

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MAHONING COUNTY

CHRISTINE WITTKUGLE,

Plaintiff-Appellee,

v.

JEFFREY DAVIS,

Defendant-Appellant.

OPINION AND JUDGMENT ENTRY **Case No. 26 MA 0074**

Civil Appeal from the
Struthers Municipal Court, Mahoning County, Ohio
Case No. CVG 2600035

BEFORE:

Mark A. Hanni, Cheryl L. Waite, Katelyn Dickey, Judges.

JUDGMENT:

Affirmed.

Christine Wittkugle, *Pro se*, Plaintiff-Appellee and

Jeffrey Davis, *Pro se*, Defendant-Appellant.

Dated: October 23, 2026

HANNI, J.

{¶1} Defendant-Appellant, Jeffrey Davis, appeals from a Struthers Municipal Court judgment granting Plaintiff-Appellee, Christine Wittkugle, restitution of the premises and a money judgment of \$4,327.94 on her complaint for forcible entry and detainer. Appellant asserts the trial court lacked subject-matter jurisdiction because the three-day notice to leave the premises did not state the amount of rent he owed and therefore, failed to strictly comply with R.C. 1923.04. Because R.C. 1923.04(A) does not require a notice to leave the premises to state the amount of rent claimed due, and because the notice served on Appellant satisfies each statutory requirement, the trial court's judgment is affirmed.

{¶2} Appellee owns the residential premises located at 338 Overlook Blvd., Struthers, Ohio (the Premises). On August 3, 2025, the parties entered into a written lease providing Appellant a tenancy from September 1, 2025 through August 31, 2026 at a monthly rent of \$850. Appellant paid an \$800 security deposit.

{¶3} In November 2025, Appellant stopped paying rent. Appellee commenced an eviction action and, upon identifying what she described as a potential procedural problem with that action, voluntarily dismissed it without prejudice and elected to restart the statutory eviction process.

{¶4} On January 6, 2026, Appellee completed a preprinted “Notice to Leave Premises” form provided by the Struthers Municipal Court bearing the caption “Ohio Revised Code Section 1923.04” and the instruction that the notice “MUST be served at least three (3) days before commencing an action.” The notice was addressed to Appellant, identified the property as “338 Overlook Blvd” in Struthers, Mahoning County, Ohio, and gave the reason for the request to leave as “Non-Payment of Rent.” It stated that compliance “on or before the 9th day of January, 2026” would prevent further legal measures to gain possession. It was signed “Christine Wittkugle” above the printed designation “Landlord or Agent” and was dated January 6, 2026. Set off in bold capital letters below the signature block, the notice recited the language required by the second paragraph of R.C. 1923.04(A): “YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED [sic] AGAINST

YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEAGAL [sic] RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSITANCE [sic]."

{¶5} The service memorandum printed on the face of the notice states that the notice was served on Appellant at the Premises on January 6, 2026, and the handwritten description of the method reads "Notice handed to Tenant, Jeffrey Davis." Appellee's brief states that she personally served Appellant. Appellant's brief states that the notice was posted at his residence.

{¶6} Appellee filed her complaint for forcible entry and detainer in the Struthers Municipal Court on January 12, 2026, six days after the notice was served. The complaint asserted a first cause of action for restitution of the Premises and a second cause of action for past-due rent and other damages. The docket reflects that a copy of the complaint was left at Appellant's residence on January 16, 2026, and that Appellant was personally served by an officer of the Struthers Police Department on January 22, 2026.

{¶7} On January 20, 2026, Appellant filed a motion to dismiss and a motion for a continuance. The motion to dismiss argued, in part, that the court lacked subject-matter jurisdiction because the January 6, 2026 notice did not comply with R.C. 1923.04. Appellee filed a memorandum in opposition to the motion to dismiss and an objection to the request for continuance. A magistrate held a hearing on February 5, 2026, and issued a decision that day finding the three-day notice to be defective and recommending dismissal for lack of jurisdiction.

{¶8} Neither party filed objections to the magistrate's decision. On February 20, 2026, the trial court, conducting an independent review of the magistrate's decision pursuant to Civ.R. 53(D)(4), rejected the magistrate's recommendation. The court found that the three-day notice was "properly compliant with R.C. 1923.04" and that the complaint was filed appropriately on January 12, 2026. The court sent the matter back to the magistrate to take testimony on the two remaining grounds raised in the motion to dismiss, namely compliance with Loc.R. 2.03 and Appellant's claim that Appellee had refused rent.

{¶9} On March 17, 2026, Appellee filed a notice of expanded timeline and a notice of additional lease violations and supplemental damages. The magistrate heard

the first cause of action on March 19, 2026, and issued a decision that day recommending that Appellee be granted a writ of restitution of the Premises upon her deposit of costs, with execution of the writ stayed until March 30, 2026. No objections were filed. On March 27, 2026, the trial court conducted an independent review, adopted the magistrate's recommendation, and entered judgment for Appellee on the first cause of action. Appellee moved for default judgment on the second cause of action on March 30, 2026. The writ of restitution execution was issued and served by the Struthers Police Department on March 31, 2026, and the docket reflects that the Premises were vacated.

