IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

Michael M. DeBlasis
8798 Constance Ave.
Cincinnati, OH 45231

Lindsay A. DeBlasis fka Lindsay Conrad
8798 Constance Ave.
Cincinnati, OH 45231

Plaintiffs,

vs.

Vinebrook Homes Property Management Company, LLC
c/o Statutory Agent
C T Corporation System, Statutory Agent
4400 Easton Commons Way, Suite 125
Columbus, OH 43219

VineBrook Homes Trust, Inc.
300 Crescent Court, Suite 700
Dallas, TX 75201

NREA VB IV LLC
300 Crescent Court, Suite 700
Dallas, TX 75201

Defendants.

CASE NO. ______________

CLASS ACTION COMPLAINT FOR VIOLATION OF O.R.C. 5321.01, ET SEQ., FRAUD, UNJUST ENRICHMENT, and CONVERSION
(Jury Demand Endorsed Hereon)

Plaintiffs Michael and Lindsay DeBlasis (together "DeBlasis" or "Plaintiffs"), individually and on behalf of all other similarly situated persons and entities, upon personal knowledge of facts pertaining to themselves and upon information and belief as to all other matters, by and through the undersigned counsel, hereby file their Class Action Complaint against Defendants Vinebrook Homes Property Management Company, LLC, Vinebrook Homes Trust, Inc., NREA VB IV LLC ("VB") (together "the Vinebrook Group" or "Vinebrook" or "Defendants") and allege as follows:

PARTIES

1. Plaintiffs Michael and Lindsay DeBlasis were tenants in residential rental property located in Hamilton County, Ohio, owned and managed by the Vinebrook Group. From July 2016 until July 2021, they rented a single-family residence located at 4410 Simpson Avenue, Cincinnati, Ohio 45227 ("the Premises").

2. Defendant Vinebrook Homes Property Management Company, LLC is a domestic limited liability company that operates and/or owns thousands of residential rental properties throughout Ohio, including properties in Cincinnati, Columbus, and Dayton.

3. Defendant Vinebrook Homes Trust, Inc. is incorporated in Maryland and owns NREA VB IV LLC and other limited liability companies throughout Ohio that own and manage residential real estate in Ohio.

4. Defendant NREA VB IV LLC ("VB"), is a Delaware limited liability company that owns residential rental properties throughout Ohio.

5. Beginning in July 2016, Plaintiffs occupied the Premises owned by VB and managed by Vinebrook Homes Property Management Company, LLC, authorized agent of VB with regard to the management, maintenance, and rental of the Premises. Throughout their tenancy at the Premises, Plaintiffs entered into a series of one-year leases with the Vinebrook Group.

JURISDICTION AND VENUE

6. The Court has jurisdiction over Plaintiffs' claims because the claims arose under Ohio statute.

7. This Court is the proper venue for the action because the events took place in Hamilton County; Plaintiffs are residents of Hamilton County; and Defendants conduct substantial business in Hamilton County.

8. The damages of Plaintiffs and putative Class members under each count of this Complaint exceed $25,000.

INTRODUCTION

9. VineBrook Homes Trust, Inc. began operating in the Greater Cincinnati housing market in 2018. Prior to that, contributing members of the VineBrook Homes Trust, Inc. owned and rented residential real estate properties in Ohio, Kentucky, and Indiana, including VineBrook Homes Property Management Company, LLC. Since 2018, the Vinebrook Group has amassed an enormous portfolio of residential properties in the Greater Cincinnati, Dayton, and Columbus areas. Vinebrook owns more residential properties in Cincinnati than it does in any other city, followed by Dayton, and Columbus.

10. As of June 30, 2022, the Vinebrook Group owned 3,164 residential rental units in the Cincinnati market area with an occupancy rate of 91.2%; 2,839 residential rental units in the Dayton market area with an occupancy rate of 89%; and 1,553 residential rental units in the Columbus market area with an occupancy rate of 91.6%.[1]

11. As of the end of 2021, the Vinebrook Group had real estate assets totaling $1.5 billion, including 15,787 residential rental units across 16 states.

12. Cincinnati is home to an exceptionally large population who rent residential properties. The City has one of the highest per capita populations of renters in the United States: 62% of all households in Cincinnati are rental properties.[2] The Vinebrook Group owns 73% of properties listed in the Port of Greater Cincinnati Development Authority's database.[3] By virtue

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[1] August 2022 Quarterly Report of VineBrook Homes Trust, Inc, at 31.

[2] *"Cincinnati once again leads nation for fastest pace of rent hikes,"* The Enquirer, September 21, 2022

[3] *"Keep Out – As institutional investors snap up single-family homes across Hamilton County, housing advocates scramble to stabilize the market,"* Cincinnati Business Courier, January 28, 2022

of its ownership of approximately three-fourths of the residential rental properties in Cincinnati, the Vinebrook Group dominates the residential rental market.

13. The Vinebrook Group's dominance in Cincinnati's residential rental market has resulted in soaring rents for tenants. Between August 2021 and August 2022, the cost of rental units in Cincinnati increased by 25.8%, which is among the highest rent increases in the United States during that period. In the month of June 2022 alone, the median rent for residential tenants in Cincinnati increased 39%.[4]

14. Despite increasing its rental rates in this manner, it took a lawsuit filed by the City of Cincinnati to force the Vinebrook Group to pay more than $500,000 in unpaid fines for repeated violations of the Cincinnati Municipal Code due to their widespread neglect of their residential properties.

15. In July 2021, the City of Cincinnati sued the Vinebrook Group for allowing their properties to fall into a state of disrepair through neglectful ownership practices and widespread failure to properly maintain properties in compliance with the Cincinnati Municipal Code, thereby causing blight in the neighborhoods where their properties are located. The Complaint alleged that the Vinebrook Group owed the City of Cincinnati $600,000 in unpaid fines for neglect.

16. One month later, in August 2021, the Vinebrook Group reached a settlement with the City of Cincinnati whereby it agreed to pay $536,000 of the unpaid fines in exchange for dismissal of the lawsuit.

17. Despite operating in the Greater Cincinnati area since only 2018, the Vinebrook Group has become known for predatory business practices that include: monopolizing the local housing market, contributing to urban blight and crime through widespread neglect of their

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[4] *"Cincinnati once again leads nation for fastest pace of rent hikes,"* The Enquirer, September 21, 2022

properties, unsafe living conditions for tenants, price-gouging rental fees, and having a corrosive effect on people's ability to achieve home ownership.[5]

STATEMENT OF FACTS

18. Between July 2016 and July 2020, Plaintiffs entered into a series of one-year Vinebrook Homes Lease Agreement(s) (the "Lease"), under which the Plaintiffs were Lessees and the Vinebrook Group were collectively Lessor. All of the Leases were drafted by the Lessor and were substantively identical. A copy of one of the Leases is attached as Exhibit A.

19. By information and belief, during the last five years, the Vinebrook Group has used a standardized Lease for residential tenants in the residential real estate **m**arket areas of Cincinnati, Dayton, and Columbus with terms similar or identical to those in the Lease.

