time to
 19 comply necessarily, because the definition
 20 of infestation under this -- under this
 21 Property Maintenance Code means even one
 22 insect or one rodent, so I don't know how
 23 anybody could ever comply with the Code
 24 when it says that even one bug is an
 25 infestation. And it's impossible in a 403

1 unit, two-tower apartment building to
 2 have one bug in the unit.
 3 And I know you would understand
 4 what substitute process is, I don't think
 5 necessarily the Board does, but I don't
 6 think that the Code complies with due
 7 process in that regard because I think it's
 8 impossible not to have one bug in an entire
 9 apartment complex of this size.
 10 MS. LANGRAF: : So as of today,
 11 you haven't been able to get into the
 12 apartment?
 13 MS. HARTMAN: I have not.
 14 MS. LANGRAF: : So, you're asking
 15 for -- until March, what? 20th?
 16 MR. O'BRIEN: We anticipate that
 17 on March 4th, barring anybody, you know,
 18 entering an appearance on behalf of the
 19 tenant and asking for an extension or
 20 anything, we anticipate that this person
 21 will be -- will -- that my client will
 22 receive a writ of restitution allowing 7 to
 23 10 days for the person to get out as of
 24 March 4th.
 25 So I would anticipate that by the

1 middle of March this person should have
 2 been removed from the property and they can
 3 get in -- problems for the towers is that
 4 there are numerous tenants -- there are
 5 numerous tenants who are very good tenants
 6 and there are numerous tenants who were
 7 very bad tenants and they're in the process
 8 of evicting -- evicting all the very bad
 9 tenants. The ones who do not comply with
 10 their obligations under Ohio Landlord
 11 Tenant Acts to keep their property clean.
 12 And also under this Property Maintenance
 13 Code, tenants are required to keep their
 14 property clean, to do things like not allow
 15 bugs or roaches to come in, to remove their
 16 garbage, to clean their apartment. There
 17 are some people who do not. There are some
 18 people who, you know, are very bad tenants
 19 and allow filth to accumulate in their
 20 apartments, which attracts, you know,
 21 pests.
 22 So, you know, when you've got
 23 tenants like that, and those tenants will
 24 not allow management access to the property
 25 to allow them to ameliorate the problem

1 that the tenants themselves are creating,
 2 it's very difficult to try to fix the
 3 problem.
 4 And so, although Stephanie tries
 5 very hard to do that, sometimes she's not
 6 allowed to do it because the people just
 7 won't let her in.
 8 So, we just ask you to give us
 9 additional time to allow the problem to be
 10 fixed -- I would say, you know, 10th of
 11 March. So, we would like you to amend the
 12 Violation Notice to give us additional time
 13 and fix the problem.
 14 MR. FLAISIG: Now, at the time of
 15 the attempt to get into the Apartment 850,
 16 was the common areas like the hallway,
 17 stairwell, were those sprayed?
 18 MS. HARTMAN: Yes.
 19 MR. FLAISIG: So basically, trying
 20 to contain them --
 21 MS. HARTMAN: Yes.
 22 MR. FLAISIG: -- In the apartment?
 23 MS. HARTMAN: Uh-huh.
 24 UNIDENTIFIED VOICE: And does Sean
 25 -- he -- but when he does get in, he'll

1 spray the doorways, right?
 2 MS. HARTMAN: He -- he sprays,
 3 sorry. He will spray the doorway and he
 4 will spray throughout the hallway and the
 5 door frame.
 6 MR. HILL: You keep mentioning
 7 this -- the name Sean. Now does he do --
 8 does he do this by himself or does he have
 9 a crew?
 10 MR. O'BRIEN: No, he works for a
 11 company called Ehrlich Pest Control.
 12 MR. HILL: But when he -- you say
 13 he comes every Friday.
 14 MR. O'BRIEN: He is the technician
 15 that comes every Friday --
 16 MR. HILL: By himself?
 17 MR. O'BRIEN: By himself that does
 18 these two buildings.
 19 MR. HILL: So, you're talking
 20 about keeping pest control down, how does
 21 one person -- that's 27 weeks to do -- to
 22 do every unit from one person. How is that
 23 manageable?
 24 MR. O'BRIEN: If there's an issue,
 25 I mean, not every apartment has an issue.

1 There are many people at Shoregate
 2 who are very happy there to keep their
 3 apartments clean. They don't have issues
 4 with pests, but we also -- there're also
 5 two other companies too. There's a company
 6 called Porch's Pest Control, which also
 7 performs -- pest controls the property.
 8 There's also --
 9 MS. HARTMAN: [Unintelligible].
 10 MR. O'BRIEN -- what? And there's
 11 also T&L, Tillman, which also does other
 12 pest control. So there are actually three
 13 companies that are performing pest control
 14 services at the property, not just Ehrlich.
 15 Ehrlich has the biggest contract.
 16 They are the one that was tasked with
 17 treating for bugs and rodents throughout
 18 the property, common areas, exteriors, and
 19 a limited number of apartments every week.
 20 BY MR. O'BRIEN
 21 Q. But how many -- how many times do you think -- do
 22 you think, like, do you treat 18 units every
 23 week?
 24 A. We treat 18 units. If we have someone that has
 25 like a bedbug issue, then we treat about 16

1 because the bedbug issue takes close to an
 2 hour-and-a-half, so it's like one to two less.
 3 MS. CLARKE: So, was any further
 4 attempt made to enter the apartment and
 5 treat it or --
 6 MS. HARTMAN: Sean has tried to go
 7 two other times and they just refused any
 8 service. He has not tried to key in, but
 9 he has knocked.
 10 MS. CLARKE: So, the people don't
 11 ever leave like their apartment, like you
 12 can't --
 13 MS. HARTMAN: I don't know.
 14 MR. O'BRIEN: I mean, he comes
 15 every Friday, you know.
 16 The point -- our point is that,
 17 you know, there has to be a reasonable
 18 opportunity to not only fix the problem,
 19 but bring the property back into
 20 compliance, and, you know, we, Shoregate
 21 Towers has contracted with different pest
 22 control companies, the problem is that they
 23 can't be there every day all day long, and
 24 although --
 25 BY MR. O'BRIEN

1 Q. Steph, do you make attempt to contact these
 2 people so that we can get in?
 3 A. I do.
 4 MS. HARTMAN: Am I allowed to say
 5 something?
 6 MR. O'BRIEN: Yeah, go ahead.
 7 MS. HARTMAN: Okay. So, they --
 8 actually the children in that unit have
 9 been writing all kinds of vulgar things on
 10 the walls as well. So, they refuse to make
 11 any contact with me because they're writing
 12 the "N" word on the walls. They're writing
 13 O - S-H-I-T all over. So, they refuse to
 14 have any contact with me due to the
 15 eviction. So, they want nothing to do with
 16 us and they're just waiting to -- for their
 17 final day, apparently.
 18 MS. CLARKE: How do you know that?
 19 MS. HARTMAN: Because they threw a
 20 bag of dog poop at one of my maintenance
 21 guys.
 22 MS. CLARKE: But how do you know
 23 they're writing on the inside of the
 24 apartment if you can't get into it?
 25 MS. HARTMAN: Not on the inside of

1 the apartment, on the inside of the
 2 stairwells.
 3 BZA MEMBER: Did you go back with
 4 Sean the next two times that he attempted
 5 to go in?
 6 MS. HARTMAN: I did not.
 7 BZA MEMBER: Okay. So, there was
 8 no attempt to key in. You don't know that
 9 the door was barred?
 10 MS. HARTMAN: He just told me.
 11 Because when I'm the only one in the
 12 office, I don't have time to go every
 13 single time.
 14 BZA MEMBER: Why did you go the
 15 one time you did go?
 16 MS. HARTMAN: Because I wanted to
 17 prove -- I wanted to prove that they
 18 refused to let us in.
 19 BZA MEMBER: So, I guess what's
 20 the difference between the next two if
 21 we've had this appeal holding? I mean, I
 22 would've -- I would've expected that we
 23 would've done the same thing each time,
 24 right?
 25 MS. HARTMAN: To be honest, I

Item #2.

1 didn't know that I was going to have
 2 here, and I didn't know that I would even
 3 take a video, I just wanted to prove it
 4 that one time to him.
 5 BZA MEMBER: How did they -- how
 6 did we find this for the team -- how did we
 7 get in there the first time to find this?
 8 MR. BRENNAN: Mr. Chairman?
 9 MR. KOUDELA: Yes, sir.
 10 MR. BRENNAN: I was on an annual
 11 inspection. This Apartment 850 in the East
 12 Building was one of the last few apartments
 13 that we had to get into complete our annual
 14 inspection. And while we were doing this
 15 inspection, my other inspector Alfredo was
 16 with me also. We were walking through the
 17 apartment trying to do our inspection and
 18 he was in the dining room, he noticed some
 19 roaches -- I do have some pictures here. I
 20 just brought them with me and brought one
 21 for Mr. O'Brien to take a look at them.
 22 These -- if you'll want to just
 23 pass those down.
 24 MR. BRENNAN: So, Alfredo took the
 25 picture in the dining room and it's going

1 to be the first page. As I was walking
 2 down the hallway going towards the back
 3 bedrooms, the bathroom area, there was
 4 roaches on the ceilings, and then as we
 5 opened up the bathroom door -- excuse me --
 6 you could see lots of roaches all over the
 7 top of the door, also was in the bathroom,
 8 there was roaches all over the walls.
 9 BZA MEMBER: How did you gain
 10 access to this apartment?
 11 MR. BRENNAN: I was in that
 12 apartment with the maintenance man -- oh,
 13 my mind is going blank with his name.
 14 MS. HARTMAN: Justin.
 15 MR. BRENNAN: Justin, Justin Clay.
 16 BZA MEMBER: How did you enter,
 17 did you knock and the tenant let you in?
 18 MR. BRENNAN: Justin knocked on
 19 the door. He had the key and he opened the
 20 door.
 21 BZA MEMBER: Now have the adjacent
 22 apartments been checked? Because I mean,
 23 from these pictures there's no way they're
 24 contained the one -- in this one apartment.
 25 They're just not possible.

