

Select Language▼

All State Agencies | All State Services |

Nebraska Judicial Branch

Case Summary

In the District Court of Douglas County
 The Case ID is CI 18 0003396
 Tschannen-Omaha LLC, v. Komlan G Hovor
 The Honorable James T Gleason, presiding.
 Classification: County Court-Civil Appeal
 Filed on 04/18/2018
 This case is Open as of 04/18/2018

Parties/Attorneys to the Case

<p>Party Plaintiff ACTIVE Tschannen-Omaha LLC,</p> <p>Defendant ACTIVE Komlan G Hovor 5433 South 86th Court Apt #4 Omaha NE 68127</p>	<p>Attorney</p> <p>Kevin R Hopp 1823 Harney Street, Ste 300 Omaha NE 68102 402-991-3186</p> <p>Gary L Fischer 3606 Lafayette Ave Omaha NE 68131 402-250-5622</p>
--	--

Court Costs Information

Incurring By	Account	Date	Amount
Defendant	Bill of Exceptions	05/31/2018	\$383.65

Financial Activity

No trust money is held by the court
 No fee money is held by the court

Register of Actions

10/22/2018 Keep File Active

08/14/2018 Order
 This action initiated by James T Gleason
 After Briefs submitted Matter taken Under Advisement / RT eNotice Certificate Attached
 Image ID 001721380D01

08/08/2018 Order

This action initiated by James T Gleason
RE: Release BOE to Bailiff / RT eNotice Certificate Attached
Image ID 001719323D01

07/12/2018 Notice-Hearing
This action initiated by party Komlan G Hovor
8-8-18 1:00 PM #505 JB
Image ID N18193KSED01

06/07/2018 Statement of Errors
This action initiated by party Komlan G Hovor
MG
Image ID N181586YAD01

05/31/2018 Bill of Exceptions
This action initiated by party Komlan G Hovor

Re: Vol I of I Exh 1-7 **BINDER** /mg

04/24/2018 Transcript
This action initiated by party Komlan G Hovor
Transcript received electronically.
Appeal Case Co Ct CI 18-6703 kr
Image ID D00533481D01

DOUGLAS COUNTY COURT

Electronic Transcript Table of Contents
Volume 1 of 1.

Electronic Transcript Prepared By Mychelle Williamson

Tschannen-Omaha LLC, v. Komlan G Hovor

Receiving Court Case No. DOUGLAS District Court CI 18 3396

Originating Court Case No. DOUGLAS County Court CI 18 6703

Contained Herein - Volume 1

Date	Filing	Page
03/27/2018	Complaint-Forcible Entry & Det/Ldlrd Tnt	1
03/28/2018	Summons Issued	7
03/30/2018	Return-Summons	9
04/09/2018	Answer	11
04/11/2018	Journal Entry & Order	17
04/11/2018	Amended Pleading	19
04/16/2018	Journal Entry & Order	22
04/16/2018	Order	24
04/17/2018	Ntc-Appeal Civil	30
04/17/2018	Praecipe-Appeal Transcript	32
04/17/2018	Praecipe-BOE	35
04/17/2018	Aff-Support of Motion	37
04/17/2018	Cert-Service	40
04/17/2018	Motion-Proceed In Forma Pauperis 6:7(1)	41
04/17/2018	Poverty Affidavit	43
04/18/2018	Certificate	44

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA)
LIMITED LIABILITY COMPANY,)

Case No. **CI 18 6703**

Plaintiff,)

COMPLAINT AND
PRAECIPE

vs.)

KOMLAN GNRONFOU HOVOR,)

Defendant(s))

FILED
2019 MAR 27 PM 4:14
Douglas County, Nebraska
COURT CLERK

PRAECIPE: Please issue summons upon Defendant(s), Komlan Gnronfou Hovor at 5433 South 86th Court, Apt. #4, Omaha, Douglas County, Nebraska, 68127 to be served personally upon said Defendant(s). **In the event that diligent efforts to serve the summons in the manner provided for in § 25-505.01 to § 25-516.01 are unsuccessful, please leave the summons at the Defendant's last known address stated above and serve a copy of the Summons upon the Defendant by first class mail. PLEASE FORWARD TO CONSTABLE GURZICK FOR SERVICE** for all Defendants in Douglas County. For all others, please forward to Plaintiff's counsel for service in the appropriate County.

COMES NOW the Plaintiff, Tschannen-Omaha, LLC, a Nebraska limited liability company, and for its causes of action against the Defendant(s) Komlan Gnronfou Hovor (hereafter referred to in the singular whether one or more), states and alleges as follows:

1. Plaintiff is a resident of Omaha, Nebraska. Pursuant to a duly executed management contract, Plaintiff is the owner of certain real property of certain real property which is the subject of this action, and said subject premises are situated in Omaha, Douglas County, Nebraska.
2. Defendant is a resident of Omaha, Douglas County, Nebraska occupying the premises located in The Pines at Q Plaza and described as 5433 South 86th Court, Apt. #4, Omaha, Nebraska 68127 under a rental agreement with Plaintiff or Plaintiff's predecessor in interest.



3. Defendant has taken possession of the leased premises pursuant to the terms and conditions of the lease, and thereafter has remained in possession and still occupies the same as Plaintiff's lessee.

4. Defendant has failed to meet the terms and conditions of the existing lease agreement and failed to pay Plaintiff the rent as it became due. There is now due and owing from Defendant to Plaintiff unpaid rent and other charges as follows:

- a. Delinquent rent for the month(s) of February, 2018 and March, 2018 in the sum of \$1,000.00;
- b. Late charges in the total sum of \$100.00.

5. Plaintiff duly notified Defendant of Defendant's default by serving a written Notice of Nonpayment of Rent in accordance with Neb. Rev. Stat. Section 76-1431 served on March 12, 2018 demanding that Defendant quit the premises or pay rent within three (3) days from the date of service of notice. A copy of said notice is attached hereto, marked Exhibit "A", and by this reference incorporated herein.

6. More than three (3) days have lapsed since the service of Notice on the Defendant to quit or pay rent, however, Defendant has failed and refused to pay the entire rental due or quit the premises and surrender peaceful possession thereof to Plaintiff, as required by the notice.

7. Plaintiff is entitled to immediate possession of said premises, and, pursuant to the lease, Plaintiff is entitled to a reasonable attorney fee as Defendant's noncompliance with the lease is willful and not in good faith.

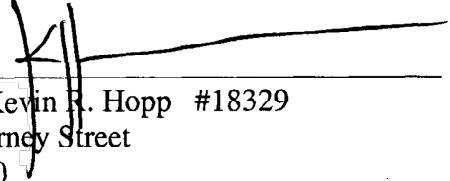
WHEREFORE, Plaintiff prays that the Court issue an Order as follows:

- a. For Restitution and possession of the premises in favor of Plaintiff;
- b. For the costs of this action; and,
- c. For such other relief as Court shall deem appropriate.

DATED: March 20, 2018.

