

[Cite as *Schoenfeld Invests. L.L.C. v. Bjurman*, 2003-Ohio-317.]

IN THE COURT OF APPEALS FOR MONTGOMERY COUNTY, OHIO

SCHOENFELD INVESTMENTS, LLC :

Plaintiff-Appellee : C.A. Case No. 19452

vs. : T.C. Case No. 02-CVI-02340

KEVIN & KELLIE BJURMAN : (Civil Appeal from Kettering  
Municipal Court)

Defendants-Appellants :

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OPINION

Rendered on the 24th day of January, 2003.

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SCHOENFELD INVESTMENTS, LLC., 205 Troy Street, Dayton, Ohio 45404  
Plaintiff-Appellee, Pro Se

KEVIN and KELLIE BJURMAN, 2931 Prentice, Kettering, Ohio 45420  
Defendants-Appellants, Pro Se

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PER CURIAM:

{¶1} Kevin and Kelly Bjurman appeal from a judgment of the Kettering Municipal Court Small Claims Division in favor of Schoenfeld Investments in the amount of \$644.28 plus interest and costs.

{¶2} Schoenfeld alleged in its complaint that the Bjurmans had breached a lease agreement resulting in \$644.28 in damages to Schoenfeld. The Bjurmans

counterclaimed contending that Schoenfeld had not returned their security deposit minus the lost rent and they sought \$432.35 in damages.

{¶3} At the conclusion of the hearing, the magistrate found that the Bjurmans had terminated their lease early and were in default. The magistrate found that Schoenfeld suffered \$678.32 in lost rent, unpaid utility bills, and advertising costs. The magistrate found the Bjurmans' counterclaim was without merit but that they were entitled to a credit of \$700 because of posting a security deposit in that amount.

{¶4} The Bjurmans filed objections to the magistrate's report which was overruled by the trial court. The trial court adopted the magistrate's report and this appeal followed. The Bjurmans argue that the trial court's judgment was based on an insufficient review of the evidence by the magistrate and that the magistrate reached an inconsistent judgment. The Bjurmans have not filed a transcript of the proceedings below and therefore this court is unable to determine whether their contentions have any merit. See, App.R. 9. Their assignments of error are overruled. Judgment of the trial court is Affirmed.

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BROGAN, J., GRADY, J., and YOUNG, J., concur.

Copies mailed to:

Schoenfeld Investments, LLC  
Kevin & Kellie Bjurman  
Hon. Robert L. Moore