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1 MS. HARTMAN: I would have to see
2 my pest control list to make sure that they
3 were or not.

4 MS. LANGRAF: : In the interest
5 for clarity, we're only here on Apartment
6 850.

7 BZA MEMBER: Now my question is
8 any other adjacent is checked?

9 BZA MEMBER: Mr. Brennan?

10 MR. O'BRIEN: Do not know.

11 MS. HARTMAN: I do not know.

12 MR. O'BRIEN: If she doesn't know,
13 she doesn't know.

14 BZA MEMBER: Mr. O'Brien brings up
15 a reasonable amount of time. In your
16 opinion, is five days long enough? I mean,
17 is that somewhat standard?

18 MR. BRENNAN: Mr. Chairman?

19 MR. KOUDELA: Yes.

20 MR. BRENNAN: Yes, I believe
21 that's enough time to have that apartment
22 treated.

23 MR. KOUDELA: Okay. Mr. Brennan,
24 how much notice do you have to give the
25 apartment to go there? Like you didn't

1 have any issues with gaining entry, did you
2 give notice, or did you just show up and
3 say we're here for inspection?

4 MR. BRENNAN: When we make an
5 appointment for an annual inspection, they
6 notify their tenants. So, this was one of
7 the straggler apartments where we couldn't
8 have entry in, so --

9 MR. KOUDELA: Okay.

10 MR. BRENNAN: -- while we were
11 there, we did make entry. There was no
12 door lock, no hotel lock on it. The trim
13 was busted off on the inside of the door --

14 MR. KOUDELA: Okay.

15 MR. BRENNAN: -- so...

16 MR. KOUDELA: Okay. Thank you.

17 MR. BRENNAN: Uh-huh.

18 MR. KOUDELA: Any other questions?

19 BZA MEMBER: Yeah. So -- so I
20 guess my next question here, why --
21 Stephanie, you said that you won't go if
22 you're the only one. So, in the situation
23 here, Sean took Justin in. Was there no
24 maintenance man to attend the second time
25 to validate nobody could get in and these

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1 two subsequent attempts to enter the
2 MS. HARTMAN: I did not require
3 anybody to go with him after that.

4 BZA MEMBER: Okay.

5 MS. HARTMAN: I thought that my
6 one video was going to be proof enough.

7 BZA MEMBER: Does Sean have a key
8 to get in on his own or did you have to
9 provide him a key during that day?

10 MS. HARTMAN: I have to provide a
11 key --

12 BZA MEMBER: Okay.

13 MS. HARTMAN: -- yeah.

14 BZA MEMBER: So, we made no
15 attempt other than knocking on the door the
16 next few times?

17 MS. HARTMAN: Correct.

18 BZA MEMBER: But we made three
19 attempts?

20 MS. HARTMAN: Correct.

21 BZA MEMBER: Okay. So, three
22 attempts since the 26th to do this, but
23 it's not been completed?

24 MS. HARTMAN: Correct.

25 BZA MEMBER: And again, the

1 argument is adequate time, correct?

2 MS. HARTMAN: Correct.

3 BZA MEMBER: Okay. And we've made
4 three attempts?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: Okay.

7 MR. O'BRIEN: The point though is
8 that the -- the Notice of Violation itself
9 again dated the 24th day of January, which
10 was a Wednesday, and my client attempted to
11 fix the problem on Friday the 26th, and the
12 compliance date was the 29th, which
13 would've been the following Monday.

14 So, under the circumstances when
15 -- when Mr. Brennan's well aware of the
16 fact that Sean Brennan to come into -- that
17 Sean Ford comes to the property every
18 Friday and does these treatments. The
19 question is if my client is not able to
20 gain access on that date, that Friday, is
21 requiring the property to be treated and
22 brought back in compliance by that next
23 Monday, is that a reasonable amount of time
24 under the ordinance, and we submit that
25 it's not.

1 BZA MEMBER: Well, I -- so you
 2 stated there are three companies that work
 3 for the property.
 4 MR. O'BRIEN: Yes. They do
 5 different things.
 6 BZA MEMBER: So, do all three of
 7 them handle infestations?
 8 MR. O'BRIEN: No, that is the
 9 contract with Ehrlich for this kind of
 10 problem, for bugs in particular. So, if
 11 somebody says, I have a problem with
 12 roaches or with other bugs, bed bugs, then
 13 Stephanie will contact Ehrlich, let them
 14 know you've got to treat this unit. And
 15 she'll give a list of units to treat and
 16 they would go to those units, but Mr. Ford
 17 can't be expected to hang around, you know,
 18 all day or come back numerous other days to
 19 try to address the issue if the tenants are
 20 not going to allow them --
 21 BZA MEMBER: Well --
 22 MR. O'BRIEN: -- into the
 23 property.
 24 BZA MEMBER: So, then my next
 25 question is, if another tenant gets a

1 bedbug infestation on a Monday, do they
 2 wait till Friday to have that resolved?
 3 MR. O'BRIEN: Yes. If they're --
 4 if they're -- if the -- if my client is
 5 told on a Monday that there's an issue that
 6 it's Friday that will be addressed.
 7 BZA MEMBER: There's no exception
 8 to that rule? There's no exception to
 9 Ehrlich coming out except on a Friday?
 10 MR. O'BRIEN: No. The tenants
 11 also have an obligation under the 2015
 12 Property Maintenance Code and under Ohio's
 13 Landlord Tenant Act to make sure that their
 14 property is not infested. So, it doesn't
 15 only fall upon the landlord, this -- when
 16 it comes to that, you know, the tenant is
 17 also responsible for making sure there is
 18 not garbage that is -- that is allowed to
 19 fester in their unit, which attracts pests.
 20 They are also required for --
 21 BZA MEMBER: And, Mr. O'Brien, you
 22 don't know if there is garbage --
 23 BZA MEMBER: But the tenant is not
 24 cited for that --
 25 BZA MEMBER: -- right?

1 MR. O'BRIEN: I don't know t
 2 no.
 3 BZA MEMBER: Okay.
 4 MR. O'BRIEN: Do you know what was
 5 the condition of this unit, Stephanie?
 6 MS. HARTMAN: I've never been able
 7 to go inside that unit.
 8 MR. O'BRIEN: They will not allow
 9 you to go in?
 10 BZA MEMBER: So, we don't know if
 11 that's the garbage, so that's neither here
 12 nor there?
 13 BZA MEMBER: That's -- so again.
 14 MR. O'BRIEN: We don't.
 15 BZA MEMBER: We weren't -- we
 16 weren't cited -- the tenant wasn't cited,
 17 right? There was a citation, so again,
 18 there's no exception to a Friday. That is
 19 the only day that Ehrlich will come out,
 20 that is -- that's the question. There's no
 21 exception to that rule?
 22 MR. O'BRIEN: Does Justin -- will
 23 Justin go there? Will your maintenance man
 24 go there --
 25 MS. HARTMAN: For?

1 MR. O'BRIEN: For any kind of
 2 infestation or not?
 3 MS. HARTMAN: No. So, you are not
 4 allowed to mix chemicals. So, if I have
 5 Ehrlich coming in to spray for roaches and
 6 I get another company to spray for roaches,
 7 it could technically hurt the person that's
 8 in there because chemicals and chemicals
 9 cannot like meet together.
 10 BZA MEMBER: Well, I wouldn't
 11 expect the maintenance guy to do that --
 12 MS. HARTMAN: Yeah.
 13 BZA MEMBER: -- I'm asking if the
 14 exterminating company would come back and
 15 do that on an ad hoc basis.
 16 MR. O'BRIEN: No, it's
 17 unreasonable to say that in 403 apartment
 18 complex that you have to have --
 19 BZA MEMBER; We're dealing with
 20 one, we're here for 850.
 21 MR O'BRIEN: I know that. We're
 22 talking about a complex that has 403 units.
 23 And to say that they have to have a pest
 24 control company on, you know, call to come
 25 out and treat whenever a property, tena

1 that they have an issue is unreasonable.
 2 So, the point of the Code, if you
 3 read the Property Maintenance Code, it says
 4 that, you know, before there can be any
 5 kind of Violation Notice for any kind of
 6 problem, and before there can be any action
 7 taken, that the City has to not only
 8 provide notice, but give a reasonable
 9 opportunity to fix the problem. And the
 10 question here is not whether or not the
 11 property, that the problem's been fixed,
 12 but whether or not a reasonable opportunity
 13 was given to the landlord to fix the
 14 problem.

15 And we're just saying that giving
 16 five days to fix a problem when a tenant is
 17 not allowing access to the landlord is
 18 unreasonable. That's what we are saying.

19 MS. CLARKE: Isn't your argument,
 20 not whether it's reasonable, but whether
 21 it's reasonable to Shoregate Towers, that's
 22 what you're asking us to do.

23 MR. O'BRIEN: No, my argument is
 24 it's reasonable under the circumstances.
 25 So if you -- and you'll have the

1 opportunity to do this, but if you look at
 2 Sections 106 and 107 of the Code, you'll
 3 see that what is required is that not
 4 only -- and this is Section 107.2,
 5 Subsection 4, says that the Violation
 6 Notice and it states, and I quote, "include
 7 a correctional order allowing a reasonable
 8 time to make repairs and improvements
 9 required to bring the dwelling unit or
 10 structure into compliance with the
 11 provisions of the Code."

