[Cite as *Parma Estates MHP, L.L.C. v. Pickering*, 2026-Ohio-4282.]

COURT OF APPEALS OF OHIO

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

PARMA ESTATES MHP, LLC, :

Plaintiff-Appellee, :

No. 116040

v. :

SAMANTHA PICKERING, ET AL., :

Defendants-Appellants. :

JOURNAL ENTRY AND OPINION

JUDGMENT: AFFIRMED IN PART, REVERSED IN PART, AND REMANDED
RELEASED AND JOURNALIZED: October 29, 2026

Civil Appeal from the Cleveland Municipal Court
Housing Division
Case No. 2024-CVG-014318

Appearances:

Mansour Gavin LPA, John W. Monroe, Kathryn E. Weber, and Tyler M. Berry, *for appellee*.

Mizak & Pacetti, LLC and James A. Kashien, *for appellant*.

EILEEN A. GALLAGHER, J.:

{¶ 1} Samantha Pickering ("Pickering") appeals the trial court's grant of summary judgment, the trial court's waiver of her jury demand and the judgment

after a bench trial on her counterclaims. For the reasons that follow, we affirm, in part, and reverse, in part and remand to the trial court for further proceedings.

Facts and Procedural History

{¶ 2} This appeal stems from a complaint for eviction filed in the Cleveland Municipal Court — Housing Division by appellee Parma Estates MHP, LLC ("Parma Estates") against Pickering and her ex-husband Jeffrey Barlow ("Barlow") for nonpayment of rent.[1] Parma Estates is the owner and operator of a manufactured home park located at 2700 Brookpark Rd., Cleveland, Ohio 44134 ("the park") and Pickering resides at lot 115 ("the home") in the park pursuant to a lease agreement ("the lease").

{¶ 3} Relevant to this appeal, Pickering filed an answer as well as counterclaims with a jury demand against Parma Estates the day before the eviction hearing was scheduled to be held. Pickering's counterclaims consisted of four counts alleging violations of the Ohio Manufactured Homes Act, R.C. 4781.01 ("OMHA").[2] Pickering alleged that the terms of her lease violated OMHA and that she was improperly evicted for not paying Parma Estates' attorney fees, for unpaid taxes and for unlawful rent increases, all in violation of OMHA. She also brought two additional counterclaims for declaratory judgment and for injunctive relief.

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[1] Barlow did not appear or participate in the trial court proceedings at all and is not a party to this appeal.

[2] Formerly R.C. 3733.01, 3733.09-.20.

{¶ 4} Because the eviction hearing was scheduled for the next day, the magistrate issued a decision finding Pickering's jury demand untimely.

{¶ 5} The eviction hearing was held, Pickering failed to appear and the trial court granted judgment in favor of Parma Estates. Pickering subsequently filed a motion for relief from judgment and a motion to stay the enforcement of eviction. The court held a hearing on the matter and granted Pickering's motion for relief from judgment on the basis of excusable neglect. The court also determined Pickering's jury demand was "timely and recognized."

{¶ 6} Parma Estates subsequently dismissed its eviction action because Pickering became current on her rent pursuant to an agreement entered into by the parties.

{¶ 7} The case was set for a jury trial on Pickering's counterclaims.

{¶ 8} Prior to trial, Parma Estates filed for summary judgment on Pickering's counterclaims. Pickering opposed. The trial court granted Parma Estates summary judgment as to Pickering's first and fifth counterclaims and denied it on counterclaims two, three and four.

{¶ 9} The trial court issued an order requiring the parties to file various documents seven days prior to trial including joint jury instructions and joint jury verdict forms. The parties could not agree on joint jury instructions and then filed separate instructions. Relevant here, the only jury instruction Pickering filed was on punitive damages.

{¶ 10} The day before trial was scheduled to commence, the court issued a judgment entry finding that Pickering failed to submit a complete set of jury instructions on time and, pursuant to local rule, waived her jury demand.

{¶ 11} A bench trial was then had on Pickering's remaining counterclaims. After the presentation of evidence, the trial court issued a detailed journal entry making findings of fact and conclusions of law and issued judgment against Pickering on her counterclaims and in favor of Parma Estates.