20. By information and belief, Vinebrook Homes Property Management Company, LLC is identified as the Lessor in the standardized Leases for residential tenants in the Greater Dayton and Columbus areas, as well as in the Greater Cincinnati area.

21. Pursuant to Section 7 of the Lease, the Vinebrook Group required DeBlasis and putative Class members to pay a non-refundable "fee" each month throughout their tenancies. The Vinebrook Group characterized it as a "Property Administration Fee" that was "being assessed to help Lessor pay for the costs associated with maintenance, repairs, and damages to the property based by natural and unnatural events along with general use of the property." The monthly fee is "non-refundable." DeBlasis' "Property Administration Fee" was $10 per month. See Exhibit. A.

22. The "Property Administration Fee" is specifically distinguished from rent in the Lease and is due with and in addition to rent on the first day of each month as part of "monthly

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[5] *"Our forgotten Neighborhoods: Colerain's Northbrook,"* The Enquirer, December 12, 2018; *"They want to make everybody a renter,"* The Enquirer, July 13, 2022

charges." Failure to pay the "Property Administration Fee" on the first day of the month can result in a late charge of $50 pursuant to Section 6.3 of the Lease.

23. The "Property Administration Fee" exacts funds from DeBlasis and putative Class members to pay for "damages to the property" that do not exist.

24. The "Property Administration Fee" exacts funds from DeBlasis and putative Class members to pay for "damages to the property" that are not documented or known to exist at the time payment of the fee is made.

25. The "Property Administration Fee" exacts funds from DeBlasis and putative Class members to pay for damages to the property attributed to their "general use of the property."

26. The "Property Administration Fee" exacts funds from DeBlasis and putative Class members to pay for damages to the property attributed to "natural events."

27. Pursuant to Section 11.1 of the Lease ("Insurance"), the Vinebrook Group is financially responsible for minor, repairable damage to the property caused by natural events, such as a thunderstorm or fire, that do not arise from the actions or negligence of the tenant, tenant's family, employees, guests, or others.

28. The "Property Administration Fee" exacts funds from DeBlasis and putative Class members for damages attributed to "general use of the property," which is a depreciation expense caused by reasonable wear and tear that is the financial responsibility of the Vinebrook Group.

29. Pursuant to Section 13.6.3.3 of the Lease and Ohio law, DeBlasis and putative Class members are financially responsible only for those necessary repairs to the property that go beyond normal wear and tear depreciation.

30. Pursuant to Section 11.8 ("Move-Out") of the Lease and Ohio law, upon vacating the property, DeBlasis and putative Class members are to return the property in the same or better

condition as it was at the beginning of the tenancy, excepting any depreciation due to reasonable wear and tear.

31. The "Property Administration Fee" exacts funds from DeBlasis and putative Class members to pay for maintenance costs that are the financial responsibility of the Vinebrook Group.

32. Pursuant to Section 12.2 of the Lease ("Maintenance Costs") and Ohio law, the Vinebrook Group are solely responsible for making all reasonable and necessary repairs to put and keep the property in a fit and habitable condition.

33. Pursuant to Section 12.2 of the Lease ("Maintenance Costs") and Ohio law, the Vinebrook Group are solely responsible for maintaining in safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air-conditioning fixtures and appliances supplied or required to be supplied by the Vinebrook Group.

34. The "Property Administration Fee" forces DeBlasis and putative Class members to pay for speculative damages to the property during each month of tenancy, then pay again for alleged actual damages through the security deposit after the termination of the tenancy.

35. Section 5 of the Lease acknowledges that DeBlasis deposited with the Vinebrook Group a Security Deposit in the amount of $900 to be held for "observance and performance" of the Lease. See Exhibit A.

36. Upon information and belief, putative Class members provided a security deposit pursuant to Section 5.

37. During the entirety of their occupancy, DeBlasis performed each and every duty required of them under the Lease timely and in full.

38. At no time during their occupancy did the Vinebrook Group notify DeBlasis of any violation or breach of the Lease or any provision of law.

39. Upon termination of their final Lease, DeBlasis removed their possessions from the Premises, removed all trash and other objects, cut the grass, weeded the yard, cleaned the entire Premises, including pressure washing the patio, returned all keys, and left the Premises in better condition than when they began occupancy five years earlier, but for ordinary and reasonable "wear and tear" over their five years of occupancy.

40. DeBlasis provided the Vinebrook Group with a forwarding address for return of the Security Deposit, as required under Section 5 of the Lease.

41. Upon termination of the final Lease, the Vinebrook Group held a $900 Security Deposit and had received $600 in "Property Administration Fees" from DeBlasis pursuant to Section 7 ("Property Administration Fee").

42. DeBlasis also paid an additional $25 pet fee each month for their dog as a "monthly premium" pursuant to Section 8.1 ("Pet Rent"), as well as a non-refundable pet fee of $150 for the "sole privilege" of having a pet upon the property pursuant to Section 8.2 ("Non-Refundable Pet Fee").

43. The Vinebrook Group made false, deceptive, unreasonable, and excessive deductions from the $900 Security Deposit and then issued to DeBlasis a refund check in the amount of $35.16. The Vinebrook Group never credited to DeBlasis the $600 paid as "Property Administration Fee."

44. DeBlasis and putative Class members never received credit or a refund of "Property Administration Fee" amounts that the Vinebrook Group charged for "… maintenance, repairs, and damages…" throughout their tenancies. The result was that DeBlasis and putative Class members paid twice for any damages through the withholding from their security deposits and the mandatory "Property Administration Fee."

45. In an attempt to stifle lawsuits against them, the Vinebrook Group placed a restrictive indorsement on refund checks for security deposits issued to DeBlasis and putative Class members, to wit: "Payment in Full Accord & Satisfaction of all Claims[.]" DeBlasis have not indorsed or cashed the refund check issued to them.

46. DeBlasis and putative Class members received no accounting for amounts they paid as "Property Administration Fee" that showed whether and how those funds were used for the purposes set forth in Section 7.

CLASS ACTION ALLEGATIONS

47. Plaintiffs bring this action, pursuant to Civ.R. 23, on behalf of themselves and a putative Class of persons similarly situated in Ohio to remedy the ongoing unlawful, fraudulent, unfair and/or deceptive business practices alleged herein, and to seek redress on behalf of all those persons similarly situated and harmed thereby.

48. The proposed Class is defined as all persons who:

a. Rented residential real estate from the Vinebrook Group in Ohio during the period from July 2016 through the present;

b. Deposited a security deposit with the Vinebrook Group;

c. Paid a monthly, non-refundable "Property Administration Fee" to the Vinebrook Group; and

d. Received no credit for or refund of their monthly payments of the "Property Administration Fee" after vacating the Vinebrook premises;

49. The putative Class is so numerous that joinder of all members would be impracticable; the exact size of the proposed Class, the identity of the members, and the amounts of the claims of the members are readily ascertainable from Defendants' business records. Given

the number of rental residential units owned by the Vinebrook Group in Ohio, the Class includes thousands of former tenants.