12 So, it's not [unintelligible] to
 13 have to give a reasonable opportunity to
 14 fix the problem, and that means, you know,
 15 ameliorating the problem entirely,
 16 eradicating the unit of any pests.

17 So, the question is, under the
 18 circumstances is five days a reasonable
 19 opportunity to fix this problem in this
 20 unit? And we contend that it is not,
 21 especially when the tenant that is in that
 22 unit who knows they're being evicted, will
 23 not allow the property owner to come in to
 24 that unit and fix the problem. And they
 25 bar the door and they don't allow somebody

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1 to come in and they won't answer the
 2 when they knock, you can't expect my client
 3 to be able to ameliorate the problem.

4 MS. CLARKE: Are we to expect the
 5 Zoning Inspector to anticipate that
 6 somebody's going to barricade themselves in
 7 the apartment --

8 MR. O'BRIEN: No.

9 MS. CLARKE: -- when they issue a
 10 citation?

11 MR. O'BRIEN: No.

12 MS. CLARKE: So, how would we know
 13 what would be reasonable in that
 14 circumstance?

15 MR. O'BRIEN: Because you're
 16 hearing the testimony of my client, Mr.
 17 Brennan.

18 MS. CLARKE: I absolutely am, but
 19 he issued the notice based on his
 20 inspection.

21 MR. O'BRIEN: Yes.

22 MS. CLARKE: Not what happened
 23 after the inspection?

24 MR. O'BRIEN: Yes.

25 MR. KOUDELA: Is the goal, if

1 there is an extension, which we're looking
 2 at, by my quick math, from going from five
 3 days to about 65 days, right? Riding about
 4 two months' worth of time, that's what
 5 we're looking for, will there be a check
 6 every Friday? Will someone be with the
 7 pest control every Friday keying in,
 8 attempting to gain a -- like this is --

9 MR. O'BRIEN: Yes.

10 MR. KOUDELA: -- this is my --
 11 this is my point of contention is that
 12 there has -- while there've been three
 13 attempts, there's only one attempt shown so
 14 far where we made a, what I would consider
 15 reasonable attempt to gain access --

16 MR. O'BRIEN: Stephanie will go
 17 back every Friday.

18 MR. KOUDELA: -- the second and
 19 third time were knocks.

20 MR. O'BRIEN: Yeah, Stephanie will
 21 go back every Friday, she'll take another
 22 video every Friday and we can come back
 23 here every week if you like to verify what
 24 happened on every Friday.

25 MR. KOUDELA: I would just exp

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1 that we would be taking all measurable
2 steps when we have something of an appeal
3 involved.

4 MR. O'BRIEN: Yes.

5 BZA MEMBER: So, Mr. O'Brien,
6 you're looking for an extension until March
7 20th. Do you feel that that's adequate
8 time? That's what we're here for today.

9 MR. O'BRIEN: I -- you know,
10 barring any other circumstances to prevent
11 my client from being able to treat, yes.
12 But, you know, if Lake County Fair Housing
13 decides that they want to represent this
14 tenant on a pro bono basis and they ask for
15 something like a jury trial and eviction --
16 which you can do, believe it or not -- and
17 it takes longer to hear this complaint,
18 longer to get this tenant evicted even
19 though they're behind on the rent for how
20 long now?

21 MS. HARTMAN: Several months.

22 MR. O'BRIEN: Yeah. I mean, I
23 would anticipate that this tenant would --
24 my client would receive a writ of
25 restitution and that there would be an

1 order ordering the tenant to vacate within
2 seven to 10 days of March 4th. That's what
3 I think would probably happen, but I can't
4 guarantee it because I'm not the judge and
5 I don't control the court.

6 But I would anticipate that by the
7 end of March that this problem, that this
8 apartment would have been cleaned out and
9 that any problems with the apartment
10 would've been fixed.

11 MR. KOUDELA: Okay. Thank you.

12 MR. O'BRIEN: Yep. You're
13 welcome.

14 MR. KOUDELA: Mr. Brennan, one --
15 one more question just to clarify, what day
16 was your inspection?

17 MR. BRENNAN: The date of the
18 notice was my inspection.

19 MR. KOUDELA: So, the 24th?

20 MR. BRENNAN: Correct.

21 MR. KOUDELA: Okay. And you had
22 no issues gaining access that day?

23 MR. BRENNAN: With Justin, the
24 maintenance director.

25 MR. KOUDELA: Okay. All right.

1 Thank you.

2 MR. O'BRIEN: And Justin could go
3 back too. I mean Stephanie and Justin did
4 both go back.

5 BZA MEMBER: Well, yeah.

6 MR. O'BRIEN: They'd be glad to do
7 so.

8 MR. KOUDELA: And did he do so
9 since the 26th?

10 MS. HARTMAN: Have we -- has Sean
11 been back?

12 MR. KOUDELA: Has Justin?

13 MS. HARTMAN: Oh, I don't recall.

14 MR. O'BRIEN: No. Justin's job is
15 not to deal with infestation issues. So,
16 Justin is the maintenance director of the
17 property, his primary function is to deal
18 with things like water leaks, electrical
19 problems, minor carpentry issues, you know,
20 so we have problems like tenants who have
21 been recently evicted, come back after the
22 locks are changed and kick their door in,
23 you know.

24 And, you know, there are numerous
25 problems at Shoregate Towers that, you

1 know, make it difficult to control this,
2 but understand when people do things like
3 come back after they're evicted to face the
4 property, you know, and engage in
5 vandalism, kick their door in, you know,
6 sometimes do really horrible things.

7 MR. KOUDELA: Now, Mr. O'Brien,
8 was this done to Apartment 850?

9 MR. O'BRIEN: No, they're still
10 there.

11 MR. KOUDELA: So that doesn't
12 apply to what we're talking about.

13 MR. O'BRIEN: But what I'm saying
14 is that the maintenance director has many
15 other things to deal with. This is a
16 property that's probably 50 years old. The
17 towers were built in 1970. They were
18 finished in 1971 and 1972. So, they're
19 over 50 years old. And with a building of
20 that age, you're going to have a lot of
21 problems when you've got 403 units. You're
22 going to have water leaks, you're going to
23 have, you know, electrical issues, and the
24 maintenance director and the maintenance
25 staff currently that are in-house, they

1 primarily deal with those issues. They
 2 don't deal with infestations. They don't
 3 deal with pest control. There are outside
 4 companies that are hired for that. And at
 5 this point, there are three different
 6 companies who do that right now. And
 7 Ehrlich is the biggest one, and they're the
 8 ones that deals with things like roach
 9 infestation. So, if there's a problem --
 10 problem with roach infestations in a
 11 particular unit, Ehrlich will deal with
 12 that. And they do 18 units every single
 13 week, and they do all the common areas
 14 every single week, but -- and then I -- and
 15 -- and I don't think that that overloads
 16 the property, does it? I mean --

17 MS. HARTMAN: No.

18 MR. O'BRIEN: -- that's more than
 19 enough [unintelligible] for the
 20 [unintelligible] received --

21 MS. HARTMAN: Yes.

22 MR. O'BRIEN: -- is that fair to
 23 state?

24 MS. HARTMAN: Yes.

25 MR. O'BRIEN: Okay. So they're

1 able to deal with complaints received and
 2 they do it every Friday. The point is
 3 that, you know, if a notice is given on a
 4 Wednesday and Ehrlich is there on Friday
 5 and my client can't gain access, they have
 6 to get a reasonable opportunity to deal
 7 with that problem under those
 8 circumstances, that's all we're asking.

9 BZA MEMBER: They didn't try to
 10 reenter on Monday?

11 MR. O'BRIEN: No. Mr. Ford is
 12 there on Fridays.

13 MR. KOUDELA: And you do not have
 14 video of him trying to gain entry February
 15 2nd --

16 MR. O'BRIEN: No.

17 MR. KOUDELA: -- or February 9th?

18 MR. O'BRIEN: No.

19 MR. KOUDELA: Okay.

20 MS. CLARKE: So, is that
 21 scheduled, like recommended by the pest
 22 control company or is that what Shoregate
 23 Towers hires them to do? Like, is there a
 24 reason why they can't come back more often?

25 MR. O'BRIEN: Well, I think it

1 would become economically inefficient
 2 have somebody come back more than once a
 3 week to try to deal with issues like this.
 4 I mean, yes, in a perfect world they could
 5 have a person on staff that's just there to
 6 deal with that issue, but the question is,
 7 is it reasonable to require that, you know,
 8 under all circumstances. I don't think it
 9 is, and that's all we're saying.

10 It's like they're glad to deal
 11 with the pest control issues, they do, on a
 12 regular basis, every single week. They
 13 deal with this every week. The point is
 14 that when you've got somebody that won't
 15 let you into an apartment, you probably
 16 should be, you know, allowed more
 17 [unintelligible] to fix the problem so we
 18 can get access.

19 MR. KOUDELA: Okay. Any other
 20 questions?

21 BZA MEMBER: I think one last
 22 question. Do we know the last time this
 23 apartment was sprayed?

24 MR. O'BRIEN: Do you know?

25 MS. HARTMAN: Unless I had the

1 records, I do not know, off the top of my
 2 head.

3 BZA MEMBER: But --

4 MS. HARTMAN: She never called,
 5 she never -- for anything.

6 MR. O'BRIEN: Was there a
 7 complaint made?

8 MS. HARTMAN: No.

9 MR. O'BRIEN: So, this is just Mr.
 10 Brennan on his annual inspection
 11 determining there was an issue?

12 MS. HARTMAN: Correct.

13 BZA MEMBER: So, when you do 18
 14 every Friday, is it routine that every
 15 building will go in a set order or do those
 16 18 only include complaints?

