[Cite as *Williams v. Toledo Transformation, L.L.C.*, 2026-Ohio-3609.]

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

La'Vada Williams, Sr.

Appellant

v.

Toledo Transformation, LLC

Appellee

Court of Appeals No. {48}L-26-00031

Trial Court No. CVF-25-06517

DECISION AND JUDGMENT

Decided: September 15, 2026

* * * * *

Rashad Z. Daoudi, for appellant.

Shawn T. Biesiada, for appellee.

* * * * *

DUHART, J.

{¶ 1} This is an appeal by appellant, La'Vada Williams, from the December 31, 2025 judgment of the Toledo Municipal Court ("trial court"), wherein the trial court, inter alia, entered judgment for appellee, Toledo Transformation, L.L.C. ("landlord" or "lessor" or "defendant"), on its counterclaim, and adjudged that the landlord retain Williams' $800 security deposit in satisfaction of the judgment. For the reasons that follow, we reverse the trial court's judgment.

{¶ 2} Williams sets forth one assignment of error:

> The trial court lost its way by awarding [the landlord] $800.00 for a balance forward charge comprised of unenforceable pet fees.

Background

{¶ 3} Pursuant to a written residential lease ("the Lease"), Williams rented a home from the landlord from October 11, 2019, until she vacated the home on or about January 31, 2025. Prior to moving into the rental home, Williams paid the landlord a security deposit in the amount of $800. The Lease prohibited Williams from having a pet on the home's property and provided in pertinent part: If a pet is found at the premises and a pet agreement is not in place, the Lessor will bill the Lessee a $30.00 per month pet fee. This fee will be billed back to the first month the Lessee moved in."

{¶ 4} On October 25, 2024, a dog was at the home's property for three hours and the landlord's employees saw the dog. Thereafter, a charge appeared on an invoice created by the landlord, dated October 25, 2024, and addressed to Williams, billing her $720 ($30 a month pet fee for 24 months). Subsequently, the landlord assessed Williams with a $30 per month pet fee for the remaining months that she lived in the home.[1] In total, the landlord charged Williams $840 in pet fees.

{¶ 5} Upon moving out of the home, Williams provided to the landlord, in writing, her forwarding address in order to receive her security deposit. When Williams did not receive an itemized list of damages or her security deposit from the landlord, she filed, on

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[1] Although it is not disputed by the parties that Williams moved out of the rental home on or about January 31, 2025, the landlord charged Williams a $30 pet fee for February 2025.

April 23, 2025, a small claims complaint in the trial court against the landlord. In the complaint, Williams sought $1,600.

{¶ 6} On May 12, 2025, the landlord filed a motion to transfer jurisdiction from small claims to the trial court's housing court division; the motion was granted on June 4, 2025.

{¶ 7} The landlord filed an answer and counterclaim, on June 30, 2025, seeking to recover from Williams $1,230, which, after application of Williams' $800 security deposit, was for $1,190 in property damage to the home and pet fees totaling $840. The landlord attached to its answer and counterclaim several documents. One of the documents is an invoice ("the Invoice"), dated March 14, 2025, created by the landlord and addressed to Williams, setting forth a list of repairs and cleaning to the rental home, with rates for each item on the list, totaling $1,190. Another document is a statement ("the Statement"), dated March 25, 2025, created by the landlord and addressed to Williams, setting forth five dates, each with a transaction, some with an amount and each with a balance, with an amount due of $1,230.

{¶ 8} On July 28, 2025, Williams filed her answer and amended complaint seeking $1,590 for twice of her security deposit,[2] $8,000 for diminished contract value (due to the

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[2] In the amended complaint, Williams alleged she paid $795 to the landlord for her security deposit. Elsewhere in the record, including in the Lease, the amount of the security deposit is set forth as $800. We will assume, without deciding, that this ($5) discrepancy was made in error.

landlord's alleged failure to provide and maintain the property as required by the Lease) and attorney fees.

{¶ 9} On December 5, 2025, the trial was held. Williams and the landlord both admitted exhibits into evidence, without objection.

{¶ 10} On December 31, 2025, the trial court issued its judgment entry in which it denied the landlord's property damage claim, finding the wear and tear to the home was normal, and denied the pet fee charges. The trial court, inter alia, entered judgment for the landlord on Williams' claims (for wrongful withholding of security deposit, diminished contract value, and attorney fees) and entered judgment for the landlord on its counterclaim in the amount of $800, ordering that the landlord retain Williams' $800 security deposit in satisfaction of the judgment, with no further amount due and owing.

{¶ 11} Williams timely appealed.