50. There is commonality of interest between Plaintiffs and members of the putative Class in that there are questions of law or fact common to Plaintiffs and members of the putative Class that predominate over questions affecting only individuals. Common questions of law or fact include:

a. Whether putative Class members rented residential real estate from the Vinebrook Group during the relevant time period and signed a standardized lease;

b. Whether putative Class members provided security deposits to the Vinebrook Group;

c. Whether putative Class members paid a monthly "Property Administration Fee" during the term of their tenancies;

d. Whether the "Property Administration Fee" was an improper non-refundable fee;

e. Whether the Vinebrook Group should have credited payments of the "Property Administration Fee" to putative Class members security deposits and/or returned the "Property Administration Fee" following termination of the lease;

f. Whether the Vinebrook Group credited putative Class members for their "Property Administration Fee" payments upon termination of their tenancies.

51. Plaintiffs' interests are typical of those of the Class they seek to represent. Like putative Class members, Plaintiffs paid a monthly "Property Administration Fee," but received no credit to their Security Deposit for those payments upon termination of their final Lease. Plaintiffs will fairly and adequately represent the interests of the putative Class.

52. Plaintiffs are represented by counsel competent and experienced in consumer protection, landlord-tenant law, and class action litigation.

53. A class action is superior to other methods for the fair and efficient adjudication of this controversy: the damages suffered by each individual Class member may be relatively small compared to the expense and burden of individual litigation, making it impracticable and economically infeasible for putative Class members to seek redress individually.

54. The prosecution of separate actions by the individual Class members, even if possible, would create the risk of inconsistent, incomplete, or varying adjudications with respect to individual Class members against Defendants, and may establish incompatible standards of conduct for Defendants as to the applicability of the "Property Administration Fee."

COUNT ONE: VIOLATION OF R.C. 5321.01, ET SEQ.

55. Plaintiffs incorporate all of the foregoing allegations as if fully re-written herein.

56. Defendants violated Revised Code § 5321.04(A)(2) and § 5321.04(A)(4) by charging Plaintiffs and putative Class members for the costs of making repairs, keeping the property in a fit and habitable condition, and maintaining the property in good and safe working order, including electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances.

57. Defendants violated Revised Code § 5321.06 by including terms, conditions, and/or provisions in the lease agreements that were inconsistent with and/or prohibited by Chapter 5321 of the Ohio Revised Code because Defendants allocated to Plaintiffs and putative Class members financial responsibility for repairs and maintenance costs that were the financial responsibility of Defendants under § 5321.04 and § 5321.13.

58. Defendants violated Revised Code § 5321.13(D) by including terms, conditions, and/or provisions in the rental agreement that exculpated, limited, and/or indemnified Defendants for liabilities or related costs concerning liabilities that were the sole responsibility of Defendants under Ohio law, including those due to regular maintenance to keep the property in a fit and habitable condition, damage from natural events, and/or Plaintiffs' and putative Class members' general and reasonable use of the property.

59. Defendants violated Revised Code § 5321.16(B) by failing to credit Plaintiffs and putative Class members for security deposits, including credit for "Property Administration Fee" payments for "… maintenance, repairs, and damages to the property based by unnatural and natural events."

60. Defendants violated Revised Code § 5321.16(B) by failing to return to Plaintiffs and putative Class members proper amounts of their security deposits because Defendants failed to account for ordinary and reasonable wear and tear. Defendants violated Revised Code § 5321.16(B) by charging Plaintiffs and putative Class members non-refundable "Property Administration Fees" for reasonable wear and tear during the course of their leases.

61. As a result of Defendants' actions or omissions described herein, Plaintiffs and the members of the putative Class have been damaged in the actual amount of Defendants' overcharges.

62. As a result of Defendants' violation of Revised Code § 5321.16(B), Plaintiffs and members of the putative Class are entitled to an award of damages in the amount provided in Revised Code § 5321.16(B).

63. Defendants violated Revised Code § 5321.18 by failing to include in the lease agreements between Plaintiffs, putative Class members and Defendants the name and address of

the owner of the property and the name and address of the owner's agent, including the principal place of business in the county in which the residential property is situated or, if there is no place of business in such county, then its principal place of business in Ohio, including the name of the person in charge thereof.

64. Due to Defendants' dominance of the residential real estate market in Plaintiffs' and putative Class members' areas of residence, the lease agreements were contracts of adhesion because there was an absence of meaningful choice on their part and the parties did not meet on equal footing or share equal bargaining power as to contract terms in the lease agreements that were unreasonably favorable to Defendants.

65. Defendants violated Revised Code § 5321.14 by including and enforcing unconscionable terms in the lease agreements, e.g., the "Property Administration Fees."

COUNT TWO: FRAUD

66. Plaintiffs incorporate all of the foregoing allegations as if fully re-written herein

67. The lease agreements between Defendants and Plaintiffs and putative Class members are contracts of adhesion

68. The term "Property Administration Fee" is printed in bold face capital letters in Section 5 of the lease agreement and is followed by non-bold face standard text that memorializes the tenant's agreement to the fee and further states: the amount of the fee; the date on which the fee is due; that the fee is non-refundable and "additional" to monthly rent charges; the purpose of the "Property Administration Fee;" and, lastly, the penalties for non-payment of the fee, which can result in both a late fee of $50 and tenant's default of the lease agreement

69. Rather than for administrative purposes, the "Property Administration Fee" was assessed in order to "help Lessor" pay for costs and expenses that are solely landlord's duties under Chapter 5321 of the Ohio Revised Code.

70. At no time during the lease agreements between Defendants and Plaintiffs and putative Class members were R.C. § 5321.04, § 5321.06, § 5321.16 and all provisions thereof ever nullified or inactive or different than they are today.

71. At no time during the lease agreements between Defendants and Plaintiffs and putative Class members did Ohio law permit a landlord to transfer the landlord's statutory liabilities or duties arising under Chapter 5321 of the Ohio Revised Code to tenants.

72. When the lease agreements were sent to Plaintiffs and putative Class members for signature and/or agreement, Defendants were aware or should have been aware that Ohio law prohibited a landlord from shifting a landlord's statutory liabilities or duties arising under Chapter 5321 of the Ohio Revised Code to tenants through provisions in a lease agreement.

73. At no time during the lease agreements between Defendants and Plaintiffs and putative Class members was a landlord permitted to charge a tenant for reasonable wear and tear damages to a property due to the tenant's "general use" of the property.

74. When the lease agreements were sent to Plaintiffs and putative Class members for signature and/or agreement, Defendants were aware or should have been aware that Ohio law prohibited landlords from charging a tenant for reasonable wear and tear damages to a property due to the tenant's "general use" of the property.

75. At no time during the lease agreements between Defendants and Plaintiffs and putative Class members was a landlord permitted to charge a tenant for necessary repairs to the

property caused by "natural events" with no causal relationship to any action or inaction on the part of the tenant or any licensee of the tenant.

