

FILED
APR 05 2024

OFFICE OF THE CLERK
SUPREME COURT, U.S.

No. 24-6350

IN THE
SUPREME COURT OF THE UNITED STATES

CHARLES ANDREW WENNER — PETITIONER
(Your Name)

vs. — RESPONDENT(S)
Gehrid Hensley, & co Quinn Kaiser, Haynen Johnson ON

PETITION FOR A WRIT OF CERTIORARI TO

MONROE CTY COURT JUDGE SALZMAN
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Charles Andrew Wenner

(Your Name)

702 Sth Washington

+ See attached
Odyssey messages
short recent
judgment orders

(Address)

BLOOMINGTON

(City, State, Zip Code)

Indiana 47401

(Phone Number)

8123204821

Zoom

@ TREC (8h / MAR. 7)

PLAINTIFF Moh 30 2023

QUESTION(S) PRESENTED

FACTS ALLEGED'S. WERE ALLOWED.

(A) THIS WAS A LIE. VERIFICATION, SEE LEASE
NOTARIZED SIGNED

(B) TO PROVE ILLICITLY MADE LEASE WHICH - PLS REFS.
5 WERE FROM OUTSET IN DIRECT BREACH
OF CLEARLY STATED ZONING REGS ENFORCED
STRCTLY IN BLOOMINGTON. (SEE 2008 CASE)

(C) I WAS ONLY ADVISED OF
THE CONDITION OF THE BSMT ON JUNY 23RD.
IF SIMPLY MADE HANSEY & CO REAISE 5 OCCUPANTS
WAP NOT GOING TO WORK @ #2. [5 WERE ALSO NOT
ALLOWED]

(D) MY FIXING, UP WITH PRO HELP FROM A/Renter
MADE NO DIFFERENCE.

IF WAS READY & CLEANING, IS WHAT LEASE REQS.
BUT TENANTS DID NOT VIEW !

LIST OF PARTIES

All parties appear in the caption of the case on the cover page. *✓ yes.*

All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Sheet # 1

RELATED CASES

Case # 53C08-0708, OR 10/052

in 2008

AN IDENTICAL CASE WAS BROUGHT
Against me by Bloomington Hand rep
4 Tenants ^{had} ~~had~~ ^{illegit} ~~illegit~~ ^{had}
@ To. ~~that~~ had + ADDED
asked my permission. They claimed I had "allowed"
this breach and I was made to pay an 8000 \$
fine for Breach of Zoning laws. MY ATTORNEY THEN AGREED TO PAY
see clause #30

THESE TENANTS WERE ALSO FOUND TO BE DOING DRUGS
THIS FINE WAS A MERE BAG AMOUNT. IF IT HAPPENED
AGAIN I WAS TOLD # 14000 WOULD BE PAYABLE!!
NO WAY WOULD I HAVE RISKED THAT!

LIST OF PARTIES

[] All parties appear in the caption of the case on the cover page. *✓ yes*

[] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

CHARLES A WENNER VS Gehrid Hensley, & co Quinn Kaiser, Haynen Johnson

RELATED CASES

Case Number: 53C08-2202-SC-000214

Leslie Kutsenkov

As a result of the proceeding, by voluntary & co
This last minute temporary was agreed
for out loan w/ Kutsenkov at 50%
remission from what Airone great had paid
a monthly expense \$600 or less or \$200 pm
STIPULATED 12 MTHS MINIMUM AS A Condition
Kutsenkov only stayed 2 months &
broke the Agreement.

(See sheet #1
for full act.)

