[Cite as *Kenwood Gardens Assoc., L.L.C. v. Shorter*, 2013-Ohio-838.]

IN THE COURT OF APPEALS OF OHIO
SIXTH APPELLATE DISTRICT
LUCAS COUNTY

Kenwood Gardens Associates, LLC
dba Kenwood Garden Apartments

Appellee

v.

LaDonna Shorter, et al.

Appellants

Court of Appeals No. L-12-1184

Trial Court No. CVG-09-16572

DECISION AND JUDGMENT

Decided: March 8, 2013

* * * * *

Cecelia P. Shorter, pro se.

James P. Silk, Jr., for appellee.

* * * * *

SINGER, P.J.

{¶ 1} Appellants, Cecelia and LaDonna Shorter, appeal orders of the Toledo Municipal Court denying their motions in a closed case.

{¶ 2} Pursuant to 6th Dist.Loc.App.R. 12(A), we sua sponte transfer this matter to our accelerated docket and hereby render our decision.

{¶ 3} The underlying facts of this matter are more fully developed in our prior consideration of another branch of this dispute. *Kenwood Gardens Assn., L.L.C. v. Shorter*, 6th Dist. No. L-10-1315, 2011-Ohio-5038, *reconsideration denied,* 2011-Ohio-2441, *discretionary appeal not allowed,* 130 Ohio St.3d 1496, 2011-Ohio-6556, 958 N.E.2d 958.

{¶ 4} This is a landlord-tenant dispute over the extermination of pests in the apartment appellants rented from appellee. This dispute gave rise to three lawsuits. In 2009, appellants attempted to escrow their rent in case No. CVG-09-11168. It appears this case was dismissed because of a defective submission and the deposit money returned to appellants. In case No. CVG-09-16572, appellee filed a forcible entry and detainer to evict appellants when they failed to pay rent, even after the court had returned their escrow money. According to appellee, appellants vacated the apartment prior to the hearing date. In the present action, appellants prevailed on a claim of improper return of their security deposit. In a January 27, 2010 judgment the court awarded appellants return of their $800 security deposit and $800 statutory damages. Case No. CVG-10-02683 was a suit by appellee to collect unpaid rent from appellants. This last case was the topic of our previous consideration of this matter.

{¶ 5} The case before us is an appeal from case No. CVG-09-16572. As in the appeal of case No. CVG-10-02683, appellants' brief is less than clear about any aspect of this appeal. *See id.* at ¶ 11. Moreover, App.R. 16(A) requires that each assignment of error be separately argued. Appellants have failed to comply with this rule. Nonetheless,

in the interest of justice, we shall attempt to construe appellants' arguments as best we can.

{¶ 6} In their first and fourth assignments of error, appellants appear to argue that case No. CVG-10-02683 should have been dismissed because the claim advanced there was barred by a claim adjudicated in case No. CVG-09-16572. These propositions seek a remedy in a case that has already been fully adjudicated and these issues may not now be raised collaterally here. The law of the case doctrine holds that "the decision of a reviewing court in a case remains the law of that case on the legal questions involved for all subsequent proceedings in the case at both the trial and reviewing levels." (Emphasis omitted.) *State v. Davis*, 131 Ohio St.3d 1, 2011-Ohio-5028, 959 N.E.2d 516, ¶ 30, quoting *Nolan v. Nolan*, 11 Ohio St.3d 1, 3, 462 N.E.2d 410 (1984). Case No. CVG-10-02683 has been fully adjudicated; no further attack against the final judgment may be maintained.

{¶ 7} Appellants also seem to feel that the judge in this case should have recused himself when considering case No. CVG-10-02683. Appellants fail to provide any legal authority in support of this proposition or put forth a cogent argument in its favor. Appellants' first and fourth assignments of error are not well-taken.

{¶ 8} In their second and third assignments of error, appellants appear to suggest that the lease upon which the trial court relied was a "sham." Appellants fail to direct our attention to where in the record this issue was raised in the trial court. It is a fundamental rule of appellate procedure that a reviewing court will not consider as error any issue that

a party failed to bring to the trial court's attention. *Schade v. Carnegie Body Co.*, 70 Ohio St.2d 207, 210, 436 N.E.2d 1001 (1982); *Stores Realty Co. v. Cleveland*, 41 Ohio St.2d 41, 43, 322 N.E.2d 629 (1975). Accordingly, appellants' second and third assignments of error are not well-taken.

{¶ 9} In their fifth and sixth assignments of error, appellants maintain that counsel for appellee acted in bad faith and unethically toward them by suborning perjury. Again appellants fail to direct us to where in the record such misbehavior is recorded. Again, we may not consider issues that have not been raised before the trial court. Appellants' fifth and sixth assignments of error are not well-taken.

{¶ 10} On consideration whereof, the judgment of the Toledo Municipal Court is affirmed. It is ordered that appellants pay the court costs of this appeal pursuant to App.R. 24.

Judgment affirmed.

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27. *See also* 6th Dist.Loc.App.R. 4.

Arlene Singer, P.J. _____
JUDGE

Thomas J. Osowik, J. _____
JUDGE

Stephen A. Yarbrough, J. _____
CONCUR.
JUDGE