TSCHANNEN-OMAHA, LLC, A NEBRASKA
LIMITED LIABILITY COMPANY, Plaintiff

By: _____


Kevin R. Hopp #18329
1823 Harney Street
Suite 300
Omaha, Nebraska 68102
(402) 991-3186

ATTORNEY FOR PLAINTIFF

**NOTICE PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT**

1. This is an attempt to collect a debt and any information obtained will be used for that purpose.
2. The amount of the debt is stated in the Complaint.
3. The name of the creditor is stated in the Complaint.
4. Unless the debtor disputes the validity of the debt within thirty (30) days after receipt of the notice, it will be assumed that the debt is valid.
5. If the debtor notifies the lawyer in writing within thirty (30) days that the debt is disputed, the lawyer will obtain verification of the debt or a copy of a judgment and mail it to the debtor.
6. The lawyer will provide the debtor with the name and address of the original creditor, if different from the current creditor, if the debtor requests this in writing within thirty (30) days.



DENIZEN
MANAGEMENT

**THREE DAY NOTICE TO QUIT
FOR NON PAYMENT OF RENT**

To: Komlan Gnronfou Hovor
5433 South 86th Court, 4
Omaha, NE 68127

TO ALL RESIDENTS OR OTHER PERSONS IN POSSESSION:

PLEASE TAKE NOTICE that you have failed to pay rent for the above described premises in the total amount itemized below, which is now past due and owing. If said rent is not paid by cashier's check or money order and received within three (3) days of the date of this notice, your Rental Agreement will be considered automatically terminated and you shall immediately quit, vacate and surrender possession of the above described premises.

Termination of your Rental Agreement by this notice shall not dismiss or terminate our responsibility or liability for reconditioning charges, attorney and court fees, return of keys, damages to the premises, damages resulting from your breach of your Rental Agreement or for any other amounts which may be due or payable under your Rental Agreement or as allowed by law.

Failure to comply with the terms of this Notice will result in legal proceedings being undertaken to effect recovery of the premises in addition to any other remedy available under law, including damages in the amount of three months rent plus attorneys fees as provided for by Neb. Rev. Stat. 76-1437 (3) for remaining in possession of the premises after termination of the Rental Agreement without Landlord's consent.

DATED: 3/12/2018

Ernest Tschannen, DBA
The Pines at Q Plaza, Owner and Landlord

By: _____
Jody Beach
Property Manager

Outstanding Charges		
Date	Charge	Amount
2/1/2018	Rent Charge	500.00
2/6/2018	Late Charge	50.00
3/1/2018	Rent Charge	500.00
3/6/2018	Late Charge	50.00
Current Balance Due:		\$1,100.00

Exhibit A

Image ID:
D04544608C01

SUMMONS – RESTITUTION OF PREMISES

Doc. No. 4544608

IN THE COUNTY COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Criminal/Trfc/Probate
1819 Farnam - Civil/Small Claims
Omaha NE 68183

RESIDENTIAL LANDLORD AND TENANT ACT OR FORCIBLE ENTRY AND DETAINER

Tschannen-Omaha LLC, v. Komlan G Hovor

Case ID: CI 18 6703

TO: Komlan G Hovor

FILED BY
Clerk of the Douglas County Court
03/28/2018

You have been sued for the possession of premises and other causes of action, if any, as described in the attached complaint/petition by the following plaintiff(s):

Tschannen-Omaha LLC,

Plaintiff's Attorney: Kevin R Hopp
Address: 1823 Harney Street, Ste 300
Omaha, NE 68102


Telephone: (402) 991-3186

Trial on the action for possession shall be heard in the:
Douglas Co. Ctrm. #20 on April 11, 2018 at 9:00AM
If you fail to appear, judgment shall be entered against you for possession.

The complaint/petition may also allege other causes of action. If so, to defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 28, 2018

BY THE COURT:


Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Komlan G Hovor
5433 South 86th Court Apt #4
Omaha, NE 68127

BY: AP/C. Gurzick
Method of service: Constructive Service
Special Instructions:
Diligent efforts/1st class mail. kj

You are directed to make such service within 3 days excluding Saturdays, Sundays, & holidays and show proof as provided by law.

SERVICE RETURN

Doc. No. 4544608

Douglas County Court
1701 Farnam-Criminal/Trfc/Probate
1819 Farnam - Civil/Small Claims
Omaha NE 68183

To: AP/C. Gurzick

Case ID: CI 18 6703 Tschannen-Omaha LLC, v. Komlan G Hovor

Received this Summons on _____, _____. I hereby certify that on
_____, _____ at _____ o'clock __M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____.

To: Komlan G Hovor
5433 South 86th Court Apt #4
Omaha, NE 68127

From: Kevin R Hopp
1823 Harney Street, Ste 300
Omaha, NE 68102

ATTACH RETURN RECEIPT & RETURN TO COURT

SERVICE RETURN

Doc. No. 4544608

Douglas County Court
1701 Farnam-Criminal/Trfc/Probate
1819 Farnam - Civil/Small Claims
Omaha NE 68183



To: AP/C. Gurzick

Case ID: CI 18 6703 Tschannen-Omaha LLC, v. Komlan G Ho

Received this Summons on 3-28-18. I hereby certify that on
3-29-18 at 2:17 o'clock P. M. I served copies of the Summons
upon the party: Komlan Hovor

by leaving after Diligently attempting
to serve
personally at his/her
usual place of residence
5433 So. 86th Ct. #4

as required by Nebraska state law.

Service and return \$ 18⁰⁰

Copy _____

Mileage 5⁰⁰ miles 2-Attempts (2:17)

TOTAL \$ 23⁰⁰

Date: 3-29-18 BY: #2 C.G. Gurzick
(Server or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____.

To: Komlan G Hovor
5433 South 86th Court Apt #4
Omaha, NE 68127

From: Kevin R Hopp
1823 Harney Street, Ste 300
Omaha, NE 68102

ATTACH RETURN RECEIPT & RETURN TO COURT

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA
1701 Farnam-Criminal/Tfc/Probate
1819 Farnam - Civil/Small Claims
Omaha NE 68183

RESIDENTIAL LANDLORD AND TENANT ACT OR FORCIBLE ENTRY AND DETAINER

Tschannen-Omaha LLC, v. Komlan G Hovor

Case ID: CI 18 6703

TO: Komlan G Hovor

FILED BY

Clerk of the Douglas County Court
03/28/2018

You have been sued for the possession of premises and other causes of action, if any, as described in the attached complaint/petition by the following plaintiff(s):

Tschannen-Omaha LLC,

Plaintiff's Attorney: Kevin R Hopp
Address: 1823 Harney Street, Ste 300
Omaha, NE 68102

Telephone: (402) 991-3186

Trial on the action for possession shall be heard in the:
Douglas Co. Ctrm. #20 on April 11, 2018 at 9:00AM
If you fail to appear, judgment shall be entered against you for possession.

The complaint/petition may also allege other causes of action. If so, to defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 28, 2018 BY THE COURT:

Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Komlan G Hovor
5433 South 86th Court Apt #4
Omaha, NE 68127

BY: AP/C. Gurzick
Method of service: Constructive Service
Special Instructions:

Diligent efforts/1st class mail. kj

You are directed to make such service within 3 days excluding Saturdays, Sundays, & holidays and show proof as provided by law.