2
53C08-0708-0V01052
in 2008. IDENTICAL CASE FILED AGAINST
MS BY BLOOMBERG ATTY. I HAD NOT ALLOWED \$5.
8000 \$ HIE WAS LEVIED. ALFORD THREATENED IT repeat

"The central question and issue warranting transfer of this case to the supreme court is the issue of DIRECT MISINFORMATION (lies*) upon which the plaintiffs rest THEIR CASE. **THIS HAS MISLED THE COURT & led to a miscarriage of justice** " In PARTICULAR

A) under the law at 702 it was made crystal clear that the contract only 3 leaseholders

& MAX ONE guest are allowed NOT 5 (lease *cf clause 30*) NOTHING ANYONE can say changes ^{CENTRAL} this. i ISSUES COULD NOT authorise & did NOT KNOW of 5 occupants as falsely alleged by the QUESTION, ISSUE, OR PRECEDENT WARRANTING TRANSFER

plaintiff until JULY 28 th.21

The plaintiffs have lied outright and misinformed the court about this central issue. They were in BREACH of contract from the outset by deliberately & without my knowledge planning to accommodate 5 occupants. They were very clearly MADE aware of the zoning law all along both verbally and in the lease. They only openly admitted in court 03.30.23 they had planned to be 5 PRETENDING I KNEW ALL ALONG. I had ONLY met GH prior to the hearing (on the phone). That there were suddenly going to be 5 was first given to me as the reason that they must

RENEG ^{I advised they would lose their deposit immediately} on july 28 th.21 BY GH. To spell it out GH announced only on july 28 when i promised to resolve the issues in the bsmt by aug 15 " he had taken the difficult decision to add a member to the group, ^{making it's occupants (1 too many)} and now the house was too small for them so they would be looking elsewhere.

B) the state of the bsmt area july 23.21? Noone realised th north side of the BSMT was needed
THERE ARE FOUR BEDROOMS UPSTAIRS

is agreed it WASindeed in a bad state on july 23. Kidd

had locked it off and ignored it because he hadn't realised it was to be used for ILLEGALLY accommodating A 5 th member. HOWEVER IT WAS DEALT WITH july 28<aug15>after he left july 16 as soon as i was informed. He had not realised as now seems clear vthat it was to be used to

accommodate the 5th person in GH s group tho this was never requested or stated by GH or known

about by myself^{D) as} Rescuing alleged at the the bsmt hearing as it 03.30.23 was found on july 23 by GHⁱⁱ was de nitely achievable by AUG15 the C*) contrary to allegation once made the plaintiffs we will show how the place overall was veri ABLY radically not ^{by} fairlly better²⁸. WE PROVED by SHAPEMY in Jly IMMEDIATELY 21 than it employing had been Sam ^{le} Rozier when Taylor ^{le} Barton

viewed. from AMERICAN RENTALand paying them 800\$. 18 days. The entire house has been painted in 2 weeks. Fixing the bsmt was NO insurmountable task & was done. The plaintiff did not show up Aug 15 to view

fi in Sam Taylor less. Both were waiting at 702 (my instruction) ready for THE inspection aug 15 WHEN THE LEASE WAS SUPPOSED TO BEGIN. EVERY issue highlighted on 03.30.23 was verifiably dealt

with. Yet the Plaintiff chose not to show up as he told me the "house was now too small". In truth

by their own formal admission on 03.30.23 under OATH in court, there were from the start 5 members in the group. **THIS WAS NOT JUSTIFIABLE RENEGING**.

they threw pics Aug 15 and found the place unsatisfactory at that time - it might have been justifiable.

just NOT showing up, was NOT LEGAL. By themselves own admission HE DECIDED FINALLY in was not going to work & gave THAT as of what I did

please use
appendix as most
useful to you

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TABLE OF AUTHORITIES CITED

CASES

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STATUTES AND RULES

OTHER

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

[] For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

[] yes reported at 4 Dec 23; or, [] has been designated for publication but is not yet reported; or, [] is unpublished.

The opinion of the United States district court appears at Appendix N/A to the petition and is

[] reported at _____; or, [] has been designated for publication but is not yet reported; or, [] is unpublished.