{¶ 12} Pickering appeals raising the following three assignments of error for our review:

> Assignment of Error 1
>
> The Trial Court erred by dismissing the Appellant's First and Fifth Counterclaims when it improperly granted summary judgment and determined that the Appellant was not a party to the lease agreement with the Appellee.
>
> Assignment of Error 2
>
> The Trial Court erred by waiving the Appellant's Jury Demand based on the Appellant's alleged failure to strictly comply with local rules.
>
> Assignment of Error 3
>
> The Trial Court erred in entering judgment in favor of the Appellee on Appellant's Second, Third, and Fourth Counterclaims because its findings were against the manifest weight of the evidence.

Evidence Presented at Trial

{¶ 13} The following relevant evidence was presented at trial.

Samantha Pickering

{¶ 14} Pickering testified at trial. We note at the outset that Pickering's testimony is incredibly confusing and very difficult to read. It is hard to comprehend what is being asked, what her responses are communicating and even to what exhibit is being testified about. For example, details and particulars, such as dates and documents, are rarely identified.

{¶ 15} Further compounding this is that the transcription of the audio recording of the trial contains 248 "(indiscernible)" markers between questions and answers. While this is an issue throughout the transcript, the vast majority of these "(indiscernible)" markers occur throughout Pickering's testimony. The following exchange between Pickering's attorney, herself and the court is an example to demonstrate this issue:

> Q: (Indiscernible) receive those three-day eviction notices, received those notice (indiscernible), received those billing statements; did you think (indiscernible)?
>
> A: Yeah.
>
> THE COURT: Do you think they're what?
>
> DEFENSE COUNSEL: (Indiscernible)
>
> THE COURT: Oh.

Pickering's testimony also consisted of a lot of "I don't know" answers and contradictory statements especially concerning whether or not she received notices from Parma Estates. For example, when asked if she ever received any communications from Parma Estates, one of her responses was as follows:

A: Parma Estates never emailed me. I — I don't know Parma Estates emailed me. I don't know.

THE COURT: You don't know if you got any communications —

THE WITNESS: I don't think —

THE COURT: — that looked like this?

THE WITNESS: I know I text them. I don't remember any —

{¶ 16} That being said, we are able to gather from her testimony that Pickering lived in the home located in the park and that she believed she purchased the home, in cash, with Barlow in April 2022. She never received a contract for the purchase, nor did she ever receive the title to the home.

{¶ 17} Pickering testified that she and Barlow entered into the lease with Parma Estates in April 2022 for lot 115. Her rent was $500 a month and she had a monthly sewer and water charge of $58.50 for a total monthly payment of $558.50.[3] Pickering testified that her current rent is $668.50 since it has been increased twice.

{¶ 18} Pickering initially stated that she never received any formal notices from Parma Estates regarding rent increases. Instead, Pickering only heard from her neighbor, on an unspecified date, about rent being increased and that she then reached out to Parma Estates for confirmation of the increase. She was told by Parma Estates that her rent was $559, which confused her because it was already $558.50.

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[3] Pickering, throughout her testimony confuses Parma Estates with the previous owner of the park, Parma Estates LLC, a separate entity with no relation to Parma Estates as explained in the testimony by Parma Estates' representative.

{¶ 19} Pickering appeared to say several times that she never received any documents regarding rent increases: "No one ever gave me documentation for rent increase." In her very next answer, however, Pickering contradicted this by saying when she went to speak with the manager of Parma Estates, she was given documentation, but that it confused her. She then contradicted herself again. When asked a third time, she answered that she does not remember if she was given a document:

> A: So no one gave me a documentation. I went to speak with the manager, and they gave me a piece of paper saying that my — a documentation that I was confused about. I didn't understand what it was, when I went to the office.
>
> . . .
>
> Q: So someone did give you a document?
>
> A: When I went to the office?
>
> Q: And do you remember when?
>
> A: I don't. I don't remember. I'm sorry. (Indiscernible).

{¶ 20} Pickering testified under cross-examination that she received a screenshot image text messaged to her from a representative of Parma Estates of the rent increase on October 31, 2023, that was to go into effect on December 1, 2023. On redirect, Pickering stated she never received said screenshot. Pickering testified she never received notice of a rent increase on October 28, 2024.

{¶ 21} Pickering testified that she received a billing statement on March 22, 2024 that included a charge for legal fees in the amount of $417 from Parma Estates.

