

IN THE CIRCUIT COURT OF JOHNSON COUNTY, ARKANSAS
CIVIL DIVISION

Ken Skrien

PLAINTIFF

CASE NO. 36CV-24-165

v.

Todd Anthony Matyjasik
Samantha Presley Matyjasik
Abigail Johnson
Faith Johnson

DEFENDANTS

FIRST REVISION

COMPLAINT IN UNLAWFUL DETAINER (RESIDENTIAL)

COMES NOW the Plaintiff (Landlord), Ken Sebastian Skrien, pro se, and
for his Complaint against the Defendants (Tenants), Todd Matyjasik,
Samantha Presley Matyjasik, Abigail Johnson and Faith Johnson, for
Unlawful Detainer states as follows:

JURISDICTION

1. The Landlord leased a single family home located at: 1068/1069 Highway 215, Oark, located in Johnson County, Arkansas, (hereinafter "Property") to the Tenants.
2. Jurisdiction and venue are proper in this Court.

RIGHT TO POSSESSION

3. The Landlord is the owner of the leased property as the sole Settlor, sole Trustee and sole Beneficiary of the Revocable Trust DCA (hereinafter "Trust"). (Exhibit "A")
4. The Landlord, Ken Sebastian Skrien was known as Kenneth R. Bereski II at the time the Trust was established. Landlords legal name was changed through an Order for Name Change through Johnson County case number 36CV-22-184 (Exhibit "B")

RENTAL AGREEMENT

5. The Landlord and Tenants entered into an Oral Lease Agreement (hereinafter "Lease"), which was entered into on or around September 28, 2022. Under the terms of this Lease, Tenants were granted possession of the three bedroom single family home exclusive of the unfinished garage and separate room above the garage. Landlord

retained the sole possession of this portion of the structure and reserved the right use this area for any and all lawful purposes. Tenant was granted shared access to the driveway and other portions of the property appropriate to a residential lease. Lease did not include exclusive access to any portion of the property other than the home itself.

6. After initially beginning the eviction process through a Notice to Quit served in December 2023, Tenants and Landlord had agreed for the Lease to expire following the end of classes for the Jasper School District where the Tenants minor child was enrolled. Landlord agreed to this extension in the interests of the child, and after expressing concern regarding ability to pay rent for this period, Tenants agreed to provide labor towards repairs and improvements of Landlords property in lieu of cash payment for the remainder of tenancy. Tenants were aware that Landlord had already rented the property to a new tenant effective June 1, 2024.
7. Upon the expiration of this Lease, Tenants did not return possession of the Property to Landlord. Tenants holdover was not in good faith, as Tenants were aware of Landlords obligations to a future tenant. Tenants avoided communication and made no attempt to move out

prior to that date, and continues to unlawfully hold possession of the property in bad faith.

8. As a result of Tenants willful violation of the Lease terms, Landlord has lost the tenancy of the aforementioned future tenant, with whom there was at least a one year agreement at a monthly rate of six hundred and fifty dollars (\$650.00). As this continued holdover is in bad faith, pursuant to Arkansas Code § 18-17-704 Landlord seeks to recover twice the actual damages resulting from loss of rental contract totaling fifteen thousand six hundred dollars (\$15,600.00). (Exhibit "F")

NOTICE OF RIGHT OF POSSESSION

9. The Landlord, on the 27th day of June, 2024, gave three (3) days written notice to the Tenants as required by law, demanding that the Tenants vacate the property. At the same time Tenant was also served ten (10) days Notice to Vacate pursuant to § 18-16-101. A copy of the notice is attached hereto as Exhibits "C" and "E" , and is hereby incorporated by reference as if set forth fully in length herein. Proof of service of this notice is attached as Exhibit "D". At this time, the

Tenants have refused to quit possession of the premises and are willfully withholding and unlawfully detaining the premises.

CARES ACT IMPLICATIONS

10. This property does not have a federally-backed mortgage or an income-based housing subsidy such as Section 8, Public Housing, Rural Development, or Low-Income Housing Tax Credit.

GROUND FOR EVICTION

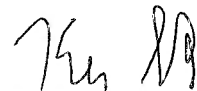
11. Landlord seeks to have the Tenants evicted for the following reasons:

- The Tenants have stayed on the property beyond the time allowed under an eviction notice from the Landlord.
- The Tenants have failed to maintain the premises in a safe, healthy, or habitable condition. Violations include, but are not limited to, the absence of running water.
- The Tenants have caused the premises to become a common nuisance subject to abatement under the Arkansas Drug Abatement Act § 16-105-401.