December 31, 2025 Judgment Entry

{¶ 12} In its judgment entry, the trial court set forth, relevant to Williams' appeal, the following:

> . . .
>
> Plaintiff's [(Williams')] claims are straightforward: a claim for return of the security deposit and punitive damages in the amount equal to the wrongfully withheld amount pursuant to []R.C. 5321.16; attorney fees pursuant to []R.C. 5321.16; and $8,000.00 resulting from alleged diminished contract value. Defendant's [(the landlord's)] counterclaim is equally straightforward: Defendant alleges that Plaintiff, upon return of possession of the rental premises, owed a total of $1,230.00 . . .
>
> Immediately the court notes that there is a discrepancy between what Plaintiff alleged Defendant claimed Plaintiff owed and what Defendant alleges in Defendant's counterclaim. *The court, in evaluating both claims,*

will look solely to the amount actually alleged and billed by Defendant, shown on Defendant's Exhibit C, also attached to Defendant's answer and counterclaim [("*the ledger*")].

Both Plaintiff and Defendant's claims stem from the reasonable wear and tear standard of evaluation of the condition of the property upon Plaintiff's moveout. Reasonable wear and tear in the state of Ohio is commonly held to be circumstantial, based on the individual tenancy, and it is furthermore commonly held that the burden of repairing or renovating damages which are normal wear and tear lies with the landlord. *H[e]nsel v. Childress*, 2019-Ohio-3934[,] ¶ 27 [(1st Dist.)]. In the matter at hand, the *damages shown by Defendant do not amount to damages beyond normal wear and tear*, as demonstrated by the evidence tendered by both parties.

In finding that Defendant[3] was not culpable for the damages alleged, the court looks to the rest of the charges in the ledger, a pet fee of $30.00 and *an outstanding balance of $810.00 from the previous month or calendar year*. Examining the pet fee, the court finds the testimony of Plaintiff that the dog was not a pet of Plaintiff, but rather was on the property for a single day for the span of three hours. While this may arise to a technical breach of the lease, *the subsection of the lease which gives rise to the fee is unenforceable, being essentially a liquidated damages clause*. Therefore, while Plaintiff may have committed a minor breach of the lease, the subsection of the lease from which the penalty arises is unenforceable, and therefore *the court finds that the pet fee should be struck from the ledger* in this circumstantial fact pattern alone.

The *outstanding charge at the beginning of the ledger* was unaddressed by both parties. The ledger was entered as a true and unaltered copy of the ledger into evidence. With a lack contradictory evidence, the court will presume that the ledger is accurate and reflects an uncontested <u>outstanding balance of $810.00 as of January 31, 2025</u>. *It is unclear what that charge consists of*, but it cannot be move-out charges, as Plaintiff still had possession of the property. The charge is properly labeled and itemized as an outstanding starting balance, and the failure of the parties to introduce a ledger which reaches further back than that Jan. 31 date or to elaborate on the charge does not constitute a violation of []R.C. 5321.16, but rather that the charge is uncontested as far as any specific contestation.

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[3] We believe the trial court meant plaintiff.

> While the court would note that damages beyond normal wear and tear have not been found, the absence of any damages does not mean that there can be no deductions from a security deposit.
>
> Pursuant to []R.C. 5321.16(B), security deposits may apply to late rent, statutory violations, or lease violations, which includes fees and charges under the lease. While the specific pet fee has been deemed unenforceable, this outstanding $810.00 balance can be rectified by applying Plaintiff's security deposit. *The court further finds that, in the interests of equity, and given that Defendant did not elaborate on the outstanding balance when pursuing its counterclaim, Plaintiff's security deposit is sufficient to balance the scales in light of the outstanding amount owed on or about Jan. 31, 2025.*
>
> Finally, the court finds that no sufficient evidence of any diminished contract value was proffered to warrant Plaintiff's plea for $8,000.00 in damages. No issues of habitability were alleged that were not addressed in a timely or reasonable manner by Defendant during Plaintiff's tenancy.
>
> . . .

(Emphasis added.)

Assignment of Error

{¶ 13} Williams argues that it was against the manifest weight of the evidence for the trial court to credit her $30 but award the landlord $800 for a balance forward charge, as that charge was made up of pet fees which the trial court correctly ruled were unenforceable. She asserts the trial court further lost its way by stating that the balance forward was unaddressed and uncontested as the parties' testimony leaves no doubt that the balance forward charge is pet fees, which the parties disputed and which pet fees the trial court rejected. She claims that the landlord owes her the $800 security deposit and double damages with attorney fees, pursuant to R.C. 5321.16. In support, Williams cites to, inter alia, *Bennett v. Esmond*, 2025-Ohio-5299 (6th Dist.).

The Landlord's Arguments

{¶ 14} The landlord counters that the trial court properly determined Williams was not entitled to damages and applied equity to arrive at its decision to ensure that no one received any further recovery by zeroing out the claims. The landlord maintains that its $1,230 counterclaim, which included the $720 pet charges, was disallowed by the trial court, thus the "pet charges had already been removed and are not part of the [trial] court's decision[.]"