{¶ 22} Pickering knew when she purchased the home that she and Barlow would be responsible for personal property taxes to the county. Her understanding of a March 12, 2024, notice of mobile home tax due that she received from Parma Estates was that she had 30 days to pay the taxes. While Pickering testified that she thought Parma Estates added the unpaid taxes to her billing statement, when shown the alleged statement her testimony was that "I mean, the balance shouldn't be $4,547. I mean, I don't even know why they sent this to me. I mean I don't know what this is."

{¶ 23} Pickering testified that, because of her issues with Parma Estates, she has been stressed and unable to sleep, has missed work and cannot think straight. She further testified that this situation has completely changed her.

Emerson Loria

{¶ 24} Emerson Loria ("Loria") testified on behalf of Parma Estates. Loria is the community manager and handles any questions that arise with prospective and current residents. He is a custodian of Parma Estates' business documents and records.

{¶ 25} Parma Estates purchased the mobile home park in May 2022 from Parma Estates LLC ("Estates LLC") through which Parma Estates assumed all current leases. Parma Estates has no affiliation with Estates LLC. Estates LLC entered into the lease with Barlow for the plot of land located at lot 115. Barlow was listed as the tenant and Pickering was listed as an occupant. The lease was signed by Barlow.

{¶ 26} Estates LLC used a separate entity, Heartland Living, LLC ("Heartland"), to sell manufactured homes in the park. Heartland has no affiliation with Parma Estates. Heartland sold the home to Barlow and Barlow is the only person listed as the purchaser. The home is still titled to Heartland. Pickering never provided a copy of the purchase agreement to Parma Estates despite it being requested of her.

{¶ 27} The lease with Barlow expired on April 30, 2023, and per the terms of that lease, it automatically became a month-to-month lease unless a party objects. Neither Barlow nor Pickering ever requested a new lease such that Pickering's lease at all times relevant, was a month-to-month lease.

{¶ 28} When Parma Estates increased rent, the increases applied to every tenant in the park. Each tenant receives written notice at least 30 days in advance of the increase. The notices are sent via US mail and, in some cases, by email as well, but always by US mail.

{¶ 29} Parma Estates sent a rent increase notice on October 27, 2023, to all residents of the park, including Pickering, that increased monthly rent from $500 to $559. Parma Estates had a note in its rental history for Pickering that she received this notice and reached out to it regarding the notice. Parma Estates also provided Pickering with a similar rent increase notice on October 28, 2024.

{¶ 30} Loria testified that Pickering was often behind on rent payments and had a balance of money owed because of missed rent payments and partial rent payments. Pickering had a prior eviction case filed by Parma Estates for unpaid

rent. In that case Parma Estates agreed to forgive some of the remaining balance, gave Pickering a lower rental rate for a period of time and put her on a payment plan for the remaining rent owed.

{¶ 31} After that payment plan expired, Pickering failed to pay the correct rent amount. She has never paid the correct increased rent amount and, as a result, accrued a balance of unpaid rent. Based on this back-owed rent, Pickering had been served a three-day notice for an eviction proceeding resulting in this case.

{¶ 32} Loria testified that Parma Estates has never brought an eviction action against Pickering for unpaid attorney fees but admitted that attorney fees from Pickering's prior eviction action were added to her rental account. She testified that this was done mistakenly because many states in which Parma Estates operates allow for attorney fees to be added to a tenant's ledger. Once the mistake was brought to Parma Estates' attention, the attorney fees were removed from Pickering's account. The fees were removed prior to Pickering's March 2024 billing statement. Despite the fees being removed, Pickering still had an unpaid balance.

{¶ 33} Loria testified that upon review of Pickering's entire account ledger, past due taxes were never added to her account and are not on the transaction list. Loria testified that an eviction action was never brought against her because of unpaid taxes. A notice regarding unpaid taxes was provided to Pickering but they were never added to her account.

{¶ 34} Pickering never paid Parma Estates' attorney fees or paid her property taxes to Parma Estates.

Law and Analysis

Assignment of Error 1

{¶ 35} Pickering's first assignment of error alleges the trial court erred by granting Parma summary judgment as to her first and fifth counterclaims.

{¶ 36} We review a trial court's decision to grant summary judgment under a de novo standard, independently reviewing the record to determine whether summary judgment is appropriate. *Gates v. Leonbruno*, 2016-Ohio-5627, ¶ 33 (8th Dist.).