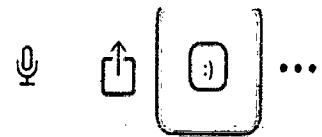
[] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix A to the petition and is

[] reported at 4 Dec 23; or, [] has been designated for publication but is not yet reported; or, [] is unpublished.

The opinion of the Indiana Court of Appeals court appears at Appendix 4 to the petition and is

[] reported at 4 Dec 23; or, [] has been designated for publication but is not yet reported; or, [] is unpublished.



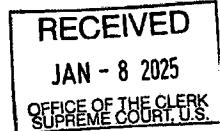
For cases from state courts:

The date on which the highest state court decided my case was 27 March 24
A copy of that decision appears at Appendix _____.

A timely petition for rehearing was thereafter denied on the following date:
April 3 2024, and a copy of the order denying rehearing
appears at Appendix _____.

An extension of time to file the petition for a writ of certiorari was granted
to and including _____ (date) on _____ (date) in
Application No. A _____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).




dc 1624

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

* BREACH OF ZONING REGS" PLANNED
FROM OUTSET & NOT
STATED WHAT MC
HAD WILL CONFIRM

4. STRICT ZONING REGS APPLICABLE @ 1028th Washington
BL IN 47801

MAX 3 LEASEHOLDERS
1 GUEST

TOTAL 4
= MAX.

NOT MORE

THIS INFO WAS SHARED & MADE VERY EXPLICIT
VERY EXPLICITLY WAS SIGNED BY 3 LEASEHOLDERS & NOTICED

1 GUEST IS ALLOWED.

@ THE HEARING Mch 30 2023 Monroe City Court
(Under GARN) 5 OCCUPANT APPEARED - (HAD NOT MADE ANY OTHER
THIS CRITICAL BREACH WAS BLAMED ON ME
SAYING I HAD "ALLOWED IT" WRITTEN IN FACT
I HAD NOT (AS COULD NOT.)

ON THE CONTRARY I HAD STRICTLY FORBIDDEN
MORE THAN THE LAW ALLOWS = 4 IN TOTAL.

The lease makes it abundantly clear ONLY

ab23. breach of zoning reg8 INVALIDATES THE LEASE.

IT COMES FROM THE OWNER, THIS COURT HAD PLANNED
TOOK TO BE 5 PLACING ONE PERSON IN THE BMT.

WITHOUT TELLING ME, ONLY JULY 27 DID
THIS A.L ADMITTED AS A REASON TO RENEGGE.

STATEMENT OF THE CASE

Indiana COURT OF APPEALS CASE~23A SC 00973

WENNER VS HENSLEY

March 22, 24

Petition to transfer to supreme court

PAGE 1

QUESTION, ISSUE, OR PRECEDENT WARRANTING TRANSFER *rule 57g

"The central question and issue warranting transfer of this case to the supreme court is the issue of DIRECT MISINFORMATION (lies*) upon which the plaintiffs rest THEIR CASE

THIS HAS MISLED THE COURT & led to a miscarriage of justice "

T L

REASONS FOR GRANTING THE PETITION

INDY SUPREME COURT REFUSED TO CONSIDER THE CASE AS
THEY CLSIMED IT WAS OUT OF TIME
JUSTICE WAS NOT SERVED

1

THREE TENANTS SIGNED THE LEASE WITNESSED BY NOTARY PUBLIC
As allowed 2

IT MATERIALISED IN JULY 2021 2 .5 weeks before move in date aug15
THAT THE GROUP HAD GROWN to 5. ONE MORE THAN ALLOWED

3 [REDACTED]

HENSLEY ANNOUNCED while i was working in Italy IN JULY 27 2021
“THE GROUP HAD GROWN TO 5 members **AND NOW THE HOUSE WAS**
TOO SMALL FOR THEM. SO they WOULD BE LOOKING ELSEWHERE”

I told him renegotgjng on his contract would mean LOSING his deposit . The
house was readybto receive the MAX 4 allowed. But not more.