12. Pursuant to the above, the Tenants are currently in unlawful possession of the premises.

13. The Landlord is subject to relief pursuant to Arkansas Code Ann. § 18-60-304.
14. The Landlord respectfully requests the Court enter a Writ of Possession for the Plaintiff, and a judgement against the Tenants for the losses and expenses incurred by the Landlord as a result of Tenants holdover.
15. That upon final disposition of the action, the court distributes any money paid by the Tenants under § 18-60-307(c) into the registry of the court first toward satisfaction of the Landlord's judgement, if any, and the remainder to the Tenants.
16. The Landlord reserves the right to amend this Complaint to add additional damages if applicable.

WHEREFORE, PREMISES CONSIDERED, Landlord requests the Court issue a Writ of Possession for immediate possession of the property by the Landlord, for judgement for Landlords losses, and for any and all just and proper relief.



PLAINTIFF
1072 Highway 215
Oark, AR 72852

EXHIBIT A - page 1 of 2

REVOCABLE TRUST AGREEMENT OF DCA

THE UNDERSIGNED SETTLOR, KENNETH R. BERESKI II, [Settlor], who resides at The Village Condominium CB, Unit C-6, Building 14, 3986 Crayrich Circle, Orlando, Florida 32839-7556, hereby creates this Revocable Trust and states as follows:

1. NAME OF TRUST: The name of this Trust is **THE REVOCABLE TRUST DCA**, dated July 6, 2018.

2. TRUST ASSETS: Settlor gives to the Trustee hereinafter designated various assets for the purposes hereinafter discussed. These assets include but are not necessarily limited to the above condominium and any other assets Settlor may periodically place into this Trust.

3. APPOINTMENT OF TRUSTEE: The Settlor appoints himself to act the Primary Trustee. In the event he becomes unable to serve in that capacity, Settlor appoints [REDACTED], as the Successor Trustee, who resides at [REDACTED]. The Trustee shall act without bond and without the intervention of any court to the extent that such bond and court intervention in any process may be waived by me under the laws of the State of Florida. Settlor expressly waives any requirement that any Trust hereby created be submitted to the jurisdiction of any court, that the Trustee be appointed or confirmed by any court, that evidence of such appointment or confirmation be filed in any court and that the Trustee's accounts be heard, filed with or allowed by any court. This provision shall not prevent any beneficiary or Trustee from requesting or requiring any procedures waived.

4. TRUSTEE POWERS: The Primary Trustee shall hold the Trust estate as a single Trust for the benefit of himself. In the event that he, as the Primary Trustee, is unable to serve in such capacity, then the Successor Trustee shall from the income and principal make distributions to the Settlor for his care, comfort, maintenance, health, and all other monies to maintain his standard of living. Such distribution shall not be less than monthly.

5. POWER TO SELL, TRANSFER OR CONVEY: The Trustee, without application to any court for more special authority therefor, shall have the sole power, discretion and right to sell, transfer or convey, without notice, at public or private sale, and to exchange, mortgage, lease for any term, pledge, partition, appraise, apportion, divide in kind, borrow on or hypothecate any and all of the Trust funds and properties, whether realty or personalty, upon such terms and conditions as the Trustee deems in the best interest of this Trust, and in so doing to execute all necessary deeds or other instruments.

6. BENEFICIARY: After the demise of the Settlor, the beneficiaries of this Trust is are

EXHIBIT A - page 2 of 2

his then surviving animals. They are **Cosita, Lola, Fritz, Gala, Frankie and Trooper**. The Successor Trustee shall take possession of the latter animals and directly or indirectly meeting the physical and emotional needs of these animals, including but not limited to food, water, shelter, vet care and companionship. While any of the animals are alive, the Successor Trustee shall receive from this Trust the sum of \$1,000.00 per full month of his service herein. Upon the demise of the last of said animals, the remaining balance of the Trust funds shall be distributed by the Successor Trustees to animal welfare 501(c)(3)s. In the event there are other animals residing with the Settlor, they shall be included as a beneficiary of this Trust and accorded the full benefits of this Trust.