> Under Civ.R. 56, summary judgment is appropriate when (1) no genuine issue as to any material fact exists, (2) the party moving for summary judgment is entitled to judgment as a matter of law and (3) viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can reach only one conclusion that is adverse to the nonmoving party.

Gates at ¶ 34 (8th Dist.). The moving party carries the initial burden of identifying specific facts in the record demonstrating entitlement to summary judgment. *Id.* at ¶ 35. If the moving party meets this burden, the nonmoving party has a reciprocal burden to point to evidence of specific facts in the record that demonstrate the existence of a genuine issue of material fact for trial. *Id.* If the nonmoving party fails to meet this burden, summary judgment is appropriate.

{¶ 37} Pickering's first counterclaim alleged that the terms of the lease agreement at issue are in violation of OMHA. Specifically, Pickering alleges the lease is unenforceable and unconscionable because she never received title to the home and that the lease failed to disclose additional fees for water, trash and/or sewage

violating OMHA. Her fifth counterclaim requested declaratory relief to determine whether the lease is a legally enforceable agreement and whether it conflicts with Cleveland Cod.Ord. ("CCO") 375.05.

{¶ 38} The trial court determined that Pickering was not a party to the lease and, therefore, any benefits conferred to a lessee under OMHA do not apply to her. Based on this, the trial court concluded that her first counterclaim failed as a matter of law. The trial court then found that because she was not a party to the lease her fifth counterclaim for a declaration regarding whether the lease is legally enforceable also failed as a matter of law. The trial court failed to make a legal determination as to whether CCO 375.05 conflicts with the lease.

{¶ 39} On appeal, Pickering argues the trial court incorrectly interpreted OMHA and that she qualifies as a "resident" (either as a "tenant" or "owner" since resident encompasses both) under OMHA's definition such that she is entitled to the statute's protections. Conversely, she argues there are genuine issues of fact regarding her status under the lease such that summary judgment was improper. Parma Estates argues the trial court correctly determined she was not a party to the lease.

{¶ 40} Parma Estates, as the party moving for summary judgment, had the initial burden of proving there were no issues of material fact, and it was entitled to judgment as a matter of law. In support of its motion for summary judgment, Parma Estates included an affidavit from Tracy Olive ("Olive"), a corporate representative who reviewed its relevant documents, statements and records as to Pickering.

Attached to this affidavit were the lease agreement, various notices and other documents.

{¶ 41} Olive's affidavit states that Parma Estates entered into a lease with Barlow on April 21, 2022, that Barlow is listed as the tenant and that he signed the lease. Pickering is listed as an "occupant" and did not sign the lease. Our review of the lease reveals the same. Barlow is listed in the lease as the "resident" who is entering the lease and only his signature is at the end of the document. In the lease under the first section, "occupants," Pickering is listed as an approved occupant of the premises. The lease says additional occupants must fill out a rental application and be approved by the landlord prior to occupancy.

{¶ 42} Under OMHA there are specific definitions for "tenant" and "owner" of a manufactured home, but both a tenant and owner are considered a "resident" under the statute. R.C. 4781.01(T), (U) and (V). Pursuant to R.C. 4781.01, a "tenant" is "a person who is entitled under a rental agreement with a manufactured home park operator to occupy a manufactured home park lot and who does not own the home occupying the lot." Neither party disputes that Pickering, pursuant to the lease, was entitled to occupy the home. She was clearly listed as an "occupant" under the lease, and it says she is an "approved occupant[] of the Premises." The lease requires any additional occupants to fill out a rental application and be approved by the landlord prior to occupancy confirming that occupants of the home are approved by landlord to occupy the premises. Occupants, by definition, occupy and here under the lease she is an approved

occupant of the home. Contrary to the trial court's reasoning, OMHA does not require that a party be listed as a resident in a lease or to have executed the lease in order to be considered a "tenant."

{¶ 43} While the parties dispute whether Pickering owns the home and whether she may be considered an "owner," this specific determination is not necessary to decide whether the trial court erred in granting summary judgment at this juncture. Even assuming Pickering does not own the home, she is entitled to occupy the home, so she is by definition a "tenant."