County
IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
County Name

Tschannen)
)
Plaintiff,)
)
v.)
)
Komlan G - HOVOR)
)
Defendant.)

CASE ID: CI 18 6703

ANSWER
No Defense(s) or Counter Claim

FILED
CIVIL/SMALL CLAIMS DIVISION

APR 09 2018

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

COMES NOW Defendant, without representation by an attorney, and answers Plaintiff's

Name of Pleading Filed by Plaintiff

1. Admit paragraph(s) 2
2. Deny paragraph(s) 3, 4, 7
3. Without sufficient information to admit or deny, deny paragraph(s) 1, 5, 6
4. Deny all paragraphs not specifically admitted to in this Answer.
5. Reserve the right to amend these answers up to and including trial.

WHEREFORE, having fully answered, Defendant asks the Court to dismiss Plaintiff's

Complaint and Praecipe, with prejudice,
Name of Pleading Filed by Plaintiff

to tax all costs for this action again Plaintiff, and to grant Defendant any other relief the Court considers fair and proper under the circumstances.

Date: 09/04/18

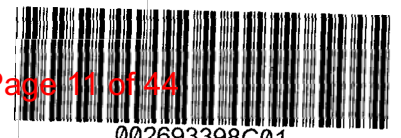
Defendant, a pro se litigant

Affirmative Defenses

the property was not habitable
From december 16th 2017 to january
20th 2018.

the plaintiff was aware of it
and failed to fixe in timely manner
and they also failed to provide documentation
to the FAIR HOUSING CENTER who took this case

Signature [Signature]
Printed Name: KOMLAN G-HOVOR
Address: 5433 S 86th Ct #04 Omaha NE
City, State, Zip: OMAHA NE 68127
Phone: 402 706 4116



under investigation on March 6 2018

I have videos and pictures as proof. I will submit these
the court day.

Cross Complaint

I'm asking for reimbursement due to the fact my electricity for december went high because the plaintiff sent a maintenance guy who came and installed 2 fans in my apartment to take the smell out for 3 days. ()

I'm asking to be alleviated for 35 days of rent because the apartment was uninhabitable and I had to live somewhere else. \$ 583.33

I'm asking to be reimbursed for I took 2 days off work because the plaintiff told me that people were coming to install the carpet which they never did. The first day the maintenance guy came and install the fans in the room but I have been told that they were installing the carpet. \$ 200.00

I'm asking to be reimbursed for I took 1 day off work to move my furnitures the day the guys finally ^{came} and installed the carpet in my ~~room~~ hole room. \$ 100.00

I also request reimbursement of all the time I took off work to get help from the fair housing center. I attached the fair housing letters to the plaintiff as proof. They received these letters from the fair housing for documentation which they failed to provide to the fair housing. then the fair housing has failed complaint way before the law suit \$ 300.00

I'm asking for other relief as court shall deem appropriate.

CERTIFICATE OF SERVICE

I certify to the court, on the 09 day of April, 2019, I delivered a true copy of the foregoing Answer to: Plaintiff x Plaintiff's attorney at:

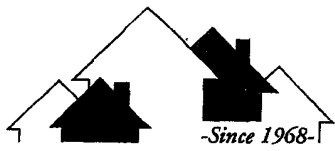
1. KEVIN R. HOPP
1. G. M. LEON Co. H. V.
Name

1823 Harney St Suite 300 Omaha NE 68102
Address City State Zip

by mailing it U.S. First Class Mail, postage prepaid.


Signature

Kevin R. Hopp
Printed Name



**FAMILY HOUSING
Advisory Services, Inc.**

MAIN OFFICE
2401 Lake Street
Omaha, Nebraska 68111
402.934.7921/Fax 402.934.7928

SOUTH OFFICE
3605 Q Street
Omaha, Nebraska 68107
402.546.1013/Fax 402.734.8887

COUNCIL BLUFFS OFFICE
10 South 4th Street
Council Bluffs, Iowa 51503
712.322.4436/Fax 712.322.4443

OMAHA 100
2401 Lake Street
Omaha, Nebraska 68111
402.342.3773/Fax 402.342.3277

METRO 100
10 South 4th Street
Council Bluffs, Iowa 51503
712.256.3035/Fax 712.322.4443

FAIR HOUSING CENTER **COPY** OF NEBRASKA & IOWA

Off: (402) 934-6675 | Fax: (402) 934-7928

March 6, 2018

Jody Beach
Manager for The Pines at Q Plaza
8633 Q Street
Omaha, NE 68127

RE: Komlan Gnronfou-Hover (5433 S. 86th Ct., #4)

Dear Ms. Beach:

We have been contacted by Komlan Gnronfou-Hover, with regard to his inability to live in his apartment following a flood that occurred from a broken pipe on December 16, 2017. The broken pipe and subsequent damage it produced was not caused by any negligence on the part of Komlan.

Komlan reports that he is being required to pay rent for January in full, notwithstanding that he had been unable to use the apartment in any way until the January 19, 2018.

We believe that Section 76-1429(b) of the Nebraska Uniform Residential Landlord and Tenant Act applies to this situation, and that he is entitled to the full refund of all rent paid for the time the apartment was uninhabitable.

Therefore, we'd request that you credit Komlan's account for the days the unit was rendered unusable, and provide a corrected tenant ledger to me by fax or email, within 3 days of receipt of this letter.

Feel free to call me with any questions or concerns you may have.

Sincerely,

Germaine Gosevac

Germaine Gosevac
Fair Housing Investigator

Cc: Komlan Gnronfou-Hover

Certified by the United States Department
of Housing and Urban Development
(HUD) to Provide Comprehensive
Housing Counseling Service
TTD Access via the Nebraska Relay System





FAIR HOUSING CENTER
OF NEBRASKA & IOWA

COPY

Off: (402) 934-6675 | Fax: (402) 934-7928

March 30, 2018

Jeanie General
881 3rd Avenue SW, Suite 100
Carmel, IN 46032
Transmitted by Email

Dear Ms. General:

This letter is to inform you that as of March 30, 2018 we have filed a complaint of housing discrimination with the Nebraska Equal Opportunity Commission (NEOC) on behalf of our client, Komlan Gnronfou-Hovor, alleging that you and your agents at The Pines at Q Plaza have violated provisions of the Federal and State Fair Housing Acts. You will be notified directly by the NEOC of these charges in writing.

Any negative actions taken against our client, especially actions that threaten his ability to retain housing, could be viewed as retaliatory in nature and therefore result in additional charges being filed against you at the Federal, State and/or local level.