76. When the lease agreements were sent to Plaintiffs and putative Class members for signature and/or agreement, Defendants were aware or should have been aware that Ohio law prohibited landlords from charging a tenant for necessary repairs to the property caused by "natural events" with no causal relationship to any action or inaction on the part of the tenant or any licensee of the tenant.

77. At no time during the lease agreements between Defendants and Plaintiffs and putative Class members was a landlord permitted to charge a tenant for regular maintenance or repair costs necessary to keep the property in a fit and habitable condition.

78. When the lease agreements were sent to Plaintiffs and putative Class members for signature and/or agreement, Defendants were aware or should have been aware that Ohio law prohibited landlords from charging tenants for regular maintenance or repair costs necessary to keep the property in a fit and habitable condition.

79. At the time the lease agreements were sent to Plaintiffs and putative Class members for signature and/or agreement, Defendants were aware or should have been aware of the existence of Chapter 5321 of the Ohio Revised Code.

80. At the time the lease agreements were sent to Plaintiffs and putative Class members for signature and/or agreement, Defendants were aware or should have been aware that Ohio law prohibited the practices described in paragraphs 70, 72, 74, and 76.

81. The fact that Ohio law prohibited the practices described in paragraphs 72, 74, and 76 was a fact that was material to the transaction between Defendants and Plaintiffs and putative

Class members at the time that they entered into contractual relationships pursuant to the lease agreements.

82. Despite Ohio law explicitly prohibiting a landlord from charging a tenant for the costs described in paragraphs 72, 74, and 76. Defendants falsely represented to Plaintiffs and members of the putative Class that the monthly payments under Section 7 and prospective penalties for non-payment thereof was a "Property Administration Fee" when, in fact, the fee was to "help Lessor pay for the costs associated with maintenance, repairs, and damages to the property based by natural and unnatural events along with general use of the property."

83. Defendants' actions in misrepresenting to Plaintiffs and putative Class members that the non-refundable monthly payments under Section 7 for purposes not permitted under Ohio law was a permissible "Property Administration Fee" demonstrates malice and/or aggravated and/or egregious fraud that Defendants have authorized, participated in, and/or ratified.

84. Defendants knew or should have known that the misrepresentation was false, fraudulent, and/or that the misrepresentation was made with utter disregard and recklessness as to its truth or falsity.

85. Defendants' misrepresentation was of material fact and was made with the intent of deceiving and/or misleading Plaintiffs and members of the putative Class.

86. Defendants' misrepresentation that Plaintiffs and members of the putative Class could be lawfully charged a monthly fee for the costs described in Section 7 of the lease agreements as a "Property Administration Fee" was made with the intent of misleading Plaintiffs and members of the putative Class into relying on it.

87. Plaintiffs and members of the putative Class justifiably relied on Defendants' misrepresentation that the prohibited allocation of Plaintiffs' and putative Class members' funds

for "costs associated with maintenance, repairs, and damages to the property based by natural and unnatural events along with general use of the property" was a permissible "Property Administration Fee."

88. As a direct and proximate result of Defendants' misrepresentation, Plaintiffs and members of the putative Class have been damaged in the amounts they paid as monthly "Property Administration Fees."

89. As a direct and proximate result of Defendants' actions and omissions, Plaintiffs and members of the putative Class are entitled to punitive damages.

90. As a direct and proximate result of Defendants' actions and omissions, Plaintiffs and members of the putative Class are entitled to non-economic damages and attorney fees.

COUNT THREE: UNJUST ENRICHMENT

91. Plaintiffs incorporate all of the foregoing allegations as if fully re-written here.

92. Plaintiffs and putative Class members conferred a benefit on Defendants by virtue of Defendants' receipt and retention of funds paid by Plaintiffs and putative Class members to Defendants as "Property Administration Fees."

93. Defendants were aware of the benefit they received, and their retention of that benefit without refunds to Plaintiffs and putative Class members is manifestly unjust.

94. As a direct and proximate result of Defendants' actions or omissions, Plaintiffs and members of the putative Class have been damaged in the amounts of Defendants' overcharges and failure to refund to Plaintiffs and putative Class members amounts paid as "Property Administration Fees."

95. Defendants unjustly enriched themselves at the expense of Plaintiffs and putative Class members by forcing Plaintiffs and members of the putative Class to provide non-refundable,

monthly payments in order to "help Lessor pay for the costs associated with maintenance, repairs, and damages to the property based by natural and unnatural events along with general use of the property." Defendants retained those monies to which they were not entitled and failed to credit Plaintiffs' and putative Class members for the funds paid as "Property Administration Fees."

96. Through this conduct, Defendants acted with bad faith and malice toward Plaintiffs and putative Class members.

97. As a direct and proximate result of Defendants' actions or omissions as described in this count, Plaintiffs and members of the putative Class are entitled to compensatory and punitive damages.

COUNT FOUR: CONVERSION

98. Plaintiffs incorporate all of the foregoing allegations as if fully re-written here. Plaintiffs and members of the putative Class enjoy a right to ownership or possession of their "Property Administration Fee" payments furnished to Defendants.

99. Defendants' failure to refund the "Property Administration Fee" payments constitutes a wrongful act of dominion or control over the funds of Plaintiffs and putative Class members.

100. As a direct and proximate result of Defendants' actions or omissions, Plaintiffs and members of the putative Class have been damaged in the amount of Defendants' overcharges.

101. Defendants' actions in assessing a monthly charge to Plaintiffs and putative Class members for reasonable wear and tear through the "Property Administration Fee" assessed for "maintenance, repairs, and damages" due to "general use of the property" and Defendants' failure to account for said "Property Administration Fees" at the time contemplated by R.C. 5321.16

constitutes conversion of the funds of Plaintiffs and putative Class members, demonstrates malice or aggravated or egregious fraud that they have authorized, participated in, and/or ratified.

102. Defendants' actions in assessing a monthly charge to Plaintiffs and putative Class members for costs associated with "maintenance, repairs, and damages" due to "natural and unnatural events" demonstrates malice or aggravated or egregious fraud that they have authorized, participated in, and/or ratified.

103. Defendants' actions in assessing a monthly charge to Plaintiffs and putative Class members for costs associated with "maintenance, repairs, and damages" due to "general use of the property" demonstrates malice or aggravated or egregious fraud that they have authorized, participated in, and/or ratified.

104. As a direct and proximate result of Defendants' actions or omissions, Plaintiffs and members of the putative Class are entitled to damages for conversion of their funds.

105. As a direct and proximate result of Defendants' actions or omissions, Plaintiffs and members of the putative Class are entitled to non-economic damages, punitive damages, and attorney fees.

106. The manner in which Defendants violated their duties of good faith and fair dealing to Plaintiffs and putative Class members demonstrates that Defendants acted in bad faith and in a dishonest manner toward Plaintiffs and putative Class members.