4

He NOTIFIED me THE BSMT NTH SIDE WAS IN SERIOUS NEED OF
ATTENTION AND JUSTIN KID (hsemgr)HAD IGNORED IT thinking noone would
use it. (THE SOUTH SIDE BSMT SAUNA & BATHROOM LAUNDRY AREA WERE
all OK)

NTH SIDE HAD BROKEN DRYWALL AND MOULD AND NEEDED **CLEANING**. I
promised it would b taken care by Aug 15 and immediately organised that

5

IT BECAME CLEAR HENSLEY FROM THE START HAD LIED SAYING HE HAD
MAX 4 but in fact all along **ILLICITLY HAD 5 MEMBERS IN HIS GROUP & had all**
ALONG PLANNED TO PUT The FIFTH PERSON DOWN IN THE NORTH SIDE
OF THE BSMT. WHEN HE SAW JULY23.21 it wasnt ready that plan seemed
unlikely to work. The lease states it is invalidated if the zoning regs are
broken

6

Justin kid did many things to improve the house in his 6 mths as paid mgr but
hadn't ONbothered ~~the~~ ~~condition~~ ~~the~~ ~~condition~~ 2 .5 weeks before move in from

Hensley i engaged professionals ~~from~~ AMERICAN RENTAL TO REPAIR
THE DRY WALL AND TREAT THE MOULD AND CLEAN READY FOR AUG
15, THIS THEY DID **TO A HIGH STANDARD & THEY SHOWED ME IT**
WAS IN FACT READY ON AUG 15 though at NO TIME WERE THE
TENANTSTOLD IT WAS OK TO BE 5 OCCUPANTS AT 702. On the
contrary the lease THE THREE LEASEHOLDERS SIGNED EXPLICITLY

FORBIDS IT . TENANTB DID NOT show up to view Aug 15

7. HENSLEY IN COURT 2023 two years later MARCH 30 Then LIED OUTRIGHT IN HIS
DEPOSITION TO STULEGAL HIS ATTORNEYS AND THE JUDGE GALVIN PRESIDING
inaccurately alleging i had authorised 5 occupants at outset and had known about them all along.

8. The lease states explicitly in clause30 that the lease is MADE NULL & VOID IF THE SIGNATORY
IGNORES THE ZONING REGULATIONS OR DEFIES THEM BY EXCEEDING THE LIMITS. Three
unrelated adult leaseholders only are allowed and ONE GUEST in addition Is tolerated by HAND

The plaintiffs ENTIRE case rests on the fact the nth side bsmt wasnt ready on july23 fr a 5 th person: they had planned it fr HABITATION by a 5 th on aug15.21 THERE are 4 perfectly good bedrooms upstairs . Only4 are legal 5 ARE NOT!!The nthside bsmt was NEVER intended to be used as 5 th bedroom. AT THE HEARING HENSLEY DEFTLY OMITTED telling the court that he had ONLY INFORMED ME OF 5 SCHEDULEDoccupantsTWOFRWEEKSAUG BEFORE MOVE IN 10.

15.21, THEN SAYING his group had grown & WAS "HIS REASON FOR RENEGGING ON HIS LEASE, as 702 sth Washington was now TOO SMALL.

10 . The obvious conclusion is to affirm the deposit monies are legally retained by owner & ALL legal costs & ALL other contrived amounts relating to alt accommodation big enough to accomodate 5 AT THE LAST MINUTE ARE STRUCK OUT. Appropriate financial Compensation is demanded for the MASSIVE AMOUNT OF TIME WASTED IN DEALING WITH THIS UTTERLY CONTRIVED CASE. THE PLAINTIFF S COSTS FR legal representation equal MY OWN TIME WASTED ON THIS

CONCLUSION

The petition for a writ of certiorari should be granted.

10i advised him reneggjng wd cost him his deposit

Respectfully submitted,

CHARLES ANDREW WENNER



Date: 31 AUGUST 2024