{¶10} The magistrate heard the second cause of action on April 14, 2026. Both parties appeared pro se and gave testimony. On April 21, 2026, the magistrate issued a decision recommending judgment for Appellee on the second cause in the amount of \$4,540.44 plus statutory interest, that figure representing \$5,340.44 in itemized damages less Appellant's \$800 security deposit. Again, no objections were filed. On May 11, 2026, the trial court adopted the magistrate's decision in part and modified it in part, reducing the late-fee award from \$425 to \$212 on the ground that a late fee of five percent of monthly rent was reasonable, and entered final judgment for Appellee against Appellant in the amount of \$4,327.94 with interest from that date.

{¶11} Appellant filed his timely notice of appeal on June 10, 2026. Although the trial court disposed of the first cause of action by separate entry on March 27, 2026, that entry adjudicated fewer than all of the claims and contained no express determination that there was no just reason for delay; it therefore did not terminate the action as to any claim and remained subject to revision until final judgment was entered. Civ.R. 54(B). Both causes of action are accordingly before this Court on appeal from the May 11, 2026 entry.

{¶12} Appellant, still proceeding pro se, raises a single assignment of error. While he does not label it as such, the opening sentence of Appellant's "Law and Argument" section makes the claimed error clear:

THE TRIAL COURT ERRED IN DENYING DEFENDANT-APPELLANT'S
MOTION TO DISMISS AS THE COURT DID NOT HAVE SUBJECT
MATTER JURISDICTION OVER THE MATTER AS THE THREE-DAY
NOTICE PROVIDED TO THE DEFENDANT-APPELLANT FAILED TO

COMPLY WITH THE STRICT REQUIREMENTS OF OHIO REVISED CODE SECTION 1923.04 AND RENDERS THE TRIAL COURT'S ENTRY VOID.

{¶13} Appellant argues that a forcible entry and detainer action requires strict compliance with R.C. 1923.04, that the failure to provide full and correct information in the three-day notice violates that requirement, and that the omission of any amount due is a fatal defect. He characterizes the notice as providing no amount owed, only the vague statement “Non-Payment of Rent.” Appellant reasons that because municipal courts are statutory courts granted jurisdiction over forcible entry and detainer actions by R.C. 1923.01, the notice requirements of R.C. 1923.04 are jurisdictional, and that the resulting lack of subject-matter jurisdiction renders the entire action void ab initio. He asserts that this voidness reaches any additional causes of action set forth in the same case, and his prayer for relief asks that all judgments rendered in the matter be vacated and the case dismissed. He also asserts that proper service was not made on him.

{¶14} Appellant relies on *Dayton Metropolitan Hous. Auth. v. Russell*, 1980 WL 352498, (2d Dist. Jan. 3, 1980), *Mularcik v. Adams*, 2004-Ohio-1383 (7th Dist.), and *Homeowners Assn. at Arrowhead Bay v. Fidoe*, 2014-Ohio-1469 (7th Dist.), and also cites *State ex rel. Ohio Civ. Serv. Emps. Assn. v. Ohio*, 146 Ohio St.3d 315 (2016), for the proposition that challenges to a lower court's subject-matter jurisdiction are reviewed de novo.

{¶15} Appellant's assignment of error presents a question of statutory interpretation and a challenge to the trial court's subject-matter jurisdiction. Both are questions of law that an appellate court reviews de novo. *Snyder v. Wylie*, 2017-Ohio-7990, ¶ 16 (6th Dist.). A reviewing court nonetheless gives great deference to the trial court's factual determinations, which will not be disturbed if there is substantial, competent evidence on which the trial court could reach its conclusion. *Id.* at ¶ 17. Because review of the legal question is de novo, the trial court's failure to explain the basis for its conclusion in the February 20, 2026 entry does not itself supply a ground for reversal.

{¶16} R.C. 1923.04(A) provides that:

a party desiring to commence an action under this chapter shall notify the adverse party to leave the premises, for the possession of which the action

is about to be brought, three or more days before beginning the action, by certified mail, return receipt requested, or by handing a written copy of the notice to the defendant in person, or by leaving it at the defendant's usual place of abode or at the premises from which the defendant is sought to be evicted.

Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: “You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.”

{¶17} The parties agree that compliance with R.C. 1923.04 is a condition precedent to the filing of a forcible entry and detainer complaint. This Court has described the recurring categories of defects that result in dismissal: courts regularly dismiss eviction actions where the notice to vacate required by R.C. 1923.04(A) “is not provided three days prior to filing the eviction action or is served by the wrong method or contains lacking language.” *Fidoe*, 2014-Ohio-1469, at ¶ 12 (7th Dist.).