107. As a direct and proximate result of Defendants' actions and omissions, Plaintiffs and members of the putative Class are entitled to non-economic damages and attorney fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other putative Class members, respectfully request that the Court enter an Order as follows:

(a) Certification of the Class under Civ. R. 23 as requested herein, appointment of Plaintiffs as Representative Plaintiffs and Plaintiffs' counsel as Class Counsel;

(b) Award to Plaintiffs and putative Class Members actual, consequential, and incidental damages in an amount to be determined by the trier of fact;

(c) Award to Plaintiffs and putative Class members punitive damages;

(d) Award to Plaintiffs and putative Class members twice the amount of the security deposit overcharges, pursuant to R.C. 5321.16(C).

(e) Award to Plaintiffs and putative Class members pre- and post-judgment interest on all amounts awarded;

(f) Award attorney fees, litigation expenses, and costs incurred throughout the litigation, trial, and any appeals of the case; and

(g) Grant any such other relief as the Court deems just and proper.

Respectfully submitted,

/s/ Rick D. DeBlasis

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Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs respectfully demand trial by jury for all issues so triable.

/s/ Rick D. DeBlasis

Rick D. DeBlasis (#0012992)
DEBLASIS LAW FIRM, LLC

EXHIBIT A

VINEBROOK HOMES LEASE AGREEMENT

1. PARTIES: The parties to this Lease Agreement ("Lease") are:

THIS INSTRUMENT OF LEASE WITNESSETH: That VineBrook Homes Property Management Company, LLC, a Delaware limited liability company, as the authorized agent for NREA VB IV LLC, the owner of property described in Section 2 (collectively, "Lessor"), for consideration of the rents and covenants hereinafter stipulated to be paid and performed by the following occupant(s) of the Property over the age of 18 years (collectively, "Lessee"), residing, living, co-habiting or occupying the property.

Name	Age	Email Address	Telephone No.
Lindsay Conrad	33	lindsay445@yahoo.com	
Michael DeBlasis	30	m07guitmo@gmail.com	

2. **PROPERTY AND ALLOWABLE USE:** Lessee shall use and occupy The Property as a private residence only and in a safe, sanitary, proper and careful manner. The Property, or any part thereof, shall not be used for the purpose of trades, business, or occupation, in a manner that violates any zoning or other governmental ordinances. The Property shall not be used for any unlawful purpose or illegal activity, nor for any other purpose which in the opinion of the Lessor will be detrimental to the reputation of The Property. The Property shall not be sublet nor the Lease assigned. Lessor hereby leases to the Lessee the following real property:

Property ID: 500053, Address: 4410 Simpson Ave Cincinnati, OH, 45227 in the county of Hamilton.

3. **TERM:** The term of this Lease will begin on 07/28/2019 and end on 07/27/2020 the Expiration Date a total term of 12 (the "Term") months, unless otherwise renewed or terminated under the terms of this Lease, by agreement of the Lessor and Lessee (the "Parties"), by applicable law, or otherwise as provided in this Lease.

3.1. **Move-In:** Lessor makes no express or implied warranties as to The Property's condition, except as noted in the Original Condition Report provided to Lessee upon move-in. The Lessee hereby represents that Lessee had made a full and complete examination of The Property herein leased and accepts them as they exist on the Commencement Date. The Lessor shall, in no event, and under no circumstances, be or become liable for any loss, damage, or injury to person or property which may occur to the Lessee, his family, or employees.

3.2. **Lessor's Inability to Deliver Possession:** Lessee acknowledges that if The Property is occupied by a prior tenant or occupant on the anticipated Commencement Date, Lessor will not be subject to any liability for its inability to deliver the possession of The Property to Lessee and the validity of the Lease will not be impaired, but the Commencement Date and the Expiration Date will be delayed by the number of days delivery is delayed. Notwithstanding the foregoing, if Lessor does not deliver possession of The Property to Lessee within sixty (60) days of the original anticipated Commencement Date, the Lease will terminate and be of no further force or effect, and Lessor and Lessee will have no further obligations hereunder. In the event the Lease is so terminated pursuant to this section, all prepaid monies for move-in will be returned to Lessee. Prepaid monies excludes any and all application fees.

3.3. **Lessee's Refusal to Occupy:** If Lessee refuses to occupy The Property after execution of the Lease, Lessor will have the right to retain Lessee's security deposit and any and all other amounts collected prior to Lessee's occupancy of The Property, as Lessor's damages under the Lease. The Parties agree that Lessor damages are incapable of precise calculation and result from Lessee's refusal to occupy The Property. Lessor's acceptance of Lessee's security deposit does not waive Lessor's right to exercise any other remedies available at law or under the Lease.

3.4. **Automatic Renewal or Termination:** The Lease will automatically renew on a month-to-month basis at the end of the Expiration Date unless Lessor or Lessee provides written notice of termination thirty (30) days prior to the Expiration Date. If Lessee vacates The Property without notice, Lessee will be responsible for an additional month's rent from the

Expiration date. In the notice, Lessee must provide Lessor a forwarding address and current contact information in writing before Lessee can obtain a security deposit refund. Oral notification of a Lease renewal or termination is not sufficient under any circumstances. Time is of the essence for providing notice of renewal or termination, and strict compliance with the dates by which notice must be provided is required.

3.4.1. **Renewal:** Lessor may propose renewal options to Lessee prior to the expiration of the Lease or any renewal. Lessee will be required to execute a new lease, a lease addendum or other document evidencing the renewal lease terms. If Lessee does not timely provide written notice of its election to terminate, the Lease will automatically renew on a month-to-month basis and be constructed as a tenancy from month-to-month only, and the rental rate will increase to the current market rent plus a fee of one hundred and fifty dollars ($150. 00) will apply. All other conditions, warranties, covenants, and agreements contained herein shall remain in effect after the Expiration Date and extend thru the entire month-to-month tenancy. Lessee will still be required to give a thirty (30) day notice to vacate per the provision above. Lessor will NOT accept any portion of any month's rent during the term of the Lease or during month-to-month tenancy.

3.4.2. **Holdover:** Holdover is defined as the following: (1) Lessee gives notice to vacate and continues to occupy The Property after such indicated date; or (2) Lessor gives notice of non-renewal or notice to vacate and Lessee continues to occupy The Property after such indicated date. Lessee will pay Holdover Rent as defined in this section for such holdover period and indemnify Lessor and Lessor's prospective new tenants of The Property for any damages, including, but not limited to, lost Rent, lodging expenses, costs of eviction, and attorney's fees. Holdover Rent will be set at an additional amount of 200% (or two times) monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

3.4.3. **Active Duty Military:** Should the Lessee receive notice of Permanent Change of Station Orders (PCS) requiring Lessee to vacate The Property and otherwise leave the area outside a fifty mile radius, and can produce printed verification of said Orders, Lessee must notify Lessor, in writing, at least one full rental month prior to vacating The Property. A rental month constitutes from the first day of a month to the last day of a month. The foregoing does not waive entitlement to the last month's rent, nor shall the last month be prorated, but the Lessee shall owe a full month's rent after having given the rental months' notice as set forth above. If these conditions are met completely by the Lessee, then the Lessor will waive the remaining term of the Lease. Orders discontinuing military service for any reason do not qualify as PCS orders.