17 MS. HARTMAN: We'll do complaints
 18 and then we'll do vacants.

19 MR. O'BRIEN: But she -- but the
 20 tenant -- who's the tenant in 850?

21 MS. HARTMAN: Leena Cunningham I
 22 believe it is.

23 MR. O'BRIEN: Okay.

24 MS. HARTMAN: I can pull it up if
 25 you'd like to look --

1 MR. O'BRIEN: No, that's okay.
 2 It's La -- La -- Linaria [phonetic] --
 3 MS. HARTMAN: Linaria.
 4 MR. O'BRIEN: -- Linaria
 5 Cunningham. Yeah, Ms. Cunningham has been
 6 there how long?
 7 MS. HARTMAN: Do you want me to
 8 pull it up?
 9 MR. O'BRIEN: Yeah.
 10 MS. HARTMAN: Okay. November
 11 22nd, 2022 was her application. She moved
 12 in on December 15th of 2022.
 13 MR. KOUDELA: All right. Any
 14 other questions? Any other comments that
 15 you'd like to make?
 16 MR. O'BRIEN: No, thank you.
 17 MR. KOUDELA: So, on this vote,
 18 Ms. Landgraf, if you could just clarify, an
 19 approval on Case Number 24-1 would mean
 20 that we agree with Shoregate Towers, the
 21 property owner, correct?
 22 MS. LANGRAF: So, this is an
 23 appeal filed by Shoregate Towers, NS, and
 24 the other individuals listed. So, they're
 25 appealing, and Mr. O'Brien's asked a couple

1 things, first to either agree with the
 2 applicant that this was not appropriately
 3 applied to the situation, but I've also
 4 heard him ask for an extension of time.
 5 So, did you want to -- did you
 6 want them to vote on both of those or --
 7 MR. O'BRIEN: Yes, I would like to
 8 vote first to vote on whether or not they
 9 believe that -
 10 MS. LANGRAF: It was a --
 11 MR. O'BRIEN: -- five days is the
 12 maximum amount of time pursuant to this
 13 particular Codified Ordinance, and second
 14 of all, whether or not they're willing to
 15 grant an extension until the end of March
 16 to repair this problem.
 17 MS. LANGRAF: Okay. So, first
 18 there would be a motion to grant the appeal
 19 of the stated appellants with regards to
 20 application of the Property Maintenance
 21 Code in which your vote would say we agree
 22 that it was appropriately applied, or a
 23 vote no would be, you don't believe that it
 24 was appropriately applied.
 25 BZA MEMBER: Okay.

1 MS. LANGRAF: The second motion
 2 would be for an appeal on the basis of an
 3 extension of time. That's what you're
 4 asking for?
 5 MR. O'BRIEN: Yes.
 6 MS. LANGRAF: Okay.
 7 MR. KOUDELA: And we could just
 8 use March 20th as --
 9 MS. LANGRAF: That's what they're
 10 asking --
 11 MR. KOUDELA: -- a date to throw
 12 out there, is that what you're asking for?
 13 MR. O'BRIEN: I'm asking for the
 14 end of March because I can't guarantee that
 15 the -- you know, March 20th. I think in
 16 all likelihood this tenant will be ordered
 17 to vacate at least by March 14th, but I
 18 can't guarantee that. Sometimes court are
 19 required to -- generally they're required
 20 to order a move out 7 to 10 days after the
 21 date of the First Cause Hearing for a writ
 22 of restitution, but that doesn't mean they
 23 will, and that doesn't mean they won't also
 24 grant some kind of continuance so that
 25 hearing doesn't take place for another week

1 or two weeks, so I don't know that at this
 2 point in time, so I would say to be safe,
 3 I'm asking until the end of March.
 4 MR. KOUDELA: Okay. Mr. O'Brien,
 5 can you please give me a date in the end of
 6 March.
 7 MR. O'BRIEN: I said the end of
 8 March, so, March 31st.
 9 MR. KOUDELA: 31st. Okay.
 10 MR. O'BRIEN: Yes.
 11 MR. KOUDELA: Okay. Would
 12 somebody would like to make a motion or,
 13 Ms. Langraf, would you like me to do it?
 14 MS. LANGRAF: I'll give it a shot.
 15 MR. KOUDELA: All right, Ms.
 16 Langraf, thank you.
 17 MS. LANGRAF: So, the first motion
 18 is going to be a motion to grant the appeal
 19 of Shoregate Towers NS, LLC, Lemma Getachew
 20 and Guenet Indale with regards to Property
 21 Maintenance Code violation dated January
 22 24th, 2024, Apartment 850 in the East
 23 Building for a violation of Property
 24 Maintenance Code 309.1 on the basis of
 25 reasonableness for time for compliance,

1 okay?
 2 So, that means the Appellant is
 3 requesting you to grant the appeal on the
 4 basis that they were not given sufficient
 5 time -- a reasonable amount of time to
 6 comply with the notice.
 7 MR. YARLETTS: Okay. I second.
 8 MR. KOUDELA: Okay. Second.
 9 Thank you Mr. Yarletts.
 10 MS. LANGRAF: So a vote yes, would
 11 be you agree with Shoregate Towers --
 12 MR. KOUDELA: Okay.
 13 MS. LANGRAF: -- a vote no would
 14 mean that the Violation Notice stands as
 15 issued.
 16 MR. KOUDELA: Okay. Thank you.
 17 Can I get a roll call, please.
 18 MADAM SECRETARY: Mr. Koudela?
 19 MR. KOUDELA: No.
 20 MADAM SECRETARY: Mr. Flaisig?
 21 MR. FLAISIG: No.
 22 MADAM SECRETARY: Mr. Yarletts?
 23 MR. YARLETTS: Nay.
 24 MADAM SECRETARY: Mr. Hill?
 25 MR. HILL: No.

1 MADAM SECRETARY: And Ms. Clarke?
 2 MS. CLARKE: No.
 3 MS. LANGRAF: The second motion is
 4 the motion to grant the appeal of Shoregate
 5 Towers NS, LLC, Lemma Getachew and Guenet
 6 Indale to the Willoughby Prop -- Willowick
 7 Property Maintenance Code violation dated
 8 January 24th, 2024, Apartment 850 in the
 9 East Building for a violation of Property
 10 Maintenance Code 309.1 to grant an
 11 extension of time to March 31st, 2024 to
 12 comply with the stated notice.
 13 MR. YARLETTS: I'll second.
 14 MS. LANGRAF: A vote yes means you
 15 agree to the extension, a vote no means no
 16 extension.
 17 MR. KOUDELA: Okay. Thank you.
 18 Thank you for the second, Phil.
 19 Can I get roll call, please.
 20 MADAM SECRETARY: Mr. Koudela?
 21 MR. KOUDELA: No.
 22 MS. LANGRAF: You need to have
 23 somebody make the motion. I am the Law
 24 Director, so, somebody makes the motion --
 25 MR. KOUDELA: Okay.

1 MS. LANGRAF: -- and then so
 2 needs to second it.
 3 MR. KOUDELA: Okay. Somebody make
 4 the first one. Do we need to go back to
 5 the first one?
 6 MS. LANGRAF: Do you have a first
 7 and a second?
 8 MADAM SECRETARY: Yes.
 9 MR. KOUDELA: Okay. So, we need a
 10 first for 24-1 motion one --
 11 MS. LANGRAF: Correct.
 12 MR. KOUDELA: -- correct?
 13 BZA MEMBER: All right. You want
 14 to do it, Phil?
 15 MR. YARLETTS: Yeah, I'll do it.
 16 Mr. Chairman --
 17 MR. KOUDELA: Do they have to say
 18 the entire thing or just --
 19 MS. LANGRAF: You might as well
 20 since we don't have a first, yes.
 21 MR. KOUDELA: Okay. All right.
 22 MR. YARLETTS: Mr. Chairman, I'd
 23 like to make a motion in Case 24-1
 24 Shoregate Towers of 30901 Lakeshore
 25 Boulevard, that we grant an appeal for the

1 maintenance violation -- no, that's not
 2 what --
 3 MS. LANGRAF: Dated.
 4 MR. YARLETTS: The maintenance
 5 violation dated 1/24/2024 for Apartment
 6 850, Codified Ordinance 1332.05 to 1367.01.
 7 MS. LANGRAF: So that's a grant of
 8 the appeal on the basis of reasonableness
 9 for compliance.
 10 MR. KOUDELA: Yes.
 11 MS. LANGRAF: So, same applies. A
 12 vote yes that you agree with the applicant.
 13 A vote no is the maintenance violation
 14 stands as this.
 15 MR. KOUDELA: Okay.
 16 MR. FLAISIG: I will second.
 17 MR. KOUDELA: Second. Thank you,
 18 Tom.
 19 Can I get roll call please, again.
 20 MADAM SECRETARY: Mr. Koudela?
 21 MR. KOUDELA: No.
 22 MADAM SECRETARY: Mr. Flaisig?
 23 MR. FLAISIG: No.
 24 MADAM SECRETARY: Mr. Yarletts?
 25 MR. YARLETTS: No.

1 MADAM SECRETARY: Mr. Hill?
 2 MR. HILL: No.
 3 MADAM SECRETARY: And Ms. Clarke?
 4 MS. CLARKE: No.
 5 MS. LANGRAF: Now we need a motion
 6 to grant --
 7 MR. KOUDELA: Can I get a motion
 8 for the Case 24-1, the second for the
 9 extension of time to the 31st?
 10 MR. YARLETTS: Mr. Chairman, I'd
 11 like to make a motion in Case 24-1
 12 Shoregate Towers of 30901 Lakeshore
 13 Boulevard that we grant the appeal for an
 14 extension of time to take care of
 15 maintenance violations dated 1/24/2024 in
 16 Apartment 850.
 17 MS. LANGRAF: Until March --
 18 MR. YARLETTS: Until March 31st,
 19 2024.
 20 MR. KOUDELA: Okay. Can I get a
 21 second?
 22 MR. HILL: I second.
 23 MR. KOUDELA: Mr. Hill, thank you.
 24 Roll call.
 25 MADAM SECRETARY: Mr. Koudela?

