

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
GREENE COUNTY

NORMAN HOLCOMB JR.

Appellant

v.

JINNIFER HALL
LUTHER DRAPER

Appellees

:
:
:
:
:
:
:
:
:
:

C.A. No. 2026-CA-7

Trial Court Case No. CVG2500921

(Civil Appeal from Municipal Court)

**FINAL JUDGMENT ENTRY &
OPINION**

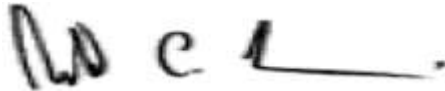
.....

Pursuant to the opinion of this court rendered on August 28, 2026, the judgment of the trial court is reversed, and the matter is remanded for further proceedings consistent with the opinion.

Costs to be paid as stated in App.R. 24.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court's ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,



RONALD C. LEWIS, PRESIDING JUDGE

HUFFMAN, J., and HANSEMAN, J., concur.

OPINION
GREENE C.A. No. 2026-CA-7

JENNIFER S. BOCK, Attorney for Appellant
JOHN C. MEEHLING, Attorney for Appellees

LEWIS, P.J.

{¶ 1} Plaintiff-appellant Norman Holcomb, Jr., appeals from the Fairborn Municipal Court’s judgment dismissing his breach of contract claim against defendants-appellees Jennifer Hall and Luther Draper. For the following reasons, we reverse the judgment of the trial court and remand the cause for further proceedings consistent with this opinion.

I. Course of Proceedings

{¶ 2} On May 29, 2025, Holcomb filed a complaint for forcible entry and detainer and breach of contract in the Fairborn Municipal Court against Hall and Draper. According to the complaint, Holcomb was the owner of a property on Powell Street in Fairborn where Hall and Draper occupied the premises pursuant to a written lease agreement. Holcomb alleged that Hall and Draper were served with a May 20, 2025 written notice to vacate the premises for nonpayment of rent. Holcomb sought judgment against Hall and Draper for restitution and recovery of the premises and a monetary judgment “not to exceed \$15,000.” A forcible entry and detainer hearing was scheduled for June 25, 2025.

{¶ 3} Hall and Draper did not file an answer to the complaint, but their attorney filed a notice of appearance and request for a continuance of the forcible entry and detainer hearing. The court granted the request and rescheduled the hearing for July 2, 2025. Following a hearing on that date, the magistrate found that Holcomb was the landlord of the premises, proper notice to vacate was served, and Hall and Draper were in default for non-payment of rent. The magistrate recommended that Holcomb should regain possession of

the premises forthwith and recover the cost of the suit and that the breach of contract claim requesting monetary damages should be continued. The trial court adopted the magistrate's recommendation, granted Holcomb restitution of the premises, and continued the breach of contract claim.

{¶ 4} On October 2, 2025, Holcomb filed a motion for a default judgment due to defendants' failure to plead or otherwise defend the action. Holcomb requested a judgment "in the sum totaling Twelve Thousand Nine Hundred and Seventy-Three Dollars and 31/100 (\$12,973.31) statutory interest at 8% and court costs." Holcomb attached to his motion his "Tenant Statement," listing the amounts that comprised the \$12,973.31. He also attached his affidavit identifying the following charges that Hall and Draper owed him under the lease: \$11,200 for rent and late fees from September 2024 through July 2025; \$429 for a dumpster for trash removal; \$345.38 for cleaning and repairs above normal wear and tear; \$318.93 for an unpaid water bill; and \$1,980 for legal costs. These charges total \$14,273.31. But Holcomb deducted a \$1,300 security deposit from the amount due, which resulted in the requested sum of \$12,973.31.

{¶ 5} Following a hearing on Holcomb's motion for default judgment, the magistrate issued a December 4, 2025 decision recommending a \$9,929 judgment against Hall and Draper together with interest at the rate of 8% per annum from the date of judgment, plus costs. The magistrate recommended reducing a portion of the damages Holcomb requested, which resulted in the \$9,929 recommended award rather than Holcomb's requested amount of \$12,937.31. No objections were filed to the magistrate's decision.

{¶ 6} On December 26, 2025, the trial court issued a judgment entry stating that "there is an error of law or other defect on the face" of the magistrate's decision. According to the trial court, the magistrate's decision reflected that "the Plaintiff submitted evidence at

the trial in support of an amount sought in excess of \$15,000, which is this Court's jurisdictional limit. As Plaintiff sought an amount at trial in excess of this Court's jurisdiction, the Court no longer has jurisdiction on the Second Claim." Therefore, the trial court dismissed Holcomb's breach of contract claim "for lack of jurisdiction."