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4. **OCCUPANCY OF THE PROPERTY:** All persons of legal age (18 years of age or older, who are not a dependent of the Lessee) must be signers on the Lease. All signers of the Lease will be subject to credit and criminal background checks. The only person(s) Lessee may permit to reside on The Property during the Term of this Lease are those listed as Occupants. Any changes in the number of people or names of people to occupy the unit must be reported to the Lessor for prior approval.

4.1. **Non-Living Spaces:** Lessee agrees, by initials below, that in the event The Property has a basement and / or garage, such space is not included in the rentable space, not included in any rental amount, and should not be considered living space. Any use of the basement and / or garage shall be at the Lessee's own risk. Moreover, items stored in these areas may be susceptible to damage from rain, ground water, or other moisture. Lessee agrees to be responsible for maintaining these areas properly, including using a dehumidifier in basement areas to minimize the moisture and clean up any water infiltration that might occur.

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5. **SECURITY DEPOSIT:** Lessee has deposited with the Lessor security deposit in the amount of $900.00 to be held by Lessor for observance and performance of all covenants and conditions contained herein. After Lessee's removal from The Property, deposit balance will be forwarded by Lessor within thirty days of vacating as previously described. Lessee may not designate security deposit funds as rent payment at any time during the Lease term.

6. **RENT:** Lessee will pay Lessor on a monthly basis **$1,055.00** as detailed below (collectively, "Rent") for the full Term of this Lease. Rent will be payable by Lessee without notice, demand, deduction, or offset, except as required by state law.

Charge Code	Charge Description	Amount
rent	Resident Rent	$1,020.00
petrent	Pet Rent	$25.00
propadm	Property Administration Fee	$10.00

6.1. **Due Date:** Rent is due on the first (1st) day of each month. Lessor will stringently enforce the rental due date.

6.2. **Acceptable Methods of Payment:**

6.2.1. On-line at vinebrookhomes.com

6.2.2. Personal checks, cashier's checks, or money orders, made payable to VineBrook Homes and delivered in person or via parcel service to 5550 Huber Road, Huber Heights, OH 45424.

6.2.3. Cash is NOT accepted.

6.3. **Late Rent:** A late charge of fifty dollars ($50.00) will be charged on any amount of outstanding charges not received by Lessor at:

6.3.1. 11:59 PM EST on the fourth (4th) day of the month for ONLINE payments only (per Section 6. 2. 1.)

6.3.2. 4:59 PM EST on the fourth (4th) day of the month for ALL OTHER payments (per Section 6. 2. 2.).

6.3.3. Shall the fourth (4th) day of the month fall on a weekend or Lessor recognized holiday, full amount of all charges are due by 9:00 AM EST on Lessor's next immediate business day. Lessor reserves the right to reject late rent, and late rent will not be accepted unless applicable charges are paid, including any and all fees, charges, and, if payment is made after the 19th of the month, the next month's rent charges.

6.4. **Insufficient Funds (NSF) / Return Payment Fees:** Any check not paid on the first presentation to the Lessee's bank will not be presented to Lessee's bank a second time and will result in a charge of fifty dollars ($50.00) returned payment fee. Any returned ACH and credit card payments will result in a charge of fifty dollars ($50.00) returned payment fee. Any repayment of insufficient funds checks, non-paid ACH payments and credit cards must be tendered in certified funds (cashier's check or money order).

6.5. **Certified Funds Policy:** Two insufficient funds payments will result in the loss of check writing privileges and all payments must be made in certified funds.

6.6. **Application of Payments:** Regardless of any notation on a payment, the Lessor shall apply funds received from Lessee first to any non-Rent charges, then to past-due Rent, and then to Rent then due and payable.

6.7. **Partial Payments:** The Lessor has the right to not accept partial payments of all charges due.

6.8. **Rejection of Payments:** Lessor is not obligated to accept any rent payment for any month if Lessee is indebted to Lessor for any reason whatsoever.

7. **PROPERTY ADMINISTRATION FEE:** Resident(s) hereby agrees to pay a monthly Property Administration Fee of ten dollars ($10.00). Such fee must be paid in full by the first day of each month along with other monthly charges. This fee is non-refundable and additional to the monthly rent charges. The Property Administration Fee is being assessed to help Lessor pay for the costs associated with maintenance, repairs, and damages to the property based by natural and unnatural events along with general use of the property. Failure to pay the Property Administration Fee as part of monthly charges can result in a late fee and constitutes a default under this Lease.

8. **PETS:** Lessee will permit NO pets or any animal (collectively "Pets") to reside within The Property without written consent of the Lessor being first obtained and the additional pet charges being first paid. Lessee shall initial below either to accept, meaning Lessee has animals that will reside at the residence and pay the applicable fees, or to decline, meaning Lessee will not permit animals on The Property.

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Initial to Decline	

If initialing acceptance, Lessee declares the following Pets to reside on The Property:

Name	Type	Breed	Weight	Age Color	Gender	Spayed/ Neutered
Bailey	dog	Lab hound american Bull dog mix breed	60.00	9 White red spots	Male	Yes

8.1. **Pet Rent:** Lessee to pay as an additional monthly premium of twenty-five dollars ($25.00) for each pet during the term of the Lease or as long as the Lessee occupies the unit with Pets.

8.2. **Non-Refundable Pet Fee:** Lessee to pay the amount of one hundred, fifty dollars ($150.00) for each pet must be paid in advance of any pets being permitted upon the Property. Lessee understands and agrees that this non-refundable pet fee is for the sole privilege of having a pet upon the Property regardless if the pet remains or is removed from the Property. This fee also applies to "visiting" pets and/or "house-sitting" pets. Further, Lessee understands and agrees that any damages caused by Pets are to be paid by Lessee and will be in addition to the non-refundable pet fee. The Lessee will be responsible for customary and reasonable charges for repair and/or replacement of anything damaged by Pets.

8.3. **Pet Covenants and Restrictions:**

8.3.1. Lessee will not permit Pets to disturb other residents or neighbors.

8.3.2. Lessee will not leave Pets unattended for extended periods of time.

8.3.3. Leads, chains, and / or runs are not permitted on The Property.

8.3.4. When going to and from apartment or house, Pets must be kept on a leash or carried. Pets are never to run loose on apartment or house grounds or in the neighborhood.

8.3.5. Pets should be walked away from the buildings and should be taught to "curb".

8.3.6. Lessee will clean and dispose of any and all animal waste in a proper and sanitary manner.

8.3.7. Lessee agrees that, if in the opinion of the Lessor the Pets becomes a nuisance, the Pets will be removed from The Property, or upon written notice from the Lessor, Lessee will move immediately and forfeit the security deposit.