7. DEATH OF BENEFICIARY: In such event, a proper and respectful disposition shall be made.

8. REVOCABLE NATURE OF TRUST: It is understood that this is a revocable Trust; that Settlor has the full and complete right to voluntarily seek the return of the assets placed into this Trust and that Settlor does not waive any reversionary interest in the Trust assets.

9. POWER TO AMEND TRUST: Settlor reserves the right to add to, amend or other wise substitute the property placed into this Trust without prior notice or consent from anyone.

SIGNED, SEALED, PUBLISHED and declared by Settlor in the presence of the undersigned witnesses, who at Settlor's request and in the presence of Settlor and in the presence of each other, subscribed their names as witnesses after Settlor signed this instrument in Miami Beach, Florida on the date shown on page 1 of this document.

Witness: _____

Kenneth R. Bereski II, Settlor

Witness: _____

THE FOREGOING INSTRUMENT was acknowledged before me on the above date, in Miami-Dade County, Florida, by the above Affiant-Settlor, who did take an oath, and is personally known to me or who produced as identification Florida I.D. #B620-516-80-298-0.

(Signature) _____

Notary Public

My Florida Notary Commission Expires:



This instrument was prepared by Kenneth N. ReKant, P.A.
5660 Collins Avenue, Suite 15E, Miami Beach, FL 33140

Tel: 305-531-2225 Fax: 305-538-8014 Email: rekantlaw@gmail.com

EXHIBIT B

ELECTRONICALLY FILED
Johnson County Circuit Court
Monica King, Circuit Clerk
2022-Dec-07 09:56:34
36CV-22-184
C05D04 : 1 Page

IN THE CIRCUIT COURT OF JOHNSON COUNTY, ARKANSAS

4TH DIVISION

IN RE: Kenneth Bereski II

36CV-22-184

ORDER FOR NAME CHANGE

On this date, the petition of Kenneth Raymond Bereski II is presented, the petitioner appearing in person, pro se, and the Court, from the petition filed herein, the testimony given and other proof before the Court, finds:

The petitioner has shown reasonable cause for changing his name.

IT IS THEREFORE ORDERED, pursuant to A.C.A. § 9-2-101, that petitioner's name be changed from Kenneth Raymond Bereski II to Ken Sebastian Skrien and that petitioner shall hereinafter be known as Ken Sebastian Skrien. IT IS FURTHER ORDERED that he shall sue and be sued, plead and be impleaded, by the name Ken Sebastian Skrien.

IT IS FURTHER ORDERED that the petition filed herein and this order be entered by the Clerk upon the record of this Court.

Den C. Suttles
CIRCUIT JUDGE

12/07/22

Date

EXHIBIT C

NOTICE TO VACATE

June 25, 2024

Todd Matviasik
Samantha Matyjasik
Faith Johnson
Abigail Johnson
and minor child

1069 Highway 215
Oark, AR 72852

TO TENANTS AND ALL OTHERS IN POSSESSION OF THE PREMISES LOCATED AT:
1069 Highway 215, Oark, AR 72852

PLEASE TAKE NOTICE that the tenancy under which you hold possession of the premises described herein currently has delinquent rent in the total sum of \$1625.00, representing partial rent due for the period from June 01, 2021 to June 31, 2024.

PLEASE TAKE FURTHER NOTICE that if within TEN (10) days after service of this notice, you have not quit the subject premises, moved out and delivered up possession of the same to The Revocable Trust DCA you may be tried for Failure to Vacate pursuant to Arkansas Law. Such proceedings are independent of any civil action brought by Landlord.

THIS NOTICE IS INTENDED TO SATISFY THE TEN (10) DAY NOTICE FOR FAILURE TO PAY RENT, REQUIRED IN ACCORDANCE WITH THE ARKANSAS RESIDENTIAL LANDLORD AND TENANT ACT § 18-16-101.

LANDLORD RESERVES ALL RIGHTS AND REMEDIES PROVIDED UNDER APPLICABLE LAWS OF THE STATE OF ARKANSAS, INCLUDING BUT NOT LIMITED TO DAMAGES FOR UNPAID RENT OR PROPERTY AND LAWFUL REMEDIES PURSUANT TO PRIOR NOTICES. NOTHING IN THIS NOTICE MAY BE CONSTRUED AS A WAIVER OF SUCH RIGHTS AND REMEDIES.

