[Cite as *Palmer v. Sali*, 2026-Ohio-4410.]

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
DELAWARE COUNTY, OHIO

ASHON PALMER, Plaintiff - Appellant -vs- MANASA SALI, Defendant - Appellee	Case No. 26 CAG 04 0038 Opinion And Judgment Entry Appeal from the Delaware Municipal Court, Case No. 25 CVI 1903 Judgment: Affirmed Date of Judgment Entry: November 6, 2026

BEFORE: William B. Hoffman; Craig R. Baldwin; Robert G. Montgomery, Judges

APPEARANCES: ASHON PALMER, Pro Se, for Plaintiff-Appellant; MANASA SALI, Pro Se, for Defendant-Appellee.

Baldwin, J.

{¶1} Appellant Ashon Palmer appeals the trial court's Judgment Entry Granting In-Part [appellant's] Objections to Magistrate's Decision and Adopting the Magistrate's Decision. Appellee is Manasa Sali.

STATEMENT OF FACTS AND THE CASE

{¶2} Appellant and appellee entered into a Residential Lease Agreement ("Lease") in which the appellant agreed to rent a residence from the appellee for the sum of $1,985.00 per month from June 3, 2024, through June 2, 2025. The Lease provided that the appellant would pay a security deposit of $1,985.00, that the appellant would pay the utilities for the subject premises, and that the rent payment of $1,985.00 would be due on the first of each

month. The Lease also provided that a late fee of $75.00 would be payable for late rental payments.

{¶3} The appellant vacated the premises upon the termination of the Lease. On or about June 22, 2025, the appellee returned a portion of the security deposit to the appellant together with an itemized list of deductions.

{¶4} On July 31, 2025, the appellant filed a Complaint in Small Claims Court which disputed the appellee's itemization, and demanded damages in the amount of $3,060.24, plus attorney fees[1] and court costs. The appellee filed a timely answer and counterclaim arguing that the appellant had unpaid rent, unpaid late fees, and that the appellant had failed to pay utilities which became overdue because of said failure. In addition, the appellee asserted that when confronted during the move-out inspection with the unpaid rent, unpaid late fees, unpaid utilities, and damages to the premises, the appellant "became aggressive and uncooperative, requiring [appellee] to contact 911." A copy of the Lease Agreement was attached to the appellee's counterclaim.

{¶5} The matter proceeded to trial before a magistrate on September 2, 2025. Both parties appeared pro se, with the appellant appearing via the court's video conferencing software. Both parties presented evidence in support of their respective positions. In addition, the magistrate granted the parties a period of time after trial to submit additional documentary evidence in support of their respective positions. On December 17, 2025, the magistrate issued a Judgment Entry/Magistrate's Decision, Findings of Fact/Conclusions of Law. The

[1] The appellant appeared in Small Claims Court pro se. In addition, although a box was checked on the Small Claims Complaint indicating that "[t]he attached contract(s) … is/are a part of this complaint," no contract or Lease Agreement was attached to the appellant's Complaint.

magistrate noted that "[t]he parties produced a wealth of documents and exhibits, much of which related to uncontested or irrelevant facts. An excess of unhelpful, unorganized evidence is no substitute for relevant, credible, organized evidence on facts actually at issue." The magistrate noted further that the parties' primary dispute related to unpaid rent, that the appellee had presented "a detailed transaction history of all payments from" the appellant, and that the appellant submitted no evidence regarding the missing payments other than his claim that he made said payments in cash. The magistrate dismissed the appellant's Complaint and found in favor of the appellee on the Counterclaim, holding that the appellee was entitled to judgment against the appellant in the amount of $2,111.40 plus the costs of the action. Said amount included late payment fees of $750.00.

{¶6} The appellant filed objections to the magistrate's decision on December 24, 2025, setting forth the following three objections: (1) "late fees were improperly enforced despite waiver, the Lease grace period, retroactive assertion and an invalid move-in charge;" (2) "the finding of unpaid rent [was] unsupported by the record and based on shifting, litigation-only allegations;" and, (3) the "findings drove the outcome, the decision should be modified, and an amended judgment entered." The appellee filed a memorandum contra and objections on January 5, 2026. Neither party filed a transcript of the proceedings in support of their respective objections. As a result, the trial court accepted the factual findings made by the magistrate.