8.3.8. Breed restrictions apply, and license veterinarian letter required prior to move in of pet for breed of pet. No Pit Bulls, American Staffordshire Terriers, Rottweilers, Doberman, Wolf Hybrid, Akita, and Chows, or any breed mix of the aforementioned will be allowed.

8.3.9. The maximum full grown weight allowed will be determined by Lessor.

9. **UTILITY SERVICES:** All necessary utilities shall be provided by the Lessee at his/her own expense, unless specified in writing by an addendum to this Lease Agreement. Lessee understand they must contact all utility companies within 72 (seventy-two) hours of the Lease Agreement Start Date to transfer all utilities necessary to establish heat and water into the Lessee name. Failure to transfer utilities in a timely manner into Lessee name will result in Lessor placing charges directly onto the Lessee ledger and the Lessee will be considered to be in violation of the Lease Agreement which will result in the Lessor exercising any and all provisions of this Lease Agreement to ensure compliance including but not limited to eviction proceedings. Lessor will not be held liable for expenses incurred if the establishment of light, heat and water are delayed due to the existence or creation of policies within the utility companies that conflict with our ability to service your residence during normal business hours.

10. **VEHICLES:** The Lessee may park vehicles in driveways, garages, designated common parking areas, or in the street against the curb adjacent to the Property. No driving or parking on lawns. Lessee further agrees not to park boats, mobile homes, trailers or any vehicle larger than a standard pick-up truck in the parking areas without the written consent of the Lessor being first obtained, nor will Lessee do any work to a vehicle which requires the removal of hood, wheels, etc. All vehicles must be properly licensed and must not be left with deflated tires for an extended time; all inoperable vehicles will be towed at owner's expense. The following vehicles are permitted to be on The Property:

Vehicle Make	Model	Color	Year	License	State
Kia	Soul	Silve grey	2012	545LQE	FL
Kia	Soul	Silve grey	2012	545LQE	FL

11. **LESSEE OBLIGATIONS TO PROPERTY MAINTENANCE:** Lessee agrees to care and keep The Property, including the patio, storage area, garage, walks, steps, lawns, and drives, and/or their contents clean and free of all obstacles, in good condition, and not to alter any of the above without prior written approval from the Lessor. Lessee shall be responsible to arrange for the cleaning and care of sidewalks, steps, drives and patio. Lessee agrees to perform trash removal as required by local trash haulers and government agencies. Lessee agrees to keep any floor and landscape drains free of trash, leaves, and / or debris. The Lessee is expected not to mar or damage walls, woodwork or painting. Lessee shall keep the bathroom properly cleaned; keep all plumbing fixtures in The Property clean; use and operate all electrical and plumbing fixtures properly; and comply with all applicable state and local housing, health, and safety codes. Lessee shall keep floors properly protected by cleaning and waxing, and properly care for the carpet by cleaning and/or steam cleaning. Lessee agrees to hang standard window coverings with neutral backings visible from the street within thirty (30) days of move in, Lessee shall close and lock windows and doors at all times; Lessee shall keep all windows clean. The Lessee is expected to properly clean and maintain all appliances and to change or clean furnace filters monthly; Lessee shall not remove and is to properly maintain in good working condition all smoke alarm batteries. Lessee is obligated to advise the Lessor of defects in common areas as well as within their Property, in writing, in a timely fashion. Any small cost repair is the responsibility of the Lessee. Lessee may call any item in as a service call, and, if it is determined the charge is to be borne by the Lessee, the Lessor may charge the Lessee for the repair.

11.1. **Insurance:** Lessee acknowledges that Lessor maintains no insurance coverage for Lessee's personal property. Lessor strongly recommends Lessee secure renter's insurance for the coverage of loss or damage to personal property. If The Property is partially destroyed by fire or other casualty, repairs shall be made as quickly as reasonably possible, but in case the damage shall be so extensive as to render The Property uninhabitable, the rent shall abate until The Property is repaired. Lessor shall not be responsible to provide temporary or permanent alternative housing nor shall Lessor be held liable for the cost of such in the event The Property is rendered uninhabitable regardless of reason. However, should the building of which The Property herewith demised be totally destroyed by fire or other casualty, or said building is partially destroyed or damaged as to require rebuilding and Lessor decides not to rebuild, then upon giving Lessee three (3) days' notice of his intention to demolish the building or not to rebuild, the Lease shall be terminated and Lessee agrees there upon to surrender The Property to the Lessor. This provision for the rights of the Lessor to decide not to rebuild in the event the building hereby demised is totally destroyed by fire or other casualty, or if the building is so partially destroyed or damaged as to require rebuilding, shall not apply in the event of a minor repairable damage. However, should it be determined by an independent agency to have occurred through negligence by Lessee, his family, employees, guests or others, or if a device or instrumentality in the care, custody or control of one of these entities has been determined as one of the causes of damage regardless of negligence, Lessee shall be held responsible for all damages and expenses incurred, but not limited to the cost to determine cause, the full replacement cost of repairs, all expenses associated with the repairs and/or rental income loss. In the event The Property or any part thereof are taken by eminent domain, the Lessee shall have no claim or interest in any award of damages, Lessor being assigned such interest by the Lessee.

11.2. **Water Leaks:** Lessee shall not waste any water and report all water leaks promptly.

11.3. **Disturbances:** Lessee will not make or permit to be made any noise, disturbance or annoyance whatsoever which may be detrimental to the comfort and quiet enjoyment of other residents. The Lessee, members of his family, employees, and guests shall comply with the conditions of this Agreement, and all reasonable rules and regulations as may from time to time be promulgated by the Lessor and/or the governing municipality over The Property to ensure the quiet, safety and welfare of all Lessees and neighbors, and the sound and efficient management of the building by the Lessor.

11.4. **Alterations:** Lessee agrees not to attach anything to any part of the building or use or store any objects that would cause structural damage, not to make alterations or additions in or to The Property, not to place any extra lock, bolt or fastening device upon The Property without the written consent of Lessor. No wall phone, satellite devices or wired security system installation permitted unless first approved by the Lessor.

11.5. **Hazardous Material:** The term "Hazardous Substances" means any and all substances (whether solid, liquid or gas) defined, listed or otherwise classified as pollutants, contaminants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes or words of similar meaning or regulatory effect under any present or future

Environmental Laws, including, but not limited to, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, Lead Based Paint and Toxic Mold. During the term of this Lease, including any renewals or extensions thereof, Lessee shall not use, store or otherwise possess any Hazardous Substances on, under or about The Property or any part thereof, or allow the use or storage of any Hazardous Substances on, under or about The Property or any part thereof. Lessee shall promptly provide Lessor with copies of any notices of violation, notices of responsibility or demands for action received from any federal, state or local authority or official in connection with the presence of Hazardous Substances on, under or about The Property. In the event mold is detected, Lessee is obligated to inform the Lessor.

11.6. **Life Safety Equipment:** The Property is equipped with smoke/fire alarms in accordance with applicable state laws. Disconnecting or intentionally damaging a smoke/fire alarm or removing a battery without immediately replacing it with a working battery may subject Lessee to civil penalties and liability for damages and violation of the Lease.