Dated: June 25, 2024

By: _____
Ken Skrien (Trustee) on behalf of The Revocable Trust DCA

EXHIBIT D

Johnson County Sheriff

Po Box 39 Clarksville, AR 72830 (479) 754-2200

CTN: 2024 - 182

Case No: SKRIEN.EVICTION

Skrien, Ken

VS.

Matyjasik, Todd & Samantha

Target: Matyjasik, Todd & Samantha

1069 Hwy 215
Oak, AR 72852

Attempted Service

Target	Date	Officer	Initials

Return Date: _____

I certify that I have served this Eviction on Todd & Samantha Matyjasik as follows:

☒ **Personal Service** - by leaving a copy of the Eviction with Todd & Samantha Matyjasik personally.

☐ **Substitute Service** - by leaving a copy of the Eviction at the target's usual place of resident with a member of the family, of the age of 18 years or upwards, and informing that person of the contents thereof. A copy of the summons was mailed on _____ to Todd & Samantha Matyjasik .

☐ **Service on -** ☐ Corp. ☐ Co. ☐ Business ☐ Partnership

By leaving a copy of the Eviction with the registered agent, authorized person or partner of Todd & Samantha Matyjasik .

Writ Served On: _____ (relationship) _____

Sex: ☐ Male ☐ Female Race: ☐ Black ☐ White ☐ Asian ☐ Am. Indian ☐ N. Hawaiian ☒ Unknown Age: _____

Served By: _____ Date: _____ Time: _____

ADDITIONAL REMARKS: Possible Drug Use - Possible No Running Water w/ Children in the home
6-27-24 @ 131 JC32 + JC33 Served on Samantha Matyjasik.

Sheriff's Fees:

Service and Return: _____ Miles: _____ Total: _____

Fees Paid: _____ Paid By: _____

Johnson County Sheriff

EXHIBIT E

NOTICE TO VACATE

June 25, 2024

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Samantha Matyjasik
Faith Johnson
Abigail Johnson
and minor child

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Oark, AR 72852

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PLEASE TAKE FURTHER NOTICE that within THREE (3) days after service of this notice, you are hereby required to quit the subject premises, move out and deliver up possession of the same to The Revocable Trust DCA. Failure to vacate pursuant to this notice will result in additional civil proceedings against you to recover rent, damages and possession of said premises.

THIS NOTICE IS INTENDED TO SATISFY THE NOTICE FOR FAILURE TO PAY RENT REQUIRED IN ACCORDANCE WITH THE ARKANSAS RESIDENTIAL LANDLORD AND TENANT ACT § 18-17-701 & § 18-60-304.

LANDLORD RESERVES ALL RIGHTS AND REMEDIES PROVIDED UNDER APPLICABLE LAWS OF THE STATE OF ARKANSAS, INCLUDING BUT NOT LIMITED TO DAMAGES FOR UNPAID RENT OR PROPERTY AND LAWFUL REMEDIES PURSUANT TO PRIOR NOTICES. NOTHING IN THIS NOTICE MAY BE CONSTRUED AS A WAIVER OF SUCH RIGHTS AND REMEDIES.

Dated: June 25, 2024

By: _____
Ken Skrien (Trustee) on behalf of The Revocable Trust DCA

EXHIBIT F

8/27/24, 12:38 PM

Gmail - Regarding Rental in Oark



Ken Sebastian Skrien <[REDACTED]>

Regarding Rental in Oark

Kristin Oteri Kitchens <[REDACTED]>
To: Ken Sebastian Skrien <[REDACTED]>

Mon, Jul 29, 2024 at 8:34 PM

Dear Ken,

Last year we'd agreed to a one year rental of the house at 1069 Highway 215 for \$650 monthly. I'd hoped that this arrangement would last well beyond that. When your existing tenants weren't ready to move out in late December I'd even agreed to postpone my move-in date all the way until June 1st to allow for the end of the school year.

It is nearly August - 7 months after I was supposed to be living there - and there is still no indication the home will be ready for me anytime soon. The driveway is now completely torn up, what was once the yard is now covered in tire tracks and trash. I've no doubt the interior is no better. When I viewed the property last year, your existing tenants had quite the mess despite a weeks notice that you'd be showing me the home.

At this point, based on your inability to fulfill your end of the agreement, I've had to find other accommodations and will no longer be renting your home.

Thank you for your time and I hate to hear the issues you have had to deal with regarding getting these tenants out of your home in a challenging economy.

Thank you,

Kristin Kitchens
[REDACTED]