1 MR. KOUDELA: No.
 2 MADAM SECRETARY: Mr. Flaisig?
 3 MR. FLAISIG: No.
 4 MADAM SECRETARY: Mr. Yarletts?
 5 MR. YARLETTS: No.
 6 MADAM SECRETARY: Mr. Hill?
 7 MR. HILL: No.
 8 MADAM SECRETARY: And Ms. Clarke?
 9 MS. CLARKE: No.
 10 MR. KOUDELA: Okay. Mr. O'Brien
 11 Case Number 24-1 will go in front of City
 12 Council at the next meeting as a
 13 recommendation for not to approve the
 14 appeals or the extension to March 31st,
 15 okay?
 16 MR. O'BRIEN: Okay.
 17 MR. KOUDELA: So, this brings us
 18 to Case Number 24-2. This is an appeal for
 19 property 1250 also in the East Building.
 20 If you could please go over -- you
 21 know, that -- that appeal as well and what
 22 you're hoping to gain for that.
 23 MR. O'BRIEN: Yes. So attached to
 24 our Notice of Appeal, which again is time
 25 stamped January 26th, 2024, Exhibit A,

1 There's a property maintenance notice
 2 January 23rd, 2024, which cites three
 3 property maintenance violations with
 4 respect to, I believe Unit 1250 in the
 5 property.
 6 And I'm going to go in backwards
 7 order here. The first has to do with roof
 8 maintenance or damage. It says property
 9 maintenance under Section 304.7 of the
 10 Code. The roof and flashing shall be
 11 sound, tight, and not have any defects that
 12 admit rain. Roof drainage shall be
 13 adequate to prevent dampness or
 14 deterioration of walls or interior portion
 15 of the structure. Gutters and downspouts
 16 shall be maintained in good repair and free
 17 of obstructions.
 18 The violation order or the order
 19 of corrections cited states that repair or
 20 replace roofing materials above Apartment
 21 1250, east master bedroom compliance stage
 22 two weeks later on February 6th, 2024.
 23 Above that, Section 305.3 of the
 24 Code of property maintenance, all
 25 structures, which are all -- all interior

1 surfaces, including windows and doors,
 2 shall be maintained in good, clean and
 3 sanitary condition. Peeling paint, cracked
 4 or loose plaster, decayed wood, and other
 5 defective surfaces or conditions shall be
 6 corrected.
 7 The maintenance order states
 8 replace all water damaged drywall and
 9 ceilings and walls in Apartment 1250 east
 10 master bedroom. Compliance date again is
 11 February 6th, 2024.
 12 Finally, Section 605.1, property
 13 maintenance. All electrical equipment,
 14 wiring and appliances shall be properly
 15 installed and maintained in a safe and
 16 approved manner.
 17 And the Property Violation Notice
 18 says missing electrical faceplate on master
 19 bedroom wall receptacle in Apartment 1250
 20 East -- I guess it means replace that -- as
 21 of a compliance date of February 6th, 2024.
 22 Was that done, the receptacle?
 23 MS. HARTMAN: I -- I don't know.
 24 MR. O'BRIEN: Okay. So, with
 25 respect to the -- for the last of the

1 three, fixing the roof and flashing, again,
2 we would submit that under Section No. 7 of
3 the Code that's requiring repair of the
4 roof above, the top floor of the building,
5 in the wintertime at the Shoregate Towers
6 and requiring that to be done within two
7 weeks is unreasonable, so we would ask
8 again, that this Board find that that
9 timeframe is unreasonable under the
10 circumstances.

11 Also, with respect to the second
12 violation, that since you can't fix the
13 drywall problems until the roof has been
14 fixed, that that's also an unreasonable
15 timeframe. And again, we would ask for an
16 extension of time to fix those two issues.
17 I don't know whether or not the faceplate
18 on the one receptacle in Apartment 1250
19 that's been replaced around at this point
20 in time, but that is a di minimis issue,
21 which quite frankly is beyond the scope of
22 the Property Maintenance Code.

23 So, we're talking about electrical
24 systems. We talking about one plastic
25 faceplate that may or may not be required

1 to be replaced. Our contention will be
2 that that is not contemplated by the Code
3 and that should be disregarded entirely.

4 So, my client has contracted with
5 a company to fix the roof above Apartment
6 1250, but they're not able to do so at this
7 point in time because of weather issues.

8 We do have -- and we're going to
9 mark this as Exhibit A for the Board, and
10 I've got more copies, but my client has
11 contracted with Turn Key Property
12 Solutions. We have a invoice dated
13 February 5th, 2024 when the repairs of the
14 roof will be made, but to this point in
15 time, those repairs have not been made
16 because they have not been able to because
17 of the weather concerns to get up there and
18 fix the problems.

19 So, my client will do so, and I
20 believe Step -- and I believe Stephanie,
21 they're going to be out when?

22 MS. HARTMAN: Monday morning.

23 MR. O'BRIEN: Monday morning,
24 weather prevailing, right?

25 MS. HARTMAN: Yes.

1 MR. O'BRIEN: Okay.
2 Have not been able to do so at
3 this point in time, correct?

4 MS. HARTMAN: Correct. Due to the
5 chemicals that they use to fix the roof, it
6 has to be a certain temperature.

7 MR. O'BRIEN: And it's been too
8 cold so far to be able to fix the problem.
9 So, they can't do it if it's too
10 cold?

11 MS. HARTMAN: Rain, snow, and the
12 chemical [unintelligible] --

13 BZA MEMBER: Okay.

14 MR. YARLETTS: So, Mr. O'Brien,
15 quick question.

16 MR. O'BRIEN: Yes.

17 MR. YARLETTS: Has there been any
18 attempt as to a temporary fix, tarp put
19 over? I mean, if I was living in Apartment
20 1250, I don't --

21 MR. O'BRIEN: Yeah.

22 MR. YARLETTS: -- wouldn't
23 appreciate water coming in.

24 MR. O'BRIEN: Do you know how --
25 do you know what the extent of the problem

1 is?

2 MS. HARTMAN: I do not know the
3 extent of it.

4 MR. O'BRIEN: Okay. I believe Mr.
5 Brennan has pictures. They are, I believe
6 small holes in plaster in the ceiling,
7 they're not -- I don't believe water is,
8 you know, running through in channels like
9 a river into the apartment. I think it's a
10 small issue.

11 And for the record, my client is
12 more than happy to allow tenants to move.

13 MS. HARTMAN: I did offer them the
14 chance to move and they denied that.

15 MR. O'BRIEN: So yeah, prop --
16 people, I mean the 12th floor is a nice
17 place because there's nice views --

18 FEMALE SPEAKER: [Unintelligible].

19 MR. O'BRIEN: -- yeah, so, a lot
20 of people like it. If they -- if people
21 want to move or if they want to, you know,
22 get a different apartment because of the
23 problem, Shoregate Towers company allows
24 that, but if they don't want to leave
25 because they don't think it's that big o

1 problem and it's going to be fixed, you
 2 know, they allow you to stay.
 3 But the point here, again -- and I
 4 don't want to belabor the issue, but the
 5 point is that when you have wintertime in
 6 Cleveland, Ohio, you know, you can't expect
 7 a -- first of all, my client to be able to
 8 get a roofing company and then be able to
 9 go upstairs, get on top of a building, and
 10 fix it when it's cold outside. So, we just
 11 ask once again that the Board allow
 12 additional time or state that the two weeks
 13 that were permitted are unreasonable under
 14 the Code to allow such repair, but there
 15 has been a contract that has been
 16 established for the company and as soon as
 17 weather permits, they'll be up there fixing
 18 this roof to make sure that there are no
 19 more leaks in this apartment, and once that
 20 is done, all the drywall will be repaired
 21 immediately.
 22 Do you have anything you want to
 23 say?
 24 MS. HARTMAN: I do. So, the only
 25 reason why they even called the City for an

1 inspection was they never called me and
 2 told me that the leak was there or anything
 3 because they owe me over \$6,000. So, when
 4 someone owes me that much money, they avoid
 5 me. They don't want to see me in the
 6 parking lot. So, they do everything to
 7 stay away from me. So, the only reason why
 8 they -- they called was because I put a
 9 Three Day Notice. So --
 10 MR. O'BRIEN: Who is the tenant?
 11 MS. HARTMAN: Jessica Burton and
 12 Mandale Thurman.
 13 MR. O'BREIN: Okay. They're being
 14 evicted too, correct?
 15 MS. HARTMAN: Correct.
 16 MR. O'BRIEN: I'm not sure if
 17 we've gotten the date back on that one, but
 18 --
 19 MS. HARTMAN: They called the day
 20 that I put the Three Day Notice on.
 21 MR. O'BRIEN: But I don't think
 22 they -- they're not on the 23rd. I'm sure
 23 we got -- we have one eviction date on the
 24 23rd of the court, we have another on the
 25 fourth, and I haven't finished --

1 MS. HARTMAN: I haven't ever
 2 MR. O'BRIEN: I haven't finished
 3 looking at the ones that I got from the
 4 court date, they sent me emails, so I
 5 haven't got all the emails for the fourth
 6 yet. I anticipate that eviction will take
 7 place on the fourth.
 8 MR. KOUDELA: All right. Any
 9 questions?
 10 BZA MEMBER: I have a number of
 11 them. So, Sean, you entered the building
 12 on 1/23; is that correct?
 13 MR. BRENNAN: Mr. Chairman?
 14 MR. KOUDELA: Yes, Mr. Brennan.
 15 MR. BRENNAN: Actually, I do have
 16 some paperwork in regards to that from a
 17 Tenant Complaint Form and I do have some
 18 better pictures, so --
 19 MR. KOUDELA: I would like to see
 20 those, please.
 21 MR. BRENNAN: Yeah. If you could
 22 just pass those down there.
 23 MR. KOUDELA: Thank you.
 24 MR. BRENNAN: If you have an extra
 25 one we'll give it to...