Sincerely,

Germaine Gosevac

Germaine Gosevac
Fair Housing Investigator

Cc: Jody Beach, Portia Harrell, Kevin Hopp;
Komlan Gnronfou-Hovor

MAIN OFFICE
2401 Lake Street
Omaha, Nebraska 68111
402.934.7921/Fax 402.934.7928

SOUTH OFFICE
3605 Q Street
Omaha, Nebraska 68107
402.546.1013/Fax 402.734.8887

COUNCIL BLUFFS OFFICE
10 South 4th Street
Council Bluffs, Iowa 51503
712.322.4436/Fax 712.322.4443

OMAHA 100

2401 Lake Street
Omaha, Nebraska 68111
402.342.3773/Fax 402.342.3277

METRO 100

10 South 4th Street
Council Bluffs, Iowa 51503
712.256.3035/Fax 712.322.4443

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Tschannen-Omaha LLC, v. Komlan G Hovor

Printed on 4/11/2018 at 2:06

Room 01C20

Case ID: CI 18 6703

Page 1

Decision Date 4/11/2018

A P P E A R A N C E S

Judge	Stephanie S Shearer	Appeared
Defendant	Komlan G Hovor	Appeared
Counsel	Gary L Fischer	Appeared
Plaintiff	Tschannen-Omaha LLC,	Appeared
Counsel	Kevin R Hopp	Appeared

Also Appearing: Property Manager- Portia Harrell
Tschannen-Omaha LLC, was sworn and testified.

T R I A L

Trial was held.
Plaintiff rests.
Defense rests.
Closing arguments heard.

E X H I B I T S

- 1 OFRD RCVD 3 Day Notice
- 2 OFRD RCVD Lease Agreement
- 3 OFRD RCVD Photographs -7 pages
- 4 OFRD RCVD Lease Addendum
- 5 OFRD RCVD USB- Night of Incident and Apartment files only
- 6 OFRD RCVD Tenant Ledger
- 7 OFRD RCVD Photograph from Carpet Replacement Company

W I T N E S S E S

Portia Harrell	Called	For Plaintiff
Komlan Gnonfou-Hovor	Called	For Defense

A D D I T I O N A L E N T R I E S O F R E C O R D

Property Manager- Portia Harrell sworn in and testified.
Exhibit 5- USB- has 2 separate recordings. One of the water damage to the apartment and the other a conversation between the defendant and the Property Manage Portia Harrell and another employee, Jodi Beach.
Second recording was stopped at 23:00 out of 30:00 minutes.

Taken under advisement.

Hon.

Stephanie S Shearer
Stephanie S Shearer



4/11/2018
Date

mad
Bailiff

Tape Nos. DIGITAL RECORDING

COURT COPY

FILED BY
Clerk of the Douglas County Court
04/11/2018
Page 17 of 44

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Tschannen-Omaha LLC, v. Komlan G Hovor

Printed on 4/11/2018 at 2:06

Room 01C20

Case ID: CI 18 6703

Page 2

Decision Date 4/11/2018

CERTIFICATE OF SERVICE

I the undersigned, certify that on April 11, 2018 I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or E-mail:

Gary L Fischer
garylfischerpc@gmail.com

Kevin R Hopp
tamri@khopplaw.com

Date: April 11, 2018

Signature: _____



IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA)
LIMITED LIABILITY COMPANY)
Plaintiff,)

vs.)

KOMLAN GNRONFOU HOVOR,)
Defendant.)

CASE NO. CI 18-6703

FIRST AMMENDED
ANSWER AFFIRMATIVE DEFENSES
AND COUNTERCLAIM

ANSWER

COMES NOW Komlan Hovor, Defendant herein, and for his FIRST AMMENDED ANSWER to Plaintiffs' COMPLAINT AND PRACIPE states as follows:

1. Defendant denies each and every allegation contained therein, except those that are specifically admitted herein or are an admission against the interests of Plaintiff.

2. Defendant admits paragraphs 1, 2 thereof.

WHEREFORE, Defendant prays that Plaintiffs take nothing in this action, and that all costs be assessed against Plaintiffs.

FIRST AFFIRMATIVE DEFENSE

COMES NOW Defendant, and for his first affirmative defense, states as follows:

3. Incorporates the allegations of her foregoing answer the same as said allegations were set forth in full herein.

4. Plaintiffs have failed to comply with the notice provisions of Neb. Rev. Stat. 76-1431 (2) and 76-1441, and have not acted in good faith as required by Neb. Rev. Stat. 76-1411 by failing and refusing to accept rent tendered by Defendant in a timely fashion.

WHEREFORE, Defendant prays as follows:

SECOND AFFIRMATIVE DEFENSE

COMES NOW Defendant, and for his second affirmative defense, states as follows:

5. Incorporates the allegations of her foregoing answer and first affirmative defense the same as said allegations were set forth in full herein.

6. Affirmatively alleges that the Plaintiff has failed to mitigate its damages, namely late fees, as required by Neb. Rev. Stat. 76-1405 by failing to accept rent properly tendered by Defendant.

WHEREFORE, Defendant prays as follows:

THIRD AFFIRMATIVE DEFENSE

COMES NOW Defendant, and for his third affirmative defense, states as follows:

7. Incorporates the allegations of her foregoing answer and first and second affirmative defenses the same as said allegations were set forth in full herein.

8. Affirmatively alleges that, through no fault of Defendant, on or about December 16, 2017 Defendant's rental unit was severely damaged by flooding and casualty caused by burst pipes located above his rental unit.

9. Affirmatively alleges that as a result of the foregoing alleged damage to his rental unit the use and enjoyment of Defendant's rental unit was substantially impaired and Defendant's obligation to pay rent should be reduced in proportion to the diminution in fair rental value of his rental unit as provided in Neb. Rev. Stat. 76-1429 (b).

WHEREFORE, Defendant prays as follows:

A. The action of Plaintiff for possession of the premises be dismissed with prejudice at its cost.

COUNTERCLAIM

COMES NOW Defendant, Komlan Hovor, and for his COUNTERCLAIM herein, states as follows:

1. Incorporates the allegations of his foregoing answer and first, second and third affirmative defenses the same as said allegations were set forth in full herein.

2. Alleges that the Plaintiff willfully failed to comply with Neb. Rev. Stat. 76-1419 (1) (a) by failing to maintain the rental premises, which are the subject of this action, in compliance with the minimum dwelling standards of the City of Omaha.

3. The failure of Plaintiff to maintain the rental premises resulted in substantial damage to Defendant including, but not limited to:

- a. Loss of wages from missed work; and
- b. Diminution in the fair rental value of the rental premises and substantial loss of the use of the rental premises; and

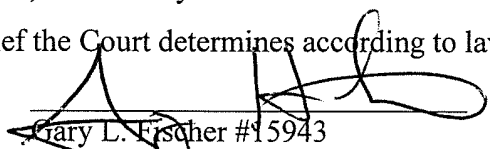
c. Expenses incurred to secure alternative housing.

4. As a result of Plaintiffs willful failure to comply with the minimum housing codes of the City of Omaha as required by Neb. Rev. Stat. 76-1419 (1) (a), Defendant is entitled to recover his foregoing damages, costs and attorney fees as provided by Neb. Rev. Stat. 76-1425 (2).