{¶ 44} As such, because we find Pickering was a "tenant" under the statute she was thereby a "resident" and entitled to the protections of this statute. *Eastgate Mobile Home Park Residents Assn. v. Klekamp*, 1994 Ohio App. LEXIS 308, *3 (12th Dist. Jan. 31, 1994) ("[OMHA] create statutory rights of action for various health, safety, and management practice violations that may be brought by the owner of a mobile home or by any tenant or resident of a mobile home park."). We, therefore, find the trial court erred by summarily concluding Pickering was not a party to the lease, she was not a tenant, and she was not entitled to the protection of OMHA. Because this conclusion formed the basis of the trial court's judgment regarding her fifth counterclaim, that judgment was also in error.

{¶ 45} Pickering's first assignment of error is sustained.

Assignment of Error 2

{¶ 46} In her second assignment of error, Pickering alleges the trial court erred in finding that she waived her jury demand by failing to "strictly comply" with the housing court's local rules.

{¶ 47} "A trial court's interpretation or application of its local rules is reviewed for an abuse of discretion." *Infinite Sec. Solutions, L.L.C. v. Karam Properties II*, 2015-Ohio-1101, ¶ 44 (Kennedy, J. dissenting), citing *Michaels v. Michaels*, 2008-Ohio-2251, ¶ 13 (9th Dist.). *See also Gray v. Gray*, 2011-Ohio-4091, ¶ 23 (8th Dist.) ("[T]he [trial] court has discretion in interpreting its own local rules."); *Dvorak v. Petronzio*, 2007-Ohio-4957, ¶ 30 (11th Dist.) (Trial court's "enforcement of Local Rules is a matter within the discretion of the court promulgating the rules."); *Babel v. Babel*, 2006-Ohio-4323, ¶ 20 (12th Dist.) ("[T]he enforcement of a local procedural rule is a matter within the discretion of the trial court."). "A trial court retains discretion to grant or deny a request for a jury trial where a party fails to comply with the applicable local rule, and we review that decision for an abuse of discretion." *Am. Hotel Group, LLC v. Wyandotte Plaza, LLC*, 2017-Ohio-5520, ¶ 13 (10th Dist.); *see Sallock v. Tillimon*, 2023-Ohio-3193, ¶ 48 (6th Dist.) (Appellate courts review the denial of a jury trial by waiver for an abuse of discretion.); *Skiadas v. Finkbeiner*, 2007-Ohio-3956, ¶ 30 (6th Dist.) (finding no abuse of discretion for waiving jury trial for failure to pay jury fee).

{¶ 48} Pickering's claim that the trial court erred by enforcing the local rule that resulted in the waiver of her jury demand will be reviewed under an abuse of

discretion standard. An abuse of discretion occurs when a court exercises its judgment in an unwarranted way regarding a matter over which it has discretionary authority. *Johnson v. Abdullah*, 2021-Ohio-3304, ¶ 35.

{¶ 49} The local rule at issue is Cleveland Municipal Court — Housing Division Local Rule 3.P which states:

> **P. JURY INSTRUCTIONS**
>
> Each party demanding a jury trial must file with the Clerk, deliver to the opposing party/counsel and provide to the Court, no later than seven (7) days in advance of trial, a complete set of instructions suitable for charging the jury in the matter. In an action scheduled for jury trial, any party who has not filed a demand for jury may also file jury instructions.
>
> **FAILURE OF THE DEMANDING PARTY TO FILE JURY INSTRUCTIONS MAY BE CONSTRUED AS A WAIVER OF THE JURY DEMAND.**

(Emphasis in original.) As clearly stated, this rule requires the party demanding a jury trial, in this case, Pickering, to provide the court with a complete set of instructions suitable for charging the jury in the matter. The rule is abundantly clear, the warning that failure to file instructions may result in a waiver of the jury demand is in bold print.

{¶ 50} Pickering makes no arguments that this local rule was unknown to her or unavailable for her to familiarize herself. Parties and their "[a]ttorneys are required to familiarize themselves with and abide by the local rules of practice." *Cavalry Invests. v. Dzilinski*, 2007-Ohio-3767, ¶ 12 (8th Dist.).

{¶ 51} The parties in this case filed separate jury instructions. Pickering argues that her demand should not have been found to be waived because Parma

Estates filed complete instructions such that the court had complete instructions. Pickering's attempt to piggyback off Parma Estates' compliance with the local rule is not well taken. The local rule requires the demanding party, i.e., Pickering, to file complete instructions.

{¶ 52} It is undisputed that Pickering failed to file a "complete set of [jury] instructions" as required by this rule. The only instruction Pickering filed regarding her three counterclaims was an instruction for punitive damages. This single instruction is deficient in complying with the local rule and is insufficient for the court to properly instruct a jury.