11.7. **Pest Control:** Other than Termite control, the Lessee shall be responsible for pest control. Failure to comply with instructions to prepare The Property for bedbug treatments will result in a service charge assessed to the Lessee. Repeated failure to prepare will constitute a lease violation and Lessee will be served a Notice to vacate The Property.

11.8. **Move-Out:** Lessor requires the property to be returned in at least the same condition which the Lessee received it less reasonable wear and tear. Lessee shall pay for all repairs and damage made necessary by reason of misuse or negligence, including, but not limited to, acts of vandalism of the Lessee, his family, employees, guest, or others. Lessee shall leave The Property clean at the time of vacating. Any personal property left in The Property after vacating shall immediately become the property of Lessor and may be disposed of accordingly. The Property shall not be considered vacated until all keys and Lessee's forwarding address are delivered to Lessor. Do not leave keys in the unit.

12. **LESSOR REASONS AND RIGHTS TO ENTRY:**

12.1. **Access:** Lessee agrees to permit Lessor and his agents to enter The Property at all reasonable times with twenty-four (24) hour notice, at any time Lessor deems an emergency exists, or to complete a work order that has been called in by the resident to examine the condition of the Property and make necessary repairs, and/or to abide by the directions of the Fire Department or any other public authority with respect to The Property and its content.

12.2. **Maintenance by Lessor:** Lessor agrees to comply with the requirements of all applicable building, housing, health, and safety codes. Lessor agrees to make reasonably necessary repairs to put and keep The Property in a fit and habitable condition, and, applicable only to multi-family dwellings where Lessor is responsible for common areas, keep all common areas of The Property in a safe and sanitary condition. Lessor also agrees to maintain in safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances supplied or required to be supplied by Lessor. Lessee is required, as per Lessor property rules and regulations ("move-in packet") as adapted from time-to-time without notice to Lessee, to provide adequate call-ahead notice for repair and work order requests made to Lessor. If Lessor can confirm receipt of Lessee's request for work, and Lessor fails with (1) work order completion, or (2) contact to Lessee explaining with any reason whatsoever that the work is being charged to Lessee, whether that work is completed before or after the fact, or (3) contact to Lessee that work is being denied by Lessor for any reason whatsoever, Lessee shall provide Lessor thirty (30) day written notice requesting a determination on any and all open work orders.

12.3. **Trip Fee:** If Lessor or Lessor's agents are denied or are not able to access the Property after first attempting to contact Lessee, or should we determine that the service call was unnecessary or that the problem was created by abuse or neglect of the Lessee, his family, guests, or others, Lessor may charge Lessee a "trip fee" in the amount of $75.00, which shall be considered additional rent.

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13. **DEFAULTS:**

13.1. **Lessor Default:** If Lessor fails to comply with the Lease, Lessee may seek any relief provided by law.

13.2. **Default for Lessee Late Payment:** If Lessee fails to timely pay any amounts due under the Lease, Lessee will be deemed in immediate Default.

13.3. **Default for Lessee Bankruptcy:** If Lessee has a past due balance owed to Lessor and files Bankruptcy proceedings, Lessee will be deemed in immediate default and agrees to vacate The Property immediately and agrees to waive his right to assert the Automatic Bankruptcy Stay as to continued occupancy.

13.4. **Default for Lessee Abandonment:** In the event the Lessee fails to occupy The Property, the Lessor shall consider the property abandoned and the Lessee shall be deemed in immediate default. Lessor shall have the right to dispose of such property in any manner and at the Lessor's sole discretion and Lessee shall hold Lessor harmless from any and all liability, liens, claims, damages, cost, fines, penalties, suits, actions, or causes of action arising there from.

13.5. **Default for Lessee Violations:** If Lessee fails to comply with the Lease or in the event that the Lessee violates the Lease in any manner whatsoever, and the Lessor should serve the Lessee a Notice-To-Leave Premises pursuant to the law, the Lessee shall have a continuing obligation to pay the balance of the amount due on the Lease Term.

13.6. **Lessor Recourse for Lessee Default:** In the event Lessee is in default, Lessor has the following as recourse:

13.6.1. Lessor may terminate Lessee's right to occupy The Property by providing Lessee with or without written notice to vacate , pursuant to state law;

13.6.2. All unpaid rents which are payable during the remainder of the Lease or any renewal period will be accelerated without notice or demand;

13.6.3. Subject to state law, Lessee will be liable for:

13.6.3.1. Any lost Rent;

13.6.3.2. All costs incurred in connection with reletting The Property, including, but not limited to, leasing fees / commissions, advertising fees, utility charges, and any other expenses reasonably incurred to relet The Property;

13.6.3.3. Repairs needed to The Property, beyond normal wear and tear;

13.6.3.4. All costs associated with the eviction of Lessee, including any and all lease reinstatement fees or legal fees or attorney fees. Lessee will assess a minimum charge of three hundred, fifty dollars ($350. 00);

13.6.3.5. Any and all costs incurred by Lessor enforcing this agreement, including any and all lease reinstatement fees or legal fees or attorney fees;

13.6.3.6. Any and all other recovery costs to which Lessor may be entitled under the Lease, by law or equity, including any and all lease reinstatement fees or legal fees or attorney fees.

14. **AGREEMENT IN ENTIRETY:** The Lease and any attached Addendums contain the entire agreement between the parties hereto and neither party has made any representations or agreements of any kind except as herein contained. Lessor and Lessee hereby agree that each of the provisions of this Lease shall extend to and shall, as the case may require, bind or insure to the benefit not only of the Lessor and of Lessee, but also to their respective successors, executors, administrators, and assigns, but said Lessee's interest shall not be assigned without the written consent of the Lessor. If any clause in this agreement shall be determined invalid, then this shall not invalidate the other terms of this agreement. The Lease shall be interpreted under the laws of the state in which this property is located.

15. **MISCELLANEOUS:** Any changes or alterations to the Lease will be forwarded to the Lessee in writing. Notice of such change will occur at least 30 days prior to the effective date of said change.

16. **RIGHT TO ADJUSTMENT OF FEES:** Lessor reserves the right to periodically review and subsequently adjust certain terms, conditions and fees contained within this lease as a result of increases in our cost of doing business. If lessor wishes to adjust the terms, conditions, or fees within this lease the lessor will provide the lessee a full explanation of the changes in writing 30 days prior to the implementation of any such change. Excluded from any change during the term of this lease is the amount of monthly rent paid to the lessor by the lessee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Lessor and Lessee have signed this Lease on the 26th day of June, 2019.

X________________________
Lessor: Holley Tinker on behalf of VineBrook Homes Property Management Company, LLC

XX *Lindsay Conrad*
Lessee: Lindsay Conrad

XX *Michael DeBlasis*
Lessee: Michael DeBlasis

X________________________
Lessee:

X________________________
Lessee:

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Lessee: