

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

Woodside Terrace

Court of Appeals No. L-13-1243

Appellee

Trial Court No. CVG1301256

v.

Karen Lutz

DECISION AND JUDGMENT

Appellant

Decided: September 30, 2015

* * * * *

Kurt W. Bruderly, for appellee.

Karen Lutz, pro se.

* * * * *

OSOWIK, J.

{¶ 1} This is an appeal brought by appellant, pro se, from the October 13, 2013 consent judgment of the Sylvania Municipal Court.

{¶ 2} Upon review of the pleadings in this matter, we find that this case was commenced in Sylvania Municipal Court on October 1, 2013, as a landlord's complaint brought against appellant for nonpayment of rent.

{¶ 3} On October 13, 2013, the trial court entered a judgment entry that indicated all parties were present and that the defendant had already vacated the premises and

needed more time to remove her mobile home. The court further indicated in its judgment entry that the defendant consented to judgment for the plaintiff for possession with a writ of execution to issue after November 5, 2013.

{¶ 4} The court then ordered the defendant's counterclaim for damages in case No. CVG1300281 to be set for binding arbitration after November 5, 2013.

{¶ 5} It is from this judgment that appellant filed her notice of appeal on October 30, 2013.

{¶ 6} In her brief in support of her appeal, appellant enumerates ten assignments of error. These assignments include "motioned for a Bill of Peace"; an allegation that the court proceeded with an eviction hearing depriving her of due process; an allegation that the plaintiff engaged in deceptive acts; the court erred in not dismissing the eviction; the court erred in asking the defendant the value of the home; the court erred in not following "Grounds for eviction and procedures Manufactured home owners bill of rights"; the courts erred in omitting that a "court order for eviction based on nonpayment of rent shall specify not to execute upon the order for 30 days after the order"; the courts erred in not giving the "120 days to sell the home according to the Manufactured home owners bill of rights."

{¶ 7} Appellant's memorandum in support of these assignments is essentially a repetition of her assignments without citing to any legal authority. Appellant references "The Manufactured Home Owners Bill of Rights" that she has included in her brief. It

appears to be an article captioned “AARP Manufactured Housing Community Tenants: Shifting the Balance of Power.”

{¶ 8} Appellant has not included or ordered a copy of the transcript from the proceedings below despite the fact that she contests generally the entirety of the actions of the trial court. These broad assignments of error require consideration of the evidence presented to the trial court. Therefore, appellant had the duty to provide a transcript to support her assignments of error.

{¶ 9} We are acutely aware that the appellant is a pro se litigant. However, she is presumed to have knowledge of the law and of correct legal procedure and is held to the same standard as all other litigants. *Kilroy v. B.H. Lakeshore Co.*, 111 Ohio App.3d 357, 363, 676 N.E.2d 171 (8th Dist.1996).

{¶ 10} We are directed to *Knapp v. Edwards Laboratories*, 61 Ohio St.2d 197, 199, 400 N.E.2d 384 (1980), where the court stated:

The duty to provide a transcript for appellate review falls upon the appellant. This is necessarily so because an appellant bears the burden of showing error by reference to matters in the record. See *State v. Skaggs* (1978), 53 Ohio St.2d 162 [7 O.O.3d 243, 372 N.E.2d 1355]. This principle is recognized in App.R. 9(B), which provides, in part, that “* * * the appellant shall in writing order from the reporter a complete transcript or a transcript of such parts of the proceedings not already on file as he deems necessary for inclusion in the record * * *.” When portions of the

transcript necessary for resolution of assigned errors are omitted from the record, the reviewing court has nothing to pass upon and thus, as to those assigned errors, the court has no choice but to presume validity of the lower court's proceedings, and affirm.

{¶ 11} Therefore, appellant's assignments of error cannot be found well-taken. Appellant has not and cannot identify in the record where the errors were to have occurred. *See* App.R. 12(A)(2).

{¶ 12} We, therefore, find appellant's assignments of error not well-taken, and affirm the judgment of the trial court.

{¶ 13} The judgment of the Sylvania Municipal Court is affirmed. Appellant is ordered to pay the 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, J.

JUDGE

Thomas J. Osowik, J.

JUDGE

James D. Jensen, J.
CONCUR.

JUDGE

This decision is subject to further editing by the Supreme Court of Ohio's Reporter of Decisions. Parties interested in viewing the final reported version are advised to visit the Ohio Supreme Court's web site at:
<http://www.sconet.state.oh.us/rod/newpdf/?source=6>.