

FILED
DEC 07 2015

22ND JUDICIAL CIRCUIT
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IN THE CIRCUIT COURT OF THE CITY OF SAINT LOUIS
STATE OF MISSOURI

BENNETT K. WEBB,)	
)	
Plaintiff,)	Case Number 1522-SC00238-02
)	
vs.)	
)	
LANCE GOODMAN and KAREN)	
BOHNENSTIEHL,)	Division 29
)	
Defendants.)	

JUDGMENT

This case was called for hearing November 17, 2015 on Plaintiff Bennett K. Webb's amended petition by consent of all parties. Plaintiff Bennett K. Webb ("Webb") appeared in person and by attorney Richard J. Keyes. Defendants Lance Goodman ("Goodman") and Karen Bohnenstiehl ("Bohnenstiehl") appeared in person and represented themselves pro se. All parties announced ready for trial. Case was submitted on the pleadings, evidence adduced testimony of Bennett Webb, Janet Webb, Goodman and Bohnenstiehl, Plaintiff's exhibits 1 through 15 and Defendant's Exhibits A, B, C, and F. The record remained open until November 22, 2015 when taken under submission by this court.

The court now finds as follows: Goodman rented the premises at 4316 Potomac in the city of St. Louis. When he moved in, it conditionally passed the city inspection. That the parties agreed Goodman was to repair and maintain the property initially in exchange for reduced rent. Goodman and Webb originally entered a lease dated March 1, 2011, with a monthly rental payment of \$550.000 per month. In March of 2011, Goodman had outstanding utility bills in his name and was not able to get the utilities at 4316 Potomac transferred into his name thus Bohnenstiehl, his mother, agreed that her name could be added to the lease solely for the purpose of placing the utilities

in her name. Webb wrote letters to the utilities on behalf of Goodman and Bohnenstiehl, which allowed the utilities to be put into Bohnenstiehl's name, but they never added her name to the 4316 Potomac lease. Bohnenstiehl never signed a lease for the 4316 Potomac property. Bohnenstiehl did not agree she would be liable for the rent or any damage to 4316 Potomac property. Bohnenstiehl never resided in the 4316 Potomac property. Bohnenstiehl did not damage the 4316 Potomac property. Plaintiff Webb did not prove there was an agreement between Webb and Bohnenstiehl for Bohnenstiehl to assume liability for rent or any damage to the 4316 Potomac property.

After the one year written lease between Webb and Goodman for 4316 Potomac expired, Goodman rented said property on a month -to- month basis. Goodman agreed to pay increased rent of \$650.00 per month and later \$800.00 per month. Webb sent a notice to Goodman and Bohnenstiehl dated November 3, 2014 to the 4316 Potomac address that stated they had thirty days to vacate said property and that until the floors were finished, \$3,250 was owed in back due rent, minus the security deposit of \$400. No proof was submitted that Payment was made. Webb filed a rent and possession action against Goodman and Bohnenstiehl on December 4, 2014 stating that rent was \$800 per month and that \$3,900 was due for the period June 1, 2014 to December 4, 2014 . Webb and Goodman participated in settlement negotiations, Goodman moved out, and Webb thereafter filed a dismissal without prejudice in Case Number 1422-AC15648 on December 11, 2014. Webb changed the locks on the house at the Premises but did not change the locks on the garage.

Although there were subsequent settlement discussions, no settlement was reached by the parties. Additionally, there were confrontations between Webb and Goodman and Webb, Jane Webb and Goodman regarding the garage and the contents of the garage with police involvement. The Court also finds that there was some damage to the house and garage that occurred during Goodman's tenancy, which was not sufficiently, repaired, however said property was also in need of repair before Goodman moved in.

Webb introduced photographs of damages, which were disputed by Goodman. Goodman admitted that he and/or his girlfriend damaged the sod and fence at the Premises and claimed that he repaired the fence and replaced the sod; however, no evidence of repair costs was submitted. Goodman submitted photographs of preexisting damages, which were disputed by Webb.

Janet Webb testified that tools in the garage belonged to Goodman.

Webb testified that he estimated the cost to repair the alleged damage and his out-of-pocket expenses would be approximately \$10,466.36. Webb testified the value of the alleged damages to the property as indicated in Exhibit 8 were his personal estimates. The court finds Webb is justly entitled to recover from Goodman reasonable and proven damages for the cost of the repairs to the garage, house, sod and fence that did not exist at the time he moved into the property.

Goodman admitted that he owed rent in the sum of \$1,030 through December of 2015. The Court finds rent due and owing is \$2,450.00 and that Goodman has no right to the return of his security deposit.

Goodman testified there was damage to the 4316 Potomac property before he moved in, he was asked to make repairs during the time he resided there and he was given credit against his rent for repairs made. The court finds that there was damage to the property before Goodman moved in, and he is not responsible for all needed repairs.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED that the Plaintiff, Bennett K. Webb, have and recover from Defendant, Lance Goodman, judgment in the amount of \$2,450.00 for rent at 4316 Potomac and \$5,233.18 for damages for a total of \$7,683.18 plus costs of Court.

SO ORDERED:


Judge Nicole Colbert Botchway

December 07, 2015

cc: Richard J. Keyes, Attorney for Plaintiff 12300 Old Tesson Rd., Ste. 100B, St. Louis, MO 63128
Lance Goodman & Karen Bohnenstiehl, 5231 Southwest Avenue, St. Louis, MO 63139