1 So, I received a complaint from
 2 the tenant on 1/23. This is his complaint
 3 form that he filled out to me. I think it
 4 is reasonable time on there for these
 5 repairs to be done.
 6 If you read his complaint, it's
 7 been the second time. And after I did go
 8 to this apartment, I kind of remember Mr.
 9 Thurman in the elevator with myself and
 10 Justin Clay. This was back, I want to say
 11 it's either in August or September of last
 12 year. I believe Mr. O'Brien was in there
 13 too, in the elevator, and he showed us some
 14 pictures of his apartment.
 15 So, this is the same apartment.
 16 And you'll see in those pictures there that
 17 I did take those better pictures toward
 18 there -- it's toward the end I put them in
 19 color. There was a lot of leaks. You can
 20 see that the bedroom ceiling drywall,
 21 obviously there was water when we went in
 22 there and made that inspection. On the
 23 carpet, you can see on the walls -- you've
 24 got some black stuff going on in the walls
 25 in the corner of the bedroom.

1 Same thing, you can see where
2 waters coming in on these -- on the bedroom
3 walls.

4 It's a couple areas, a few areas
5 throughout that rear bedroom, and also
6 electrical cover plate that is missing on
7 that receptacle. It is a safety hazard.

8 BZA MEMBER: So, the complaint
9 date is 1/23, which I think was a Tuesday.
10 So is that the -- is that the day that --
11 so the date of the complaint was the date
12 that the notice was filed, so that was the
13 date -- I'm sorry, that was the day you did
14 or did not enter?

15 MR. BRENNAN: It was on 1/23 --

16 BZA MEMBER: Okay.

17 MR. BRENNAN: -- I entered that
18 apartment. I also wrote the notice on
19 1/23.

20 BZA MEMBER: Okay.

21 MR. KOUDELA: All right. Mr.
22 Brennan -- I'm sorry.

23 BZA MEMBER: No, go ahead.

24 MR. KOUDELA: The drywall
25 repair -- I'm referring to the picture of

1 the electrical outlet --

2 MR. BRENNAN: Yeah.

3 MR. KOUDELA: -- the vertical
4 repair, is that near the water damage? And
5 whereabouts is that in correlation to the
6 drywall work that needed to be done and the
7 water damage; do you remember?

8 MR. BRENNAN: This area's all
9 over, you know, the wall in there.

10 MR. KOUDELA: Okay.

11 MR. BRENNAN: The one with the
12 electrical I want to say probably the third
13 picture back was kind of like in that area
14 there.

15 MR. KOUDELA: Okay.

16 BZA MEMBER: So, notice date was
17 1/23. And what was the first date that
18 someone was called to come look at the
19 roof?

20 MR. O'BRIEN: Do you know?

21 MS. HARTMAN: I do not know.

22 MR. O'BRIEN: Okay.

23 BZA MEMBER: So --

24 MR. O'BRIEN: Did Mr. Brennan give
25 you this to see -- did he give you this

1 personally?

2 MS. HARTMAN: He did.

3 MR. O'BRIEN: Okay. And that was
4 on the 23rd?

5 MS. HARTMAN: Correct.

6 MR. O'BRIEN: Okay. Did he give
7 you these pictures as well on that date?

8 MS. HARTMAN: Correct.

9 MR. O'BRIEN: Okay. And when did
10 you -- did you have Justin go upstairs and
11 look at this?

12 MS. HARTMAN: Immediately.

13 MR. O'BRIEN: Okay. And why did
14 you hire the roofing company?

15 MS. HARTMAN: To fix the issues.

16 MR. O'BRIEN: Okay. Typically,
17 how long does it take to hire a roofing
18 company to fix issues like that?

19 MS. HARTMAN: It really depends
20 because they -- a lot of roofing companies
21 will not take on such a small job because
22 it's not that big of a job, so they don't
23 want to take on such a small job on a 12
24 story apartment community in the winter.

25 BZA MEMBER: Okay. So again, we

1 don't know when you first called?

2 MS. HARTMAN: I do not know.

3 BZA MEMBER: Okay. How many
4 companies did you call before you settled
5 on Turn Key?

6 MS. HARTMAN: It actually wasn't
7 me that called, it was Alexis.

8 BZA MEMBER: Who's Alexis?

9 MR. O'BRIEN: Alexis Lyons is the
10 regional manager that oversees not only
11 this property, but other properties that
12 are affiliated with Shortgate Towers. The
13 companies that are involved here are
14 Shoregate Towers, they have a complex
15 called Addis View, which is a brand new
16 apartment complex in the City of Cleveland
17 at East 90th and Chester. They also own a
18 company called -- I mean an apartment
19 complex called Midtown Building, which is a
20 recently rehabilitated building that was
21 gutted and rehabbed at 3101 Euclid Avenue.
22 They also own properties -- they have a
23 property that's about to be rehabbed --
24 gutted and rehabbed on Lakeshore Boulevard
25 in the City of Cleveland near Bratenahl,

1 but Alexis oversees sort of all of those
 2 endeavors.
 3 BZA MEMBER: So, Alexis hired Turn
 4 Key?
 5 MS. HARTMAN: Correct.
 6 BZA MEMBER: We don't know when
 7 Alexis contacted them?
 8 MS. HARTMAN: I do not.
 9 BZA MEMBER: We don't know who
 10 else Alexis contacted?
 11 MS. HARTMAN: I do not.
 12 BZA MEMBER: So we don't know if
 13 we asked any roofing companies for
 14 temporary repairs and a contract to
 15 complete repairs or anything like that?
 16 MS. HARTMAN: I do not.
 17 BZA MEMBER: In my experience,
 18 most roofing companies will come and either
 19 temporary patch or tarp, as Mr. Yarletts
 20 said, in anticipation of doing the work.
 21 We talked about weather, I know
 22 we've had quite a stretch of better
 23 weather. So, are we looking for better
 24 weather than we've had these last two
 25 weeks?

1 MS. HARTMAN: I only know what I
 2 know, and this is all I've know because
 3 Alexis has been dealing with the roofing of
 4 this apartment.
 5 BZA MEMBER: And no one has gone
 6 into the apartment to -- I understand that
 7 it's still leaking, but there are
 8 preventative measures we can take inside,
 9 cut out mold, put a trap that will come
 10 from the ceiling, plastic trap down into a
 11 bucket, anything to eliminate? So, no
 12 attempt has been made to remediate any
 13 mold, mildew, falling paint, all of the
 14 things that are pictured in Mr. Brennan's
 15 pictures?
 16 MS. HARTMAN: Again, Alexis has
 17 been dealing with that part of the
 18 apartment, so...
 19 BZA MEMBER: So, we don't have any
 20 information on any attempts of anything
 21 that we have done to remediate the
 22 situation other than we know that Turn Key
 23 has an invoice dated nine days ago to do
 24 the work.
 25 MS. HARTMAN: That's just as much

Item #2.

1 as I know.
 2 BZA MEMBER: Okay.
 3 MR. KOUDELA: Okay. Any other
 4 questions?
 5 Okay. So, Mr. O'Brien, what are
 6 you asking for? How many days? Do you
 7 want to put a date on it? Like the last
 8 one?
 9 MR. O'BRIEN: What --
 10 MR. KOUDELA: Sure, go ahead.
 11 MR. O'BRIEN: -- we're doing is we
 12 can put the same date on it. It's February
 13 in Cleveland, Ohio, I believe we are coming
 14 up on a stretch of cold weather right now.
 15 As it is snowing today, and I believe it's
 16 supposed to be below freezing coming up
 17 this weekend, I would anticipate though,
 18 even the weather in Cleveland, there should
 19 be a day in the next -- in the next let's
 20 say four weeks that this should be able to
 21 be fixed.
 22 So, I would ask for an extension
 23 to the middle of March; let's say March
 24 15th to complete this repair.
 25 BZA MEMBER: And again, so I'm

1 sorry, I want to confirm you are asking for
 2 an extension until March 31st with no
 3 attempt to temporary repairs in the
 4 meantime?
 5 MR. O'BRIEN: They will -- they
 6 will do whatever -- I think we can have --
 7 we can have Justin or another crew go up
 8 there and take a look inside the apartment.
 9 Again, it's not my understanding that this
 10 is water pouring into the unit, these are
 11 --
 12 BZA MEMBER: Right.
 13 MR. O'BRIEN: We can go up there
 14 and see what can be done, we can offer to
 15 have these tenants relocated or --
 16 BZA MEMBER: A reasonable time to
 17 relocate someone for roofing repair that
 18 is -- I mean, based on these pictures, it's
 19 not recent, right? This is not a recent
 20 issue that we would want to move someone
 21 for --
 22 MR. O'BRIEN: And it's not an
 23 issue that my client had any knowledge of
 24 until Mr. Brennan filed this Violation
 25 Notice at the end of January.