{¶ 15} The landlord observes that the trial court found that "[t]he outstanding charge at the beginning of the ledger was unaddressed by both parties . . . [and with] a lack of contradictory evidence, the court will presume that the ledger is accurate and reflects an uncontested balance of $810 as of January 31, 2025." The landlord asserts that because Williams' counsel failed to address the balance forward on the ledger, the trial court deemed that amount was not in dispute and awarded the judgment to the landlord.

Standard of Review

{¶ 16} As this court noted in *Bennett* at ¶ 11 (6th Dist.), citing *Terry v. Kellstone, Inc.*, 2013-Ohio-4419, ¶ 12 (6th Dist.), the standard of review of a judgment following a bench trial is manifest weight of the evidence.

{¶ 17} When determining if a judgment is against the manifest weight of the evidence, we must review the record, weigh the evidence and all reasonable inferences, consider the credibility of the witnesses and decide whether in resolving any conflicts in the evidence, the trier of fact "clearly lost its way and created such a manifest miscarriage of justice that the conviction must be reversed and a new trial ordered." *State v. Prescott*, 2010-Ohio-6048, ¶ 48 (6th Dist.), citing *State v. Thompkins*, 78 Ohio St.3d 380, 387 (1997).

{¶ 18} "In weighing the evidence, the court of appeals must always be mindful of the presumption in favor of the finder of fact." *Eastley v. Volkman*, 2012-Ohio-2179, ¶ 21. "The underlying rationale of giving deference to the findings of the trial court rests with the knowledge that the trial judge is best able to view the witnesses and observe their demeanor, gestures and voice inflections, and use these observations in weighing the credibility of the proffered testimony." *Seasons Coal Co., Inc. v. Cleveland*, 10 Ohio St.3d 77, 80 (1984). "'If the evidence is susceptible of more than one construction, the reviewing court is bound to give it that interpretation which is consistent with the verdict and judgment, most favorable to sustaining the verdict and judgment.'" *Id.* at fn. 3, quoting 5 Ohio Jur.3d, Appellate Review, § 603, at 191-192 (1978). *See also In re Z.C.*, 2023-Ohio-4703, ¶ 14.

{¶ 19} An appellate court can only disregard the presumption in favor of the fact-finder "when evidence contradicts a fact-finder's findings" or "when a witness's testimony is so inconsistent as to material facts, so impeached, or so fantastical as to make it patently unbelievable." *State v. Reillo*, 2026-Ohio-2701, ¶ 3. Only in those exceptional cases, the appellate court "sits as a '"'thirteenth juror'" who may disagree with the fact-finder's resolution of the conflicting evidence.' (Emphasis added.)" *Id.* at ¶ 27, quoting *State v. Martin*, 2022-Ohio-4175, ¶ 26, quoting *Thompkins* at 327. "[S]uch a case could be one in which internally contradictory testimony as to material facts, direct impeachment, or fantastical testimony clearly undermines a witness's credibility on a cold record." *Id.* at ¶ 31.

Law

{¶ 20} R.C. 5321.16 provides in pertinent part:

> (B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section 5321.05 of the Revised Code [obligations of a tenant] or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. . .
>
> (C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

{¶ 21} "If deductions from a security deposit are at issue, the provisions of the Landlord-Tenant Act [R.C. Chapter 5321] apply, which limits permissible deductions from a security deposit to[, inter alia,] '*damages* that the landlord *has suffered* by reason of the tenant's noncompliance with . . . the rental agreement[.]'" (Emphasis in original.) *Oldendick v. Crocker*, 2016-Ohio-5621, ¶ 39 (8th Dist.).

{¶ 22} "[T]he intent of the General Assembly in enacting R.C. 5321.16(B) and (C) was three-fold." *Vardeman v. Llewellyn*, 17 Ohio St.3d 24, 28 (1985). First, "to specifically permit the landlord, upon termination of the rental agreement, to deduct from the rental deposit any unpaid rents and actual damages to the premises occasioned by the tenant." *Id.* Second, "to require prompt refunds of all or part of the security deposit or, in the alternative, to provide an explanation to the tenant why all or any part of the deposit was not returned . . ." *Id.* Third, "to provide a penalty by way of damages and reasonable attorney fees against a noncomplying landlord for the wrongful withholding of any or all of the security deposit." *Id.*

{¶ 23} The burden is on the landlord to establish the lawfulness of any deductions from a tenant's security deposit. *Oldendick* at ¶ 30, citing, inter alia, *Zeallear v. F & W Properties*, 2000 WL 1015345, *3 (10th Dist. July 25, 2000) and *Albreqt v. Chen*, 17 Ohio App.3d 79, 80 (6th Dist. 1983). "A landlord who wrongfully withholds a portion of a tenant's security deposit is liable for damages equal to twice the amount wrongfully withheld and for reasonable attorney fees under R.C. 5321.16(B) and (C)." *Bennett*, 2025-Ohio-5299, at ¶ 15 (6th Dist.), citing *Smith v. Padgett*, 32 Ohio St.3d 344 (1987), paragraph three of the syllabus. "This liability is mandatory, even if the landlord gave the tenant an itemized list of deductions from the deposit, as required by R.C. 5321.16(B)." *Bennett* at ¶ 15, citing *Padgett* at paragraph three of the syllabus.