WHEREFORE, Defendant prays as follows:

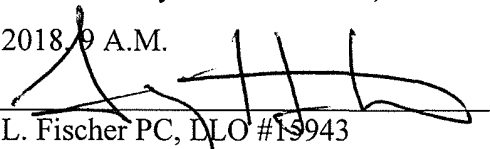
B. For his damages as alleged herein, his attorneys fees and costs incurred herein and for other and different general damages or relief the Court determines according to law.

By:


Gary L. Fischer #15943
Gary L. Fischer PC, LLO
Attorneys for Defendant
3606 Lafayette Avenue
Omaha, NE 68131
(402) 250-5622

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM were delivered in hand to the attorney for the Plaintiff, Kevin Hopp, prior to the trial on Possession herein on April 11, 2018, 9 A.M.


Gary L. Fischer PC, LLO #15943
Attorney for Defendant
3606 Lafayette Avenue
Omaha, NE 68131
(402) 250-5622

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Tschannen-Omaha LLC, v. Komlan G Hovor

Printed on 4/16/2018 at 3:06

Room 01C99

Case ID: CI 18 6703

Page 1

Decision Date 4/16/2018

A P P E A R A N C E S

Judge Stephanie S Shearer Appeared

R E S T I T U T I O N O F P R E M I S E S

The Court finds there is unpaid rent due and owing the plaintiff. A writ of restitution shall issue forthwith commanding the Sheriff or Constable to remove defendant(s) and all other occupants from the subject premises. Judgment is entered in favor of Plaintiff and against Defendant(s) for restitution of the premises described in the Petition, and for court costs incurred herein by Plaintiff. Judgment awarded to: Tschannen-Omaha LLC, Against: Komlan G Hovor for the sum of \$.00 plus costs of \$69.00 and attorney fees of \$.00

H E A R I N G

See separate Order.

O R D E R S

The Court orders: Plaintiff to file Answer to Defendant's Counterclaim.

N O T I C E O F H E A R I N G S

Case continued to 5/17/2018 at 9:00 AM on motion of the Court, in County Courtroom 20 for Pretrial - Pretrial on Counterclaim.

IT IS SO ORDERED.

Hon. Stephanie S Shearer Date 4/16/2018 Bailiff



Tape Nos.

Payments may be made on line at http://ne.gov/go/paycourts or to the court at:

DOUGLAS County Court
1819 Farnam - Civil/Small Claims
Omaha NE 68183
(402)444-5424

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Tschannen-Omaha LLC, v. Komlan G Hovor

Printed on 4/16/2018 at 3:06

Room 01C99

Case ID: CI 18 6703

Page 2

Decision Date 4/16/2018

CERTIFICATE OF SERVICE

I the undersigned, certify that on April 16, 2018 I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or E-mail:

Gary L Fischer
garylfischerpc@gmail.com

Kevin R Hopp
tamri@khopplaw.com

Date: April 16, 2018

Signature: _____



IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC,)
A NEBRASKA LIMITED LIABILITY)
COMPANY,)
)
Plaintiff,)
vs.)
)
KOMLAN GNRONFOU HOVOR,)
)
Defendant.)

CI 18-6703

ORDER ON RESTITUTION
OF PREMISES **FILED**
CIVIL/SMALL CLAIMS DIVISION

APR 16 2018

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

This matter came on for trial on Wednesday, April 11, 2018, at 9:00 a.m. in courtroom #20, Douglas County Courthouse. The Plaintiff was present and represented by Kevin Hopp. Defendant was present and represented by Gary Fisher.

Plaintiff filed a Complaint on March 27, 2018, seeking restitution of premises for non-payment of rent, costs of the action and other relief the Court shall deem appropriate. Defendant filed an Answer, Amended Answer, Affirmative Defenses, and Counterclaim.

Affirmative Defenses:

Defendant Claims (restated):

1. Plaintiffs have failed to comply with notice provisions of Neb. Rev. Stat. §§76-1431(2) and 76-1441 and have not acted in good faith as required by Neb. Rev. Stat. § 76-1411 by failing and refusing to accept rent tendered by Defendant in a timely fashion;
2. Plaintiff has failed to mitigate damages, namely late fees, as required by Neb. Rev. Stat. § 76-1405; and
3. Defendant's obligated to pay rent should be reduced in proportion to the diminution in fair rental value of his unit as provided in Neb. Rev. Stat, § 76-1429.

FIRST AFFIRMATIVE DEFENSE:

Plaintiff called Portia Harrell to testify. Ms. Harrell testified she personally delivered the Three day Notice to Quit, received as Exhibit 1, to Defendant's door



on March 12, 2018. Ms. Harrell further testified on the same day she delivered Exhibit 1, Defendant and she had a conversation about the contents of the Exhibit. The Court received Exhibit 2, a copy of the lease with Defendant, during Ms. Harrell's direct testimony.

Neb. Rev. Stat. § 76-1431(2) states:

If rent is unpaid when due and the tenant fails to pay rent within three days after written notice by the landlord of nonpayment and his or her intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.

Neb. Rev. Stat. § 76-1441 states:

(1) The person seeking possession shall file a complaint for restitution with the clerk of the district or county court. The complaint shall contain (a) the facts, with particularity, on which he or she seeks to recover; (b) a reasonably accurate description of the premises; and (c) the requisite compliance with the notice provisions of the Uniform Residential Landlord and Tenant Act. The complaint may notify the tenant that personal property remains on the premises and that it may be disposed of pursuant to section 69-2308 or subsection (5) of section 76-1414. The complaint may also contain other causes of action relating to the tenancy, but such causes of action shall be answered and tried separately, if requested by either party in writing.

(2) The person seeking possession pursuant to subsection (4) of section 76-1431 shall include in the complaint the incident or incidents giving rise to the suit for recovery of possession.

Upon review of the court file, testimony, and Exhibits 1 and 2, the Court finds Plaintiff complied with the notice requirements. The complaint in this matter meets the requirements of Neb. Rev. Stat. § 76-1441. Exhibit 1 was delivered on March 12, 2018; the exhibit clearly states Defendant failed to pay rent, the address of the property and the amount of late rent due under the terms of the lease (Exhibit 2). According to Ms. Harrell and by Defendant's own admission, Defendant did not attempt to pay any rent after receipt of the three-day notice.

SECOND AFFIRMATIVE DEFENSE:

Neb. Rev. Stat. § states:

(1) The remedies provided by the Uniform Residential Landlord and Tenant Act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.

(2) Any right or obligation declared by the Uniform Residential Landlord and Tenant Act is enforceable by action unless the provision declaring it specifies a different and limited effect.

The trial on this matter was solely on restitution of premises. The Plaintiff did not seek any money damages in this action; therefore, the Second Affirmative Defense is moot.

THIRD AFFIRMATIVE DEFENSE:

Neb. Rev. Stat. § 76-1429 states:

(1) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

(a) Immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(2) If the rental agreement is terminated the landlord shall return all prepaid rent and security recoverable under section 76-1416. Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty. Notwithstanding the provisions of this section, the tenant is responsible for damage caused by his negligence.