{¶ 7} Holcomb filed an objection to the trial court's decision arguing that he never sought more than \$15,000 in damages. The trial court issued a January 2, 2026 order finding that there was no mechanism to object to a judgment and stating that the appropriate remedy was to file an appeal within 30 days of the judgment entry. The court also noted that it did not have the benefit of having a transcript of the proceedings before the magistrate. The court then stated:

The Court interprets the December 4, 2025, Magistrate's Decision to reflect that Plaintiff at the hearing sought rent in the amount of \$1,300 per month for the months of December, 2024, through April, 2025; the amount of rent in the amount of \$1,400 per month for the months of May, 2025, through July, 2025; the amount of late fees in the amount of \$50 per month for the months of December, 2024, through July, 2025; the amount of late fees of \$10 per day for every day from December 1, 2024, through July, 2025; the amount of \$429 for trash removal; the amount of \$309.70 for water bills; and the amount of \$1,300 for attorney fees as part of damages, plus an unknown amount for excessive wear and tear beyond ordinary wear and tear. Therefore, the Court overrules the Objection to Judge's Decision.

{¶ 8} Holcomb filed a timely notice of appeal from the trial court's December 26, 2025 judgment.

II. The Trial Court Erred in Finding that It Did Not Have Jurisdiction Over Holcomb's Breach of Contract Claim

{¶ 9} Holcomb's assignment of error states:

The trial court erred by dismissing the Second Claim for lack of jurisdiction in Case No. CVG 2500921 in Fairborn Municipal Court.

{¶ 10} The trial court dismissed Holcomb's claim for monetary damages based on its finding that Holcomb sought damages exceeding the jurisdictional limit of the municipal court. In essence, the trial court dismissed Holcomb's claim for monetary damages due to a lack of subject matter jurisdiction. "An appellate court conducts a de novo review of a trial court's determination regarding the existence of subject matter jurisdiction, whether the trial court has or lacks jurisdiction in the first place, because such determination is a matter of law." *Baker v. Baker*, 2018-Ohio-3065, ¶ 34 (2d Dist.), citing *Mulatu v. Girsha*, 2011-Ohio-6226, ¶ 26 (12th Dist.).

{¶ 11} R.C. 1901.17 provides, in pertinent part, that "[a] municipal court shall have original jurisdiction only in those cases in which the amount claimed by any party, or the appraised value of the personal property sought to be recovered, does not exceed fifteen thousand dollars" R.C. 1901.17 also provides, "Judgment may be rendered in excess of the jurisdictional amount, when the excess consists of interest, damages for the detention of personal property, or costs accrued after the commencement of the action." The Ohio Supreme Court has held that a municipal court has no jurisdiction under R.C. 1901.17 to decide the merits of a case when the plaintiff seeks an amount of monetary damages that exceeds the \$15,000 limit. See *State ex rel. Natl. Emp. Benefit Servs., Inc. v. Court of Common Pleas of Cuyahoga Cty.*, 49 Ohio St.3d 49, 50 (1990).

{¶ 12} In its December 26, 2025 judgment, the trial court found that there was “an error of law or other defect on the face” of the magistrate’s decision. According to the trial court, the magistrate’s decision reflected that Holcomb submitted evidence at the hearing “in support of an amount sought exceeding \$15,000.” The trial court did not explain in its judgment entry how it arrived at its conclusion that Holcomb had sought more than \$15,000 in damages. However, in its January 2, 2026 order, the trial court provided some insight into its thinking by stating how it interpreted the damage amounts referenced in the magistrate’s decision. We have reviewed the record and must conclude that the trial court erred in finding that Holcomb sought more than \$15,000 in monetary damages.

{¶ 13} In his complaint, Holcomb sought a monetary judgment “not to exceed \$15,000.” In his motion for default judgment, Holcomb requested a judgment for \$12,973.31 plus statutory interest at 8% and court costs. Holcomb attached to his motion his “Tenant Statement,” listing the amounts that comprised the \$12,973.31. He also attached his affidavit identifying the charges that Hall and Draper owed him pursuant to the lease. Those charges totaled \$12,973.31 after Holcomb deducted a \$1,300 security deposit from the amount due. This total included all the late fees sought by Holcomb. After the hearing, the magistrate recommended an award of only \$9,929 plus interest at the rate of 8% per annum from the date of judgment, plus costs. The magistrate’s decision identified the categories and amounts of damages sought by Holcomb and explained why some of the requested damages should not be awarded. The magistrate’s decision did not identify any new damages Holcomb sought beyond the \$12,973.31 he had requested in his motion for default judgment. In sum, the face of the magistrate’s decision establishes that Holcomb sought \$12,973.31 in damages but was entitled to only \$9,929 in damages.

{¶ 14} Nothing on the face of the magistrate’s decision or in the record before us supports the trial court’s decision to dismiss Holcomb’s claim for monetary damages due to a lack of subject matter jurisdiction. Rather, the face of the magistrate’s decision and the record before us establish that Holcomb sought under \$15,000 in damages and the magistrate recommended an award of less than \$15,000 in damages. Therefore, the trial court had subject matter jurisdiction over Holcomb’s claim for monetary damages and erred when it dismissed Holcomb’s breach of contract claim.

{¶ 15} The assignment of error is sustained.

III. Conclusion

{¶ 16} Having sustained the assignment of error, we reverse the judgment of the trial court and remand the cause for further proceedings consistent with this opinion.

.....

HUFFMAN, J., and HANSEMAN, J., concur.