{¶7} The court undertook an independent review of the proceedings and issued a Judgment Entry Granting In-Part [appellant's] Objections to the Magistrate's Decision and Adopting the Magistrate's Decision. The trial court determined that the magistrate erred in assessing the late-payment fees against the appellant because there was no factual finding

made in the Magistrate's Decision that the appellee attempted to enforce the late payment fee or put the appellant on notice that the late payments would no longer be accepted. As a result, the trial court granted the appellant's objection to the magistrate's decision in part, finding that the late fees were not properly assessed. The trial court adopted the remainder of the magistrate's decision, deducting the $750.00 in late fees from the magistrate's $2,111.40 award to the appellee, for a total award to the appellee of $1,361.40.[2]

{¶8} The appellant filed a timely appeal, and sets forth the following three assignments of error:

{¶9} "I. THE TRIAL COURT ERRED AS A MATTER OF LAW BY USING LATER-RAISED UNPAID-RENT COUNTERCLAIM AMOUNTS TO OFFSET APPELLANT'S SECURITY DEPOSIT AND DEFEAT HIS R.C. 5321.16 CLAIM WITHOUT APPLYING OHIO'S SECURITY-DEPOSIT STATUTE TO THE WRITTEN ITEMIZATION AND WITHOUT APPLYING WAIVER/COURT-OF-PERFORMANCE PRINCIPLES TO THE RENT-PAYMENT ISSUES. COMPLAINT, R.1; DEFENDANT'S COUNTERCLAIM PACKET, R.14; PLAINTIFF'S SUPPLEMENTAL EXHIBITS, INCLUDING ITEMIZED SECURITY DEPOSIT DEDUCTION LETTER, R.28; PLAINTIFF'S SEPT. 11, 2025 LETTER, R.50; MAGISTRATE'S DECISION, R.58; PLAINTIFF'S OBJECTIONS, R.59; JUDGMENT ENTRY, R.63."

{¶10} "II. THE TRIAL COURT ABUSED ITS DISCRETION BY DENYING APPELLANT'S CONTINUANCE AND RECONSIDERATION REQUESTS WHERE

[2] The trial court denied the appellee's objections; the appellee has not appealed the trial court's denial.

SUBPOENAED THIRD-PARTY VENDOR RECORDS REMAINED OUTSTANDING AND THOSE RECORDS WERE MATERIAL TO APPELLEE'S CLAIMED DEDUCTIONS AND WITHHOLDING RATIONALE. SUBPOENAS FILED BY PLAINTIFF, R.16; MOTION FOR CONTINUANCE, R.18; MAGISTRATE'S DECISION DENYING CONTINUANCE, R.24; EMERGENCY MOTION TO RECONSIDER, R.27; MAGISTRATE'S ORDER DENYING DELAY, R.32; RETURN FROM XCELLENT RENOVATIONS, R.52; JUDGMENT ENTRY, R.63."

{¶11} "III. THE TRIAL COURT'S COMBINED RECORD-MANAGEMENT PROCESS IMPAIRED APPELLANT'S MEANINGFUL OPPORTUNITY TO PRESENT AND PRESERVE EVIDENCE FOR CIV.R. 53 REVIEW, INCLUDING THE DENIAL OF DELAY WHILE SUBPOENAED RECORDS WERE OUTSTANDING, THE FIVE-PAGE CUMULATIVE POST-HEARING EVIDENTIARY CAP, AND THE LATER RESTRICTION OF REVIEW BECAUSE NO TRANSCRIPT OR AFFIDAVIT WAS FILED. JOURNAL ENTRY/MAGISTRATE'S ORDER, R.51; PLAINTIFF'S SEPT. 19, 2025 LETTER/CLARIFICATION, R.53; PLAINTIFF'S OBJECTIONS, R.59; JUDGMENT ENTRY, R.63."

STANDARD OF REVIEW

{¶12} Civ.R. 53 addresses the utilization of magistrates and, regarding objections to a magistrate's decision, states at Civ.R. 53(D)(3)(b)(iii):

> (3) Magistrate's decision; Objections to magistrate's decision.
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> * * *
>
> (b) Objections to magistrate's decision.
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> * * *

(iii) Objection to magistrate's factual finding; transcript or affidavit. An objection to a factual finding, whether or not specifically designated as a finding of fact under Civ.R. 53(D)(3)(a)(ii), shall be supported by a transcript of all the evidence submitted to the magistrate relevant to that finding or an affidavit of that evidence if a transcript is not available. With leave of court, alternative technology or manner of reviewing the relevant evidence may be considered. The objecting party shall file the transcript or affidavit with the court within thirty days after filing objections unless the court extends the time in writing for preparation of the transcript or other good cause. If a party files timely objections prior to the date on which a transcript is prepared, the party may seek leave of court to supplement the objections.