It is clear to the Court from testimony by both the Plaintiff and Defendant that the Defendant's rental unit was damaged by water in December 2017 and repairs were completed in January 2018. However, the evidence is also clear that Defendant occupied the rental unit for all of February and March 2018 and still resides in the unit. According to testimony, Defendant had not paid rent for February or March 2018. Defendant did tender rent on February 20, 2018, however, that rent was applied to rent owed for January 2018.

Any argument the Defendant has with regard to the diminution in value for the incident in December and January does not alleviate his requirement to pay rent under the terms of his lease.

The Court therefore finds the Third Affirmative defense is without merit. It is therefore ordered that Restitution of Premises for non-payment of rent be ordered in favor of the Plaintiff against the Defendant, writ to issue.

COUNTERCLAIM:

Plaintiff is ordered to file a timely answer to Defendant's Counterclaim. This matter is set for pretrial conference on **Thursday, May 17, 2018, 9:00 a.m., Courtroom #220, 1819 Farnam Street, Omaha, NE 68183.**

IT IS SO ORDERED.

Dated this 16th day of April 2018.

BY THE COURT:

/s/ Stephanie S. Shearer
Stephanie S. Shearer
County Court Judge

Copies via electronic mail to:

kevin@khopplaw.com
Attorney for Plaintiff

[garylfischerpc@gmail.com](mailto:garylfisherpc@gmail.com)
Attorney for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, certify that on April 17, 2018 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

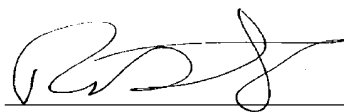
Gary L Fischer
garylfischerpc@gmail.com

Kevin R Hopp
tamri@khopplaw.com



Date: April 17, 2018

BY THE COURT:



CLERK

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

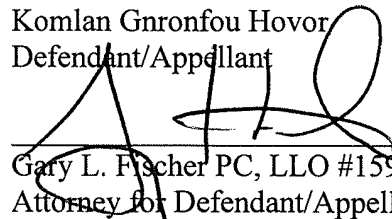
TSCHANNEN-OMAHA, LLC, A NEBRASKA))	CASE NO. CI 18-6703
LIMITED LIABILITY COMPANY)	
Plaintiff,)	
vs.)	NOTICE OF APPEAL
)	
)	
KOMLAN GNRONFOU HOVOR,)	
Defendant.)	

COMES NOW Komlan Gnronfou Hovor, Defendant/Appellant herein, by and through his attorney of record, Gary L. Fischer, of Gary L. Fischer PC, LLO, and hereby gives notice of the intent to appeal to the District Court of Cass County, Nebraska the Order entered in this matter by the Douglas County Court on April 16, 2018. Pursuant to Neb. Rev. Stat. 25-2301.01 (2004 Cum. Supp.) Defendant/Appellant has been granted leave to file his appeal *in forma pauperis*.

Dated this 17 day of April, 2018.

Komlan Gnronfou Hovor
Defendant/Appellant

By:



Gary L. Fischer PC, LLO #15943
Attorney for Defendant/Appellant
3606 Lafayette Avenue
Omaha, NE 68131
(402) 250-5622
GaryLFischerpc@gmail.com

Certificate of Service

The undersigned hereby certifies that on this ___ day of April, 2018 a true and accurate copy of the above NOTICE OF APPEAL was sent by email to Kevin R. Hopp, Attorney of record for Plaintiff at kevin@khopplaw.com

Gary L. Fischer PC, LLO #15943

Certificate of Service

I hereby certify that on Tuesday, April 17, 2018 I provided a true and correct copy of the Notice of Appeal Civil to the following:

Tschannen-Omaha LLC, represented by Kevin R. Hopp (Bar Number: 18329) service method: Electronic Service to kevin@khopplaw.com

Signature: /s/ Gary L. Fischer (Bar Number: 15943)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA) **CASE NO. CI 18-6703**
LIMITED LIABILITY COMPANY)
Plaintiff,)

vs.) **PRAECIPE FOR TRANSCRIPT**
)
)

KOMLAN GNRONFOU HOVOR,)
Defendant.)

Please prepare and certify a transcript of the pleadings filed in the above-referenced case, including:

1. Answer, Affirmative Defenses and Counterclaim, filed 04/11/2018;
2. Return of Summons, filed 03/30/2018;
3. Summons Issued on Komlan Gnrnfou Hovor, filed 03/22/2018;
4. Complaint-Forcible Entry & Detainer, filed 03/27/2018;
5. The Court's Order appealed from of April 16, 2018;
6. Court's Order to Proceed In Forma Pauperis of April 17, 2018;
7. Affidavit and Application to Proceed In Forma Pauperis filed April 17, 2018
8. Notice of Appeal, filed April 17, 2018;
9. Praecipe for Transcript, filed April 17, 2018;
10. Praecipe for Bill of Exceptions, filed April 17, 2018;and
11. The additional pleadings or documents specified by Supreme Court Rule #6-1452(A)(2)(a).

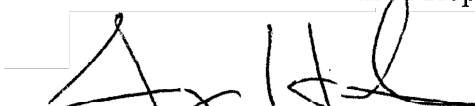
Komlan Gnrnfou Hovor
Defendant/Appellant

By: 

Gary L. Fischer, PC, LLO #15943
3606 Lafayette Ave
Omaha, NE 68131
(402) 250-5622
GaryLFischerpc@gmail.com
ATTORNEY FOR DEFENDANT/APPELLANT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 17, 2018 I served a copy of the foregoing
PRAECIPE FOR TRANSCRIPT by Electronic Service addressed to Kevin R. Hopp, Attorney
for Plaintiff, at kevin@khopplaw.com



Gary L. Fischer PC, LLO #15943

Certificate of Service

I hereby certify that on Tuesday, April 17, 2018 I provided a true and correct copy of the Praecipe-Appeal Transcript to the following:

Tschannen-Omaha LLC, represented by Kevin R. Hopp (Bar Number: 18329) service method: Electronic Service to kevin@khopplaw.com

Signature: /s/ Gary L. Fischer (Bar Number: 15943)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA) **CASE NO. CI 18-6703**
LIMITED LIABILITY COMPANY)
Plaintiff,)

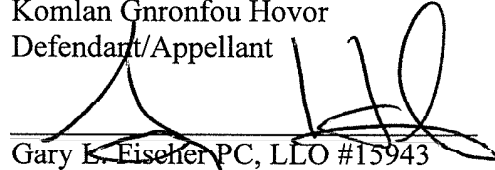
vs.) **PRAECIPE FOR BILL OF EXCEPTIONS**
)
)

KOMLAN GNRONFOU HOVOR,)
Defendant.)

Please prepare and certify a bill of exceptions, including exhibits, for the Trial on Possession held in this case on April 11, 2018.