{¶18} None of these defects appear on this record. As to timing, the notice was served January 6, 2026, and the complaint was filed January 12, 2026, six days later, satisfying the requirement that notice be given “three or more days before beginning the action.” As to method, the service memorandum reflects that the notice was handed to Appellant, which R.C. 1923.04(A) expressly authorizes. Even accepting Appellant’s characterization that the notice was instead “posted” at his residence, the statute authorizes service by leaving the notice “at the defendant's usual place of abode or at the premises from which the defendant is sought to be evicted”, and the Ohio Supreme Court has held that this language permits a landlord to post the three-day notice on the outside of the door to the premises. *Cincinnati Metro. Hous. Auth. v. Morgan*, 2004-Ohio-6554, at the syllabus. Either way, Appellant does not deny receiving the notice. As to content, the notice recites the statutorily-mandated language, set off from the surrounding text in bold capital letters, which satisfies the requirement that the language be “printed or written in a conspicuous manner.” That was the precise defect in *Russell*, 1980 WL 352498, (2d

Dist. Jan. 3, 1980), on which Appellant relies, where the required language appeared in the same type size as the rest of the notice and was set apart only by being placed in a separate paragraph.

{¶19} What remains is Appellant’s complaint that the notice failed to state the amount of rent due. But R.C. 1923.04 does not impose such a requirement. The Ohio Supreme Court has held that R.C. 1923.04 “is clear and unambiguous, and we must refrain from adding or deleting language.” *Morgan* at ¶ 7. The Sixth District has applied that principle to the very question of a notice’s content, holding, “R.C. 1923.04 does not mandate that specific grounds be set forth in a three-day notice, so long as the mandated language is provided therein.” *Snyder*, 2017-Ohio-7990, at ¶ 28 (6th Dist.). In *Snyder*, the tenants argued that the three-day notice was improper because the ground it stated, that ownership of the property had changed, was not accurate when the notice was given. The court rejected the argument both because the statute does not require grounds to be stated and because the tenants failed to show how the stated ground prejudiced their rights. *Id.* at ¶ 26-29. If R.C. 1923.04 does not require a landlord to state the grounds for eviction at all, it does not require a landlord to quantify them. Appellee’s notice did more than the statute demands by identifying non-payment of rent as the reason for the request to leave. Moreover, Appellant identifies no prejudice from the omission; he conceded below that he owed \$4,250 in unpaid rent.

{¶20} The authorities Appellant cites in his brief also do not support the requirement he asks this Court to impose. *Russell* holds that full compliance with R.C. 1923.04 is a condition precedent to a forcible entry and detainer action and that the notice must be given “in the manner and form set forth therein.” *Russell*, 1980 WL 352498 (2d Dist. Jan. 3, 1980). That phrase refers to the manner and form the statute itself prescribes, and the defect the Second District identified was the absence of conspicuous statutory language. Nothing in *Russell* addresses an amount due. *Mularcik* is likewise distinguishable. There, the landlord’s notice contained “a partial paraphrase of the statutory language” that did “not contain the same information that is in the statute, and certainly does not attempt to track the exact language of the statute.” *Mularcik*, 2004-Ohio-1383, at ¶ 22 (7th Dist.). Here, by contrast, the notice tracks the statutory language rather than paraphrasing it. *Fidoe* concerned a different statute, R.C. 5311.19(B)(1), and

a condominium association's failure to bring the eviction action in the name of the unit owner; its discussion of R.C. 1923.04 is the passage quoted above, which identifies three categories of defect, none of which is present here. *Fidoe*, 2014-Ohio-1469, at ¶ 12-13, 20 (7th Dist.).

{¶21} Moreover, Appellant's single-sentence assertion that proper service was not made is also undeveloped and not fully explained. To the extent it refers to service of the three-day notice, the record reflects service by a method the statute authorizes. To the extent it refers to service of the complaint and summons, the docket reflects that a copy was left at Appellant's residence on January 16, 2026, and that he was personally served on January 22, 2026. Furthermore, Appellant appeared, moved to dismiss, and participated in the hearings below.

{¶22} Because the notice complied with R.C. 1923.04, it is unnecessary to address Appellant's contention that a defective notice would render the entire action void, including the judgment on the second cause of action.

{¶23} Because the January 6, 2026 notice was served by an authorized method more than three days before the complaint was filed and contained the language mandated by R.C. 1923.04(A) and because the statute does not require a three-day notice to state the amount of rent claimed due, the trial court correctly determined that the notice complied with R.C. 1923.04 and that its jurisdiction was properly invoked.

{¶24} Accordingly, Appellant's sole assignment of error is without merit and is overruled.

{¶25} For the reasons stated above, the trial court's judgment is affirmed.

Waite, P.J., concurs.

Dickey, J., concurs.

For the reasons stated in the Opinion rendered herein, the assignment of error is overruled and it is the final judgment and order of this Court that the judgment of the Struthers Municipal Court, Mahoning County, Ohio, is affirmed. Costs to be taxed against the Appellant.

A certified copy of this opinion and judgment entry shall constitute the mandate in this case pursuant to Rule 27 of the Rules of Appellate Procedure. It is ordered that a certified copy be sent by the clerk to the trial court to carry this judgment into execution.

NOTICE TO COUNSEL

This document constitutes a final judgment entry.