As set forth by this Court stated in *Oyler v. Oyler*, 2014-Ohio-3468 (5th Dist.):

> … [w]here an appellant fails to provide a transcript of the original hearing before the magistrate for the trial court's review, the magistrate's findings of fact are considered established and may not be attacked on appeal. *Stark v. Haser*, 5th Dist. No. 03CAF11057, 2004 Ohio 4641, ¶15; *Lamp v. Linton*, 5th Dist. No. 2011-CA-06, 2011 Ohio 6111; *State v. Leite*, 5th Dist. No.1999AP090054, 2000 Ohio App. LEXIS 1664, 2000 WL 502819(April 11, 2000); *Fogress v. McKee* 5th Dist. No. 99CA15, 1999 Ohio App. LEXIS 3756, 1999 WL 668580 (Aug. 11, 1999.)***

Id. at ¶27. As such, "we review appellant's assignments of error only to analyze whether the trial court abused its discretion in reaching specific legal conclusions based upon the established facts." *Id.* at ¶ 28.

{¶13} In addition, it is axiomatic that the decision to grant or deny a motion to continue is entrusted to the broad discretion of the trial court. Thus, a reviewing court ordinarily analyzes the denial of a continuance in terms of whether the court has abused its discretion. To find an abuse of discretion, this Court must determine that the trial court's decision was unreasonable, arbitrary or unconscionable and not merely an error of law or judgment. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

ANALYSIS

{¶14} The appellant's assignments of error herein are all subject to an abuse of discretion analysis, and the review of each is limited by the fact that no transcript of the proceedings was filed in this matter. As such, in the interests of judicial economy, we shall address the appellant's assignments of error together.

{¶15} The appellant argues in the first assignment of error that the trial court erred in determining damages following its independent review when it utilized the unpaid rent amounts which were not initially included in the appellee's itemization. We disagree. Because no transcript was provided to the trial court, it was bound by the factual findings made by the magistrate. We, too, defer to the facts set forth in the Magistrate's Decision – Findings of Fact/Conclusions of Law, which addressed the evidence presented by the parties regarding unpaid rent. Both parties testified regarding, inter alia, the issue of unpaid rent; the magistrate simply found the appellant's testimony that he paid the disputed rent amounts in cash lacked credibility. The appellant failed to provide the trial court with a transcript of the proceedings before the magistrate. The totality of the evidence regarding damages, including unpaid rent and late fees, was considered by the magistrate and reflected in its decision. The trial court did not abuse its discretion in overruling the appellant's objection to the Magistrate's Decision

on the issue of unpaid rent, as no transcript was provided to the trial court, and the magistrate was in the best position to ascertain the veracity of the witnesses.

{¶16} Nor did the trial court abuse its discretion when it denied the appellant's motion for continuance and motion for reconsideration, as set forth in the appellant's second assignment of error. A motion for continuance is within the sound discretion of the trial court, and the appellant has failed to establish that the trial court acted unreasonably, arbitrarily or unconscionably when it denied the request for a continuance. Furthermore, the trial court did not abuse its discretion when it denied the appellant's Emergency Motion to Reconsider Denial of Continuance.

{¶17} Finally, we find the appellant's third assignment of error to be without merit. Nothing in the record establishes that the appellant was prejudiced by the trial court processes and procedures, nor that the appellant was prevented from requesting preparation of a transcript of the trial proceedings before the magistrate. The appellant had sufficient opportunity to present evidence during trial, an opportunity to supplement said evidence after trial, and an opportunity to request a transcript as required by Civ.R. 53. The failure to do so does not rise to the level of reversible error, and the appellant's third assignment of error is overruled.

CONCLUSION

{¶18} Based upon the foregoing, the appellant's' assignments of error numbers one, two, and three are overruled, and the decision of the Delaware Municipal Court is hereby affirmed.

{¶19} Costs to appellant.

By: Baldwin, J.

Hoffman, P.J. and

Montgomery, J. concur.