Komlan Gnrnfou Hovor
Defendant/Appellant

By:



Gary L. Fischer PC, LLO #15943
Attorney for Defendant/Appellant
3606 Lafayette Avenue
Omaha, NE 68131
(402) 250-5622
GaryLFischerpc@gmail.com

Certificate of Service

The undersigned hereby certifies that on this 17 day of April, 2018 a true and accurate copy of the above PRAECIPE FOR BILL OF EXCEPTIONS was sent by email to Kevin R. Hopp, Attorney of record for Plaintiff at kevin@khopplaw.com



Gary L. Fischer PC, LLO #15943

Certificate of Service

I hereby certify that on Tuesday, April 17, 2018 I provided a true and correct copy of the Praecipe-Bill of Exceptions to the following:

Tschannen-Omaha LLC, represented by Kevin R. Hopp (Bar Number: 18329) service method: Electronic Service to kevin@khopplaw.com

Signature: /s/ Gary L. Fischer (Bar Number: 15943)

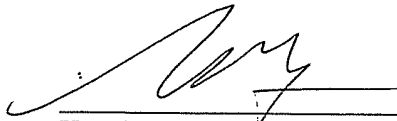
IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA) LIMITED LIABILITY COMPANY) Plaintiff,)	CASE NO. CI 18-6703
vs.)	APPLICATION AND AFFIDAVIT TO
	PROCEED IN FORMA PAUPERIS
KOMLAN GNRONFOU HOVOR,) Defendant.)	

STATE OF NEBRASKA)
) ss.
 COUNTY OF CASS)

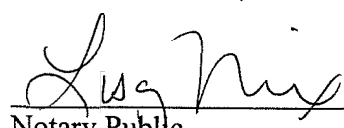
The undersigned Defendant/Appellant, Komlan Gnronfou Hovor, being first duly sworn upon oath, deposes and says:

1. I am the Defendant/Appellant in the appeal of the above-captioned matter;
2. This appeal is brought in good faith;
3. I am entitled to redress;
4. I am unable to pay the cost of an appeal, and am unable to provide security other than the payment of the monthly rent.
5. My total monthly income is \$1,200, derived from employment, which I receive. I have no assets which can be liquidated except for funds needed to pay rent for March, 2018.
6. My current rent for my apartment is \$500 per month.
7. My current expenses for rent, utilities, food, clothing, transportation, telephone and internet service equal or exceed my monthly income.
8. WHEREFORE, pursuant to Neb. Rev. Stat. § 25-2301 to 25-2310 (Cum. Supp. 2004) Affiants request that the Court authorize Affiants to proceed *in forma pauperis* and direct Cass County, Nebraska to pay Affiant's costs, including fees, preparation for the transcript and bill of exception, and any other costs. Affiant further requests that the provision of security be waived except for the payment of monthly rent of \$500 to the Clerk of the County Court.

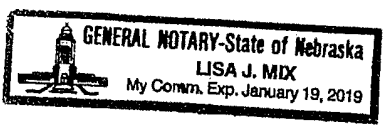


Komlan Hovor

SUBSCRIBED AND SWORN to before me this 17 day of April, 2018 by the person known to me to be Komlan Hovor.



Notary Public



Certificate of Service

I hereby certify that on Tuesday, April 17, 2018 I provided a true and correct copy of the Affidavit-Support of Motion to the following:

Tschannen-Omaha LLC, represented by Kevin R. Hopp (Bar Number: 18329) service method: Electronic Service to kevin@khopplaw.com

Signature: /s/ Gary L. Fischer (Bar Number: 15943)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

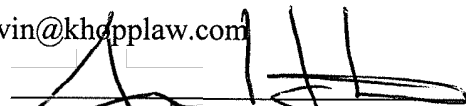
TSCHANNEN-OMAHA, LLC, A NEBRASKA) **CASE NO. CI 18-6703**
LIMITED LIABILITY COMPANY)
Plaintiff,)

vs.)

KOMLAN GNRONFOU HOVOR,)
Defendant.)

) PROOF OF SERVICE OF AFFIDAVIT
) AND APPLICATION TO PROCEED
) IN FORMA PAUPERIS

The undersigned hereby certifies that on April 17, 2018 I served a copy of this PROOF OF SERVICE OF AFFIDAVIT AND APPLICATION TO PROCEED IN FORMA PAUPERIS and the APPLICATION TO PROCEED IN FORMA PAUPERIS by Electronic Service addressed to Kevin R. Hopp, Attorney for Plaintiff, at kevin@khoppplaw.com



Gary L. Fischer, PC, LLO #15943
3606 Lafayette Ave
Omaha, NE 68131
(402) 250-5622
GaryLFischerpc@gmail.com
ATTORNEY FOR DEFENDANT

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA)
LIMITED LIABILITY COMPANY)
Plaintiff,)

CASE NO. CI 18-6703

vs.

APPLICATION AND AFFIDAVIT TO
PROCEED IN FORMA PAUPERIS

KOMLAN GNRONFOU HOVOR,)
Defendant.)

2018 APR 17 AM 11:36
FILED
CLERK OF COURT
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

The undersigned Defendant/Appellant, Komlan Gnrnfou Hovor, being first duly sworn upon oath, deposes and says:

- 1. I am the Defendant/Appellant in the appeal of the above-captioned matter;
2. This appeal is brought in good faith;
3. I am entitled to redress;
4. I am unable to pay the cost of an appeal, and am unable to provide security other than the payment of the monthly rent.

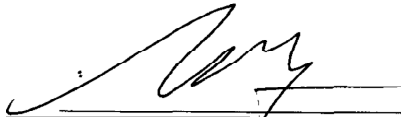
5. My total monthly income is \$1,200, derived from employment, which I receive. I have no assets which can be liquidated except for funds needed to pay rent for March, 2018.

6. My current rent for my apartment is \$500 per month.

7. My current expenses for rent, utilities, food, clothing, transportation, telephone and internet service equal or exceed my monthly income.

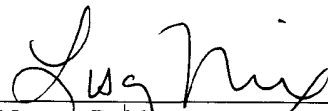
8. WHEREFORE, pursuant to Neb. Rev. Stat. § 25-2301 to 25-2310 (Cum. Supp. 2004) Affiants request that the Court authorize Affiants to proceed in forma pauperis and direct Cass County, Nebraska to pay Affiant's costs, including fees, preparation for the transcript and bill of exception, and any other costs. Affiant further requests that the provision of security be waived except for the payment of monthly rent of \$500 to the Clerk of the County Court.



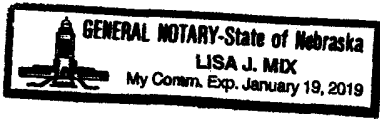


Komlan Hovor

SUBSCRIBED AND SWORN to before me this 17 day of April, 2018 by the person known to me to be Komlan Hovor.



Notary Public



IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA)
LIMITED LIABILITY COMPANY)
Plaintiff,)
vs.)
KOMLAN GNRONFOU HOVOR,)
Defendant.)