260

1 MR. KOUDELA: Mr. -- sorry.
 2 BZA MEMBER: No, I'm good. I'm
 3 good.
 4 MR. KOUDELA: Mr. Brennan, you,
 5 you mentioned August in an elevator?
 6 MR. BRENNAN: Yes.
 7 MR. KOUDELA: What was that in
 8 regards to? Was that the initial complaint
 9 that you heard about this event?
 10 MR. BRENNAN: Yes, from the
 11 tenant.
 12 MR. KOUDELA: Okay. So, that was
 13 the initial complaint, and, to the best of
 14 your knowledge, Shoregate Towers knew about
 15 the leaking and the issues in Unit 1250?
 16 MR. BRENNAN: Correct.
 17 MR. KOUDELA: Okay.
 18 MR. O'BRIEN: You said I was
 19 present?
 20 MR. BRENNAN: Yes, you were.
 21 MR. O'BRIEN: I don't recall the
 22 conversation, but that's okay --
 23 MR. BRENNAN: Nope --
 24 MR. O'BRIEN: -- I've got other
 25 things on my mind --

1 MR. BRENNAN: -- no, that's okay.
 2 MR. O'BRIEN: Yeah.
 3 MR. BRENNAN: It was the day that
 4 we were doing --
 5 MR. O'BRIEN: I remember being
 6 there with you.
 7 MR. BRENNAN: What's that?
 8 MR. O'BRIEN: I remember being
 9 there with you and Justin --
 10 MR. BRENNAN: Yes, in the
 11 elevator.
 12 MR. O'BRIEN: -- but I don't
 13 recall -- I don't recall anybody saying
 14 that they had a problem with the ceiling in
 15 their unit.
 16 MR. BRENNAN: Danny pulled out his
 17 phone and showed you pictures.
 18 MR. O'BRIEN: Okay. Yeah.
 19 BZA MEMBER: Okay.
 20 MR. O'BRIEN: It's not the only
 21 time I [unintelligible] people.
 22 MS. LANGRAF: Mr. Hill.
 23 MR. HILL: Was there any attempt
 24 last week -- you said you were waiting for
 25 a nice day in the winter. Was there any

1 attempt to get them to come out on e
 2 of the 55 degree days last week so they
 3 could come out?
 4 MS. HARTMAN: So, the gentleman's
 5 name is Jesse that works for the company
 6 and he came out and he checked to -- like,
 7 the spots to see, obviously, so he can give
 8 us the grand total of what it would be.
 9 So, that's when he gave us this and said
 10 what day he would be able to come out.
 11 MR. HILL: And he didn't cover it?
 12 I mean, you guys were hiring him, I guess,
 13 so, he didn't try covering it, trying to --
 14 MS. HARTMAN: That's as far as I
 15 know, I am so sorry.
 16 MR. HILL: -- secure the area.
 17 MR. KOUDELA: But he was able to
 18 gain access to the roof?
 19 MS. HARTMAN: Justin gave him
 20 access to the roof.
 21 MR. KOUDELA: So, Justin can gain
 22 access to that one?
 23 MS. HARTMAN: I don't know if he
 24 went in the unit, I just know that he was
 25 able to go up to the roof.

1 MR. KOUDELA: Okay.
 2 MR. O'BRIEN: You don't know if
 3 he's a salesman or a repairman, do you?
 4 MS. HARTMAN: Jesse?
 5 MR. O'BRIEN: Yeah.
 6 MS. HARTMAN: He is a repairman.
 7 MR. O'BRIEN: Okay. All right.
 8 MR. KOUDELA: Anything else?
 9 Okay. So Ms. Langraf, is this the
 10 same --
 11 MS. LANGRAF: Hold on a second.
 12 Do you have anything else to add?
 13 MR. O'BRIEN: No. I said my --
 14 essentially my same arguments would be the
 15 same for the two motions.
 16 MS. LANGRAF: Okay. So, you are
 17 asking for a general appeal of all of the
 18 cited violations, right?
 19 MR. O'BRIEN: Yeah. So, the first
 20 motion would be that -- that all the -- the
 21 violation notices are --
 22 MS. LANGRAF: Just a general
 23 appeal that --
 24 MR. O'BRIEN: -- a general appeal
 25 saying that they are not consistent with

1 the Code -
 2 MS. LANGRAF: Okay.
 3 MR. O'BRIEN: -- and therefore
 4 they should be disregarded by this Board --
 5 MS. LANGRAF: And then the --
 6 MR. O'BRIEN: -- there should be
 7 an additional amount of time to make the
 8 repairs until March 15th, because the
 9 amount of time on the circumstances is
 10 unreasonable. So, we're asking for March
 11 15th to complete these repairs, fix
 12 everything within his suite.
 13 MS. LANGRAF: Okay.
 14 MR. KOUDELA: And actually, Ms.
 15 Langraf, did Mr. O'Brien, I thought you
 16 said that number one, the missing
 17 electrical outlet wasn't a big deal --
 18 MR. O'BRIEN: I believe that's the
 19 --
 20 MR. KOUDELA: You weren't here for
 21 that, that was your first statement.
 22 MR. O'BRIEN: I believe that was a
 23 maintenance issue, but that's covered in
 24 the first part of the [unintelligible].
 25 MS. LANGRAF: It would be covered

1 in the extension as well, is that what
 2 you're asking for as well?
 3 MR. O'BRIEN: It can be fixed
 4 tomorrow. I mean, if it's not -- it'll be
 5 fixed.
 6 MS. LANGRAF: All right. So, it's
 7 going to be a general appeal of all of the
 8 Property Maintenance Code violations
 9 referenced in January 21st, 2024 citation,
 10 so, you'll vote on that.
 11 And then the second motion would
 12 be for an appeal on the Applicant's request
 13 for an extension of time.
 14 MR. KOUDELA: To March 15th,
 15 correct?
 16 MS. LANGRAF: To March 15th to
 17 repair the stated violations.
 18 BZA MEMBER: Is this going to be
 19 five motions?
 20 MS. LANGRAF: Two motions.
 21 BZA MEMBER: One motion for
 22 general appeal of all three --
 23 MS. LANGRAF: Just -- one second.
 24 It's one Property Maintenance Notice, and
 25 the first is going to be an appeal just

1 generally that -- that the Applicant
 2 believes the Property Maintenance Code is
 3 not appropriately applied and there's a
 4 violation, and then secondly, that they
 5 want to extension of time.
 6 BZA MEMBER: Got it.
 7 MR. KOUDELA: Okay. Would
 8 somebody like to make a motion in Case
 9 Number 24-2?
 10 BZA MEMBER: Mr. Chairman? I'd
 11 like to make a motion in Case 24-2. This
 12 is Shoregate Towers, NS, LLC, Lemma
 13 Getachew and Guenet Indale 30901 Lakeshore
 14 Boulevard, seeking to grant an appeal of
 15 again the aforementioned, Shoregate Towers
 16 NS, LLC, Lemma Getachew and Guenet Indale,
 17 for the violation dated 1/23/24 in
 18 Apartment 1250 of the East Building
 19 according to Property Code 605.1, 305.3,
 20 and 304.7.
 21 MR. KOUDELA: Okay. Thank you.
 22 Can I get a second, please?
 23 MS. CLARKE: I second.
 24 MR. KOUDELA: Ms. Clark, thank
 25 you.

1 Roll call?
 2 MADAM SECRETARY: Mr. Koudela?
 3 MR. KOUDELA: No.
 4 MADAM SECRETARY: Mr. Flaisig?
 5 MR. FLAISIG: No.
 6 MADAM SECRETARY: Mr. Yarletts?
 7 MR. YARLETTS: No.
 8 MADAM SECRETARY: Mr. Hill?
 9 MR. HILL: No.
 10 MADAM SECRETARY: Ms. Clarke?
 11 MS. CLARKE: No.
 12 MR. KOUDELA: Okay. Can I get a
 13 -- does someone want to make a motion for
 14 the second extension of March 15th, please?
 15 BZA MEMBER: Mr. Chairman, I'd
 16 like to make a motion in Case 24-2
 17 Shoregate Towers NS, LLC, Lemma Getachew
 18 and Guenet Indale at 30901 Lakeshore
 19 Boulevard, seeking an -- seeking to grant
 20 an appeal of, again, Shoregate Towers, NS,
 21 LLC, Lemma Getachew and Guenet Indale to
 22 the violation dated 1/23/24. This is for
 23 Apartment 1250 East Building with Property
 24 Management Code 605.1, 305.3, 304.7,
 25 seeking to extend the compliance date to

1 March 15th of 2024.
 2 MR. KOUDELA: Okay. Thank you.
 3 Can I get a second?
 4 MR. YARLETTS: I'll second.
 5 MR. KOUDELA: Thank you, Mr.
 6 Yarletts.
 7 And roll call.
 8 MADAM SECRETARY: Mr. Koudela?
 9 MR. KOUDELA: No.
 10 MADAM SECRETARY: Mr. Flaisig?
 11 MR. FLAISIG: No.
 12 MADAM SECRETARY: Mr. Yarletts?
 13 MR. YARLETTS: No.
 14 MADAM SECRETARY: Mr. Hill?
 15 MR. HILL: No.
 16 MADAM SECRETARY: Ms. Clarke?
 17 MS. CLARKE: No.
 18 MR. KOUDELA: Okay. Mr. O'Brien
 19 Board of Zoning Appeals is going to
 20 recommend that at the next council meeting
 21 to deny both of your appeals for 24-2.
 22 MR. O'BRIEN: Okay.
 23 MR. KOUDELA: I'd recommend you go
 24 that council meeting as well, all right?
 25 MR. O'BRIEN: And we -- we'll get

1 notice of this today?
 2 MS. LANGRAF: A written notice of
 3 the meeting?
 4 MR. O'BRIEN: Of this -- of a
 5 written notice of the Board
 6 MS. LANGRAF: A what?
 7 MR. O'BRIEN: We'll receive a
 8 written notice of this Board.
 9 MS. LANGRAF: A written notice of
 10 this Board of what?
 11 MR. O'BRIEN: About the issues of
 12 [unintelligible].
 13 MS. LANGRAF: He's going to type
 14 them up.
 15 MR. O'BRIEN: Yeah. And it'll be
 16 mailed to me?
 17 MS. LANGRAF: Sure.
 18 MR. O'BRIEN: Or emailed to me?
 19 MS. LANGRAF: Sure.
 20 MR. O'BRIEN: Thanks. All right.
 21 Thank you.
 22 MR. KOUDELA: All right. Thank
 23 you.
 24 Okay. Any old business we need to
 25 discuss?