{¶ 24} For purposes of R.C. 5321.16(B) and (C), "'amount wrongfully withheld' means '"the amount found owing from the landlord to the tenant over and above any deduction that the landlord may lawfully make."'" *Bennett* at ¶ 15, quoting *Padgett* at 349, fn. 5, quoting *Vardeman* at 29. "The statute does not require a finding of bad faith by the landlord for an award of damages and attorney fees." *Bennett* at ¶ 15, citing *Padgett* at 349. "If the trial court finds that a landlord has wrongfully withheld a portion of the tenant's security deposit, it shall determine the amount of reasonable attorney fees to be awarded on the basis of the evidence presented." *Padgett* at 349.

Analysis

{¶ 25} In her assigned error, Williams argues that the trial court lost its way by awarding the landlord $800 for a balance forward charge comprised of unenforceable pet fees, and she claims that the landlord owes her the $800 security deposit and double damages with attorney fees, pursuant to R.C. 5321.16. We agree.

{¶ 26} A review of the record and the evidence before the trial court shows that Williams rented a home from the landlord from October 11, 2019, until on or about January 31, 2025. After vacating the home, Williams provided the landlord with her forwarding address, in writing. The landlord did not return Williams' $800 security deposit but did provide Williams with a written itemized list of damages, on the Invoice, dated March 14, 2025. The damages set forth on the Invoice consisted of: move-out cleaning; remove, clean up and dispose of items left behind on porch and yard; carpet cleaning; paint interior doors that were installed by tenant; repair broken toilet paper holder; new fridge seal and fridge door rail; repair and install screen; repair wall and trim damage from air conditioning unit in window; and repair door frame and missing striker plate, and totaled $1,190. The trial court found that the landlord failed to prove any of the damages were beyond normal wear and tear. This finding was not appealed by either party.

{¶ 27} The record further reveals that the trial court then looked "to the rest of the charges in the ledger, a pet fee of $30 and an outstanding balance of $810 from the previous month or calendar year." The trial court found the pet fee provision was unenforceable. This finding was not appealed by either party.

{¶ 28} Therefore, the trial court decided that the landlord was not entitled to $1,190 for damages, nor was the landlord entitled to $840 for pet fees, which when added together, is $1,230, the amount set forth in the landlord's counterclaim. Nevertheless, the record shows the trial court allowed the landlord to retain Williams' $800 security deposit to rectify the $810 outstanding starting balance in the ledger. The trial court so ruled, despite recognizing that: (1) it was unclear "what that charge consists of," (2) "given that [the landlord] did not elaborate on the outstanding balance when pursuing its counterclaim," and (3) "the failure of the parties to introduce a ledger which reaches further back than that Jan. 31 date or to elaborate on the charge does not constitute a violation of []R.C. 5321.16, but rather that the charge is uncontested as far as any specific contestation." We find this ruling by the trial court that the landlord is entitled to keep Williams' security deposit because the security deposit is sufficient to balance the scales in light of the outstanding amount owed is against the manifest weight of the evidence. The record plainly indicates that the landlord did not satisfy its burden of demonstrating the lawfulness of the $810 outstanding starting balance of the ledger as a deduction from Williams' $800 security deposit. We conclude the landlord wrongfully withheld the full amount of Williams' $800 security deposit. Thus, Williams is entitled to the return of her security deposit, plus under R.C. 5321.16(C), the landlord is liable for "damages in an amount equal to the amount wrongfully withheld, and reasonable attorney fees." Accordingly, Williams' assignment of error is well-taken.

Conclusion

{¶ 29} For the foregoing reasons, the December 31, 2025 judgment of the Toledo Municipal Court is reversed and remanded. On remand, the trial court shall enter judgment under R.C. 5321.16 for Williams in the amount of $800 for the security deposit plus $800 in damages, for a total of $1,600. The trial court shall also determine the amount of reasonable attorney fees Williams is entitled to based upon the landlord wrongfully withholding her security deposit. The landlord is ordered to pay the costs of this appeal pursuant to App.R. 24.

Judgment reversed and remanded.

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27.

Christine E. Mayle, J.	______________________ JUDGE
Myron C. Duhart, J.	______________________ JUDGE
Charles E. Sulek, J. CONCUR.	______________________ JUDGE