CASE NO. CI 18-6703

ORDER TO ALLOW DEFENDANT TO
PROCEED IN FORMA PAUPERIS

FILED
2018 APR 17 AM 11:36
CLERK OF COUNTY COURT
DOUGLAS COUNTY NEBRASKA
OMAHA, NEBRASKA

THIS CAUSE came on for hearing upon the Application of Defendant, Komlan Gnrnfou Hovor, for an Order of Court permitting him to file and otherwise prosecute his appeal without prepayment of costs or providing security; and the Court, being fully advised in the premises, finds and orders as follows:

- 1. Defendant is without adequate funds to prosecute his cause of action to appeal the Court's Order of April 16, 2018.
2. Defendant cannot prosecute his cause of action against Plaintiff if required to first pay filing fees and costs or provide security.
3. The statutes of the State of Nebraska allow the waiver of such costs and fees.

IT IS FURTHER ORDERED that the Clerk of the County Court of Douglas County, Nebraska shall permit the Defendant to file and prosecute his appeal herein without prepayment of costs or providing security; and all costs of the appeal and including the cost of the preparation of the bill of exceptions and transcript shall be paid by Douglas County.

It is further ordered that Defendant's rent for the unit is \$500 per month. As such Defendant is ordered to pay rent in the amount of \$500 per month into the clerk during the pendency of his appeal, beginning May 1, 2018. As additional cash supersedeas bond Defendant shall deposit \$1,500.00 SKS forthwith. It is further ordered that any writ of restitution issued in this matter be quashed.

SIGNED AND ENTERED this 17th day of April, 2018.

[Handwritten Signature]
County Court Judge

Prepared by:
Gary L. Fischer PC, LLO #15943
Attorney for Defendant/Appellant
3606 Lafayette Avenue
Omaha, NE 68131
(402) 250-5622
GaryLFischerpc@gmail.com



Certificate of eTranscript

Page: 1
DATE: 4/18/2018

DOUGLAS COUNTY COURT

County Court No. CI 18 6703

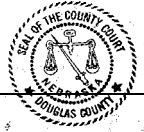
Tschannen-Omaha LLC, v. Komlan G Hovor

I, Mychelle Williamson, do hereby certify that I have attached to this certificate the original record of this case; that it is correct and the complete original record; that I have the legal custody and control of the original record; that this court is a court of record, has a seal and the seal is affixed; and that the foregoing attestation is correct, according to the laws of the State of Nebraska.

A poverty affidavit was filed on 04/17/2018.

Date: April 18, 2018

Signature: /s/ Mychelle Williamson



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, A NEBRASKA)	CASE NO. CI 18-3396
LIMITED LIABILITY COMPANY)	
Plaintiff-Appellee,)	
)	
vs.)	APPELLANT’S STATEMENT
)	OF ERRORS
)	
KOMLAN GNRONFOU HOVOR,)	
Defendant-Appellant.)	

COMES NOW Defendant-Appellant, Komlan Hovor, by and through his attorney, Gary L. Fischer of Gary L. Fischer P.C., L.L.O., and for Appellant’s Statement of Errors, states as follows:

1. The trial court erred when it ruled in Plaintiff’s favor even though Plaintiff failed to prove the amount of rent due by Defendant to Plaintiff, diminished by casualty damage to the rental premises through no fault of the Defendant as required by Neb. Rev. Stat. 76-1429 (1) (b).
2. The trial court erred when it ruled in Plaintiff’s favor even though Plaintiff failed to prove the amount of rent due by Defendant to Plaintiff, diminished by Plaintiff’s failure to mitigate damages by failing to accept rent lawfully tendered by Defendant, as required by Neb. Rev. Stat. 76-1405.
3. The trial court erred when it granted restitution to the Plaintiff when Plaintiff failed to comply with the notice provisions of Neb. Rev. Stat. 76-1431(2) as required by Neb. Rev. Stat. 76-1441 (1) (c), by failing to properly state the amount of rent due to Plaintiff. This failure to require notice in compliance with law defeats Defendant’s right to cure the default as required by Neb. Rev. Stat. 76-1431(2) and deprives Defendant of due process of law under the State of Nebraska and Federal Constitutions.
4. The trial court erred when it ruled in Plaintiff’s favor where Plaintiff failed to establish that it complied with paragraph 23 (e) of the lease agreement of the Parties, which requires that rent be diminished due to casualty damages to the rental premises.
5. The trial court erred when it ruled in Plaintiff’s favor by failing to find that the Plaintiff acted in bad faith, in violation of Neb. Rev. Stat. 76- 1411, by (a) refusing to accept lawfully tendered rent; (b) failing to mitigate it’s damages; (c) by failing to diminish rent owed by

Defendant according to law and the terms of the lease of the parties; and (d) by incorrectly stating the amount of rent due to Defendant.

Dated: June 7, 2018

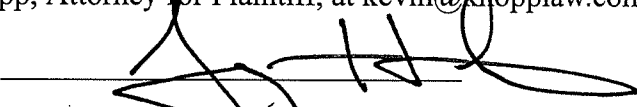
Komlan Gnronfou Hovor
Defendant-Appellant

By: 

Gary L. Fischer, PC, LLO #15943
3606 Lafayette Ave
Omaha, NE 68131
(402) 250-5622
GaryLFischerpc@gmail.com
Attorney for Defendant/Appellant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on 7th day of June 2018 a true and correct copy of the foregoing APPELLANT'S STATEMENT OF ERRORS was served on the Plaintiff by Electronic Service addressed to Kevin R. Hopp, Attorney for Plaintiff, at kevin@khopplaw.com



Gary L. Fischer PC, LLO #15943

Certificate of Service

I hereby certify that on Thursday, June 07, 2018 I provided a true and correct copy of the Statement of Errors to the following:

Tschannen-Omaha LLC, represented by Kevin R. Hopp (Bar Number: 18329) service method: Electronic Service to kevin@khopplaw.com

Signature: /s/ Gary L. Fischer (Bar Number: 15943)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TSCHANNEN-OMAHA, LLC, a
Nebraska Limited Liability Company,

CI 18-3396

Plaintiff-Appellee,

vs.

ORDER

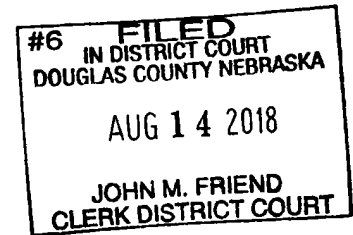
KOMLAN GNRONFOU HOVER,

Defendant-Appellant.

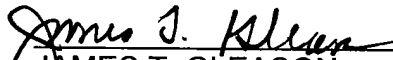
This matter came on Defendant's Appeal, the 8th day of August, 2018. The Plaintiff was represented by Kevin Hopp, and the Defendant was represented by Gary Fischer. A record of the proceeding was taken by Susan McKenzie. Evidence was adduced and arguments were had. Defendant has two weeks to submit a brief, Plaintiff has two weeks thereafter to submit a reply brief at which time, the Court will take the matter under advisement.

IT IS SO ORDERED.

DATED this 8th day of August, 2018.



BY THE COURT:


JAMES T. GLEASON
DISTRICT COURT JUDGE



CERTIFICATE OF SERVICE

I, the undersigned, certify that on August 15, 2018 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Gary L Fischer
garylfischerpc@gmail.com

Kevin R Hopp
tamri@khopplaw.com

Date: August 15, 2018

BY THE COURT:

John M. Friend
CLERK