1 BZA MEMBER: No.
 2 MR. KOUDELA: Any new business?
 3 All right. Someone want to make a
 4 motion to adjourn?
 5 MR. YARLETTS: Mr. Chairman, I'd
 6 like to make a motion to adjourn.
 7 MR. KOUDELA: Can I get a second?
 8 MR. HILL: Second.
 9 MR. KOUDELA: Thank you, Mr. Hill.
 10 Roll call.
 11 MADAM SECRETARY: Mr. Koudela?
 12 MR. KOUDELA: Aye.
 13 MADAM SECRETARY: Mr. Flaisig?
 14 MR. FLAISIG: Aye.
 15 MADAM SECRETARY: Mr. Yarletts?
 16 MR. YARLETTS: Aye.
 17 MADAM SECRETARY: Mr. Hill?
 18 MR. HILL: Aye.
 19 MADAM SECRETARY: Ms. Clarke?
 20 MS. CLARKE: Aye.
 21 MR. KOUDELA: Okay. Meeting
 22 adjourned at 8:46. Thank you.
 23
 24
 25

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 2
 3 C E R T I F I C A T E
 4
 5 I, Brian Kuebler, a Notary Public within
 6 and for the State of Ohio, do hereby certify that
 7 I attended the foregoing meeting in its entirety,
 8 that I wrote the same in stenotypy, and that this
 9 is a true and correct transcript of my
 10 computer-aided notes.
 11 IN WITNESS WHEREOF, I have hereunto set my
 12 hand and seal of office, at Cleveland, Ohio, this
 13 11 day of MARCH A.D. 2024.
 14
 15
 16 *Brian Kuebler* - Electronic Signature
 17 _____
 18 Brian Kuebler, Notary Public, State of Ohio
 19 My commission expires June 12, 2027
 20
 21
 22
 23
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 25

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File Attachments for Item:

3. Case 24-3 Roger Earley

APPLICATION FOR VARIANCE
WILLOWICK BOARD OF ZONING APPEALS

Item #3.

NAME OF PROPERTY OWNER:

Roger Earley

ADDRESS:

829 Bayridge Blvd.

PHONE:

440-622-1011

NAME OF APPLICANT
IF DIFFERENT FROM OWNER:

ADDRESS:

PHONE:

REASON AND JUSTIFICATION FOR REQUEST:

my neighbor has a very vicious dog, a german shepherd
when we are out and the dog is out it jumps on the fence and
it barks like it wants to bite us.

DATE: 4-5-24

SIGNED: Roger Earley
APPLICANT

FOR OFFICE USE ONLY

CASE NO. 24-3

PROPERTY ZONED FOR
(STATE DISTRICT):

Single family

APPLICABLE SECTION OF
CODIFIED ORDINANCES:

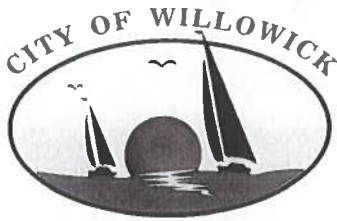
1165.04(c)

VARIANCE SOUGHT:

6' high solid fencing on left side property line.
(Homeowner wants to install 76ft. of 6' high
solid fencing-vinyl)

Pursuant to Section 1169.05(b) of the Codified Ordinances, a check in the amount of \$150.00 made payable to the City of Willowick, together with a drawing showing where the requested variance will be located and all measurements of same, must accompany this request for variance. All pertinent information must be submitted to the building department no later than 3 weeks prior to the meeting date, which is the second Wednesday of each month.

Meeting 7:30 pm 4/10/24 at 30435 Lakeshore Blvd. City Hall Council Chambers, 2nd floor.



BUILDING DEPARTMENT
31230 VINE ST
WILLOWICK OH 44095
PHONE: 440-516-3000
FAX: 440-585-3776
EMAIL: sbrennan@cityofwillowick.com

Roger Earley
829 Bayridge
Willowick Oh 44095

RE: PERMIT APPLICATION AT: 829 Bayridge

DEAR SIR AND / OR MADAM:

THIS LETTER IS TO INFORM YOU THAT YOUR BUILDING PERMIT APPLICATION WAS DENIED FOR THE FOLLOWING REASON (S) :

1165.04 BARBED WIRE, ELECTRIC AND STOCKADE FENCES. (c) Solid type fences shall be prohibited with the exception of any style fence with a minimum of a one-quarter inch opening between picket panels.

Variance Needed

- 1) 6ft high solid fencing on left side property line.

* Home owner wants to install 76 feet of 6 foot high solid vinyl fencing.

IF YOU WISH TO APPEAL THIS RULING, AN APPLICATION FOR THE BOARD OF ZONING APPEALS CAN BE OBTAINED AT THE WILLOWICK BUILDING DEPARTMENT. THE BOARD OF ZONING APPEALS MEETS THE SECOND WEDNESDAY OF EVERY MONTH AT CITY HALL, 30435 LAKE SHORE BLVD. , UPSTAIRS IN COUNCIL CHAMBERS AT 7:30 PM. APPLICATIONS MUST BE RECEIVED THREE (3) WEEEEKS PRIOR TO THE DATE OF THE MEETING.

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

Sean Brennan

SEAN BRENNAN

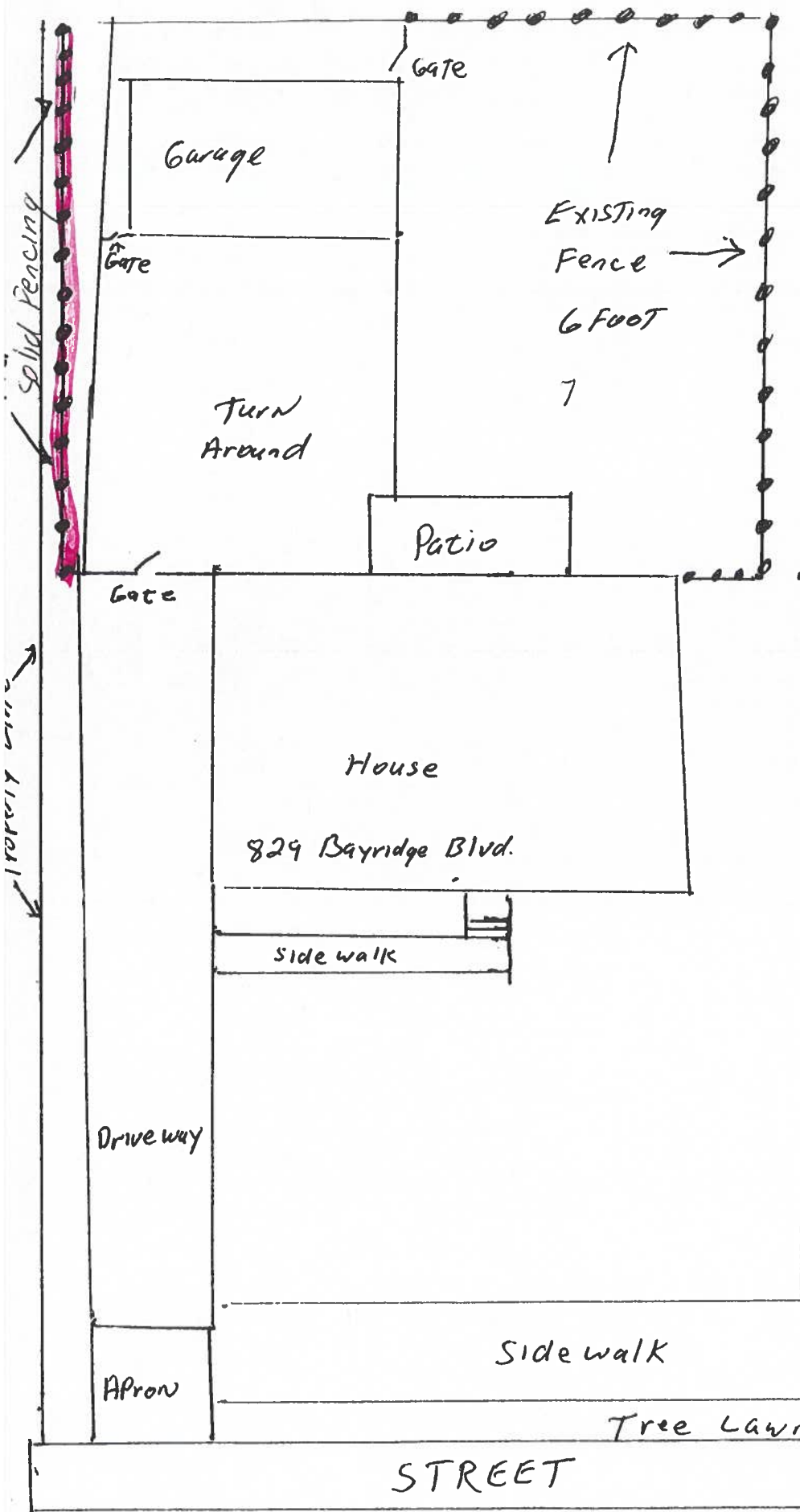
CHIEF HOUSING AND ZONING INSPECTOR

Roger Earley

4-5-24

APPLICANTS SIGNATURE

DATE



Replace ~~4 foot vinyl~~
 Picket Fence with
 6' FOOT Privacy Fence
 76 Feet in length