

[Cite as *Rhoades v. Henry*, 2011-Ohio-1683.]

Court of Appeals of Ohio

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 95132

MAURICE RHOADES

PLAINTIFF-APPELLANT

vs.

JOYCELYN HENRY

DEFENDANT-APPELLEE

**JUDGMENT:
AFFIRMED**

Civil Appeal from the
Cleveland Municipal Court
Case No. 2009 CVI 021901

BEFORE: Boyle, P.J., Celebrezze, J., and Cooney, J.

RELEASED AND JOURNALIZED: April 7, 2011

FOR APPELLANT

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FOR APPELLEE

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MARY J. BOYLE, P.J.:

{¶ 1} Plaintiff-appellant, Maurice Rhoades, Zulu (“Maurice”), commenced the underlying action in the Cleveland Municipal Court, Small Claims Division, claiming that his former landlord, defendant-appellee, Joycelyn Henry, failed to return his \$500 security deposit. Pursuant to R.C. 5321.16, Maurice sought double damages for the \$500 security deposit, i.e., \$1,000, as well as \$300 in attorney fees. The matter was heard before a magistrate, who awarded judgment in favor of Henry, finding that Henry “was legally justified in retaining the \$500 security deposit and applying it to unpaid rent for September,

2009.” The trial court approved and entered judgment on the magistrate’s decision, which Maurice now appeals. We find no merit to his appeal and affirm.

{¶ 2} Maurice has filed the instant appeal pro se and raises two assignments of error.

Although it is not entirely clear the grounds for his appeal, Maurice seems to argue that the magistrate’s decision is not supported by the evidence adduced at the hearing and that the magistrate erred in ruling on evidentiary matters during the hearing. Maurice, however, has failed to file an adequate record to demonstrate any alleged error by the trial court. Specifically, he has failed to file a transcript of the hearing held before the magistrate.

{¶ 3} We note that the record contains the magistrate’s decision with findings of facts and conclusions of law, in which the magistrate has set forth the rationale for finding in favor of Henry on Maurice’s claim based on the evidence adduced at the hearing. Specifically, the magistrate found, among other things, that Maurice had failed to pay rent for the month of September and, therefore, the landlord was entitled to apply the security deposit to past due rent under R.C. 5321.16. Given that the record contains no transcript of the hearing, we must defer to the magistrate’s findings. See *J. Norman Stark Co., L.P.A. v. Dahl* (Oct. 19, 2000), 8th Dist. No. 77857. Indeed, we have no basis to conclude that the magistrate’s decision is not supported by the evidence or that evidence was improperly considered. Instead, we must presume regularity in the proceedings below and affirm the

judgment of the trial court. See *Baltz v. Cuyahoga Metro. Hous. Auth.*, 8th Dist. No. 85704, 2005-Ohio-5153.

{¶ 4} The two assignments of error are overruled.

Judgment affirmed.

It is ordered that appellee recover from appellant costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate be sent to said court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MARY J. BOYLE, PRESIDING JUDGE

FRANK D. CELEBREZZE, JR., J., and
COLLEEN CONWAY COONEY, J., CONCUR