{¶ 53} This court has previously held that, where the record demonstrates that an appellant has failed to follow Cleveland Municipal Court's local rules requiring, amongst other things, to provide the court with jury instructions, that such a failure constitutes a waiver of an appellant's right to a jury trial. *Greene v. Greene*, 1994 Ohio App. LEXIS 5380, at *3 (8th Dist. Dec. 1, 1994). Similarly, this court has found an appellant waived her right to a jury trial by failing to follow the local rules requiring her to provide the court with proposed jury instructions seven days prior to trial. *Cotofan v. Cully*, 1991 Ohio App. LEXIS 2115, *10 (8th Dist. May 9, 1991).

{¶ 54} Here, just as in the above cases, Pickering failed to follow the court's local rules by not filing a complete set of jury instructions seven days prior to trial and thereby waived her right to a jury trial. Pickering fails to explain how the trial court abused its discretion by enforcing the local rule as written. The language of

the rule is perfectly clear about Pickering's obligations under the rule and the possible penalty for failing to comply with said rule. Pickering fails to demonstrate the trial court's decision to apply the local rules as written was unwarranted.

{¶ 55} Pickering also argues on appeal the trial court's local rule infringes on her right to a jury trial as protected by U.S. and Ohio Constitutions as well as under Civ.R. 38. The Ohio Supreme Court has found that while "there may not constitutionally be any impairment or denial of the right of trial by jury, that right may be subject to moderate and reasonable regulation." *Walters v. Griffith*, 38 Ohio St.2d 132, 133 (1974). In *Walters* the Ohio Supreme Court found that the municipal court's local rule that added a requirement for an advance deposit to secure the costs of a jury trial as a valid local rule that was a moderate and reasonable regulation of the right of a jury trial and not an impairment of that right. *Id.* Similarly, the court found that the local rule was not a violation of Civ.R. 38(B) because the added requirement was not in opposition to the rule and was instead supplementary and therefore a valid rule under Civ.R. 38(B). *Id.* at 133-134. The court recently restated its holding here in *Estate of Tomlinson v. Mega Pool Warehouse, Inc.*, 2024-Ohio-1065, ¶ 12. (restating that a local rule that is a moderate and reasonable regulation of the right of a trial by jury, such as a jury deposit, is permissible and not an impairment of that right).

{¶ 56} Similarly, and pursuant to *Walters*, this court has upheld the trial court's decision that a defendant waived his right to a jury trial when he failed to

follow Cleveland Municipal Court's local rule requiring a deposit be made with a jury demand. *Ebbets Partners v. Foster*, 2002-Ohio-6324, ¶ 13 (8th Dist.).

{¶ 57} We find the housing court's local rule at issue to be a moderate and reasonable regulation of the right to a jury trial and not an impairment of that right. This local rule is significantly less burdensome than a jury deposit, which is permissible, since it only requires the demanding party to file a complete set of jury instructions seven days prior to trial. This is something a party preparing for a jury trial would be submitting to the trial court regardless of the local rule and this creates no additional burden on the demanding party. This local rule is in no way an impairment of Pickering's right to a jury trial. Similarly, this local rule is not in opposition to Civ.R. 38 but rather is supplementary as a jury deposit. Pickering's arguments that this local rule infringes on her right to a jury trial as protected by the U.S. and Ohio Constitutions, as well as Civ.R. 38 are without merit.

{¶ 58} We find no abuse of discretion in the trial court's enforcement of the local rule of the Cleveland Municipal Court – Housing Division finding that Pickering failed to comply with the local rules by not submitting a complete set of jury instructions.

{¶ 59} Pickering's second assignment of error is overruled.

Assignment of Error 3

{¶ 60} In her final assignment of error Pickering alleges that the trial court erred entering judgment in favor of Parma Estates regarding her remaining

counterclaims and that its findings were against the manifest weight of the evidence presented during the bench trial.

{¶ 61} "When reviewing civil appeals from bench trials, an appellate court applies a manifest weight standard of review." *Gudenas v. Gudenas*, 2024-Ohio-3009, ¶ 39 (8th Dist.).

> [U]nder a manifest-weight review, a court weighs the evidence and all reasonable inferences, considers the credibility of witnesses and determines whether in resolving conflicts in the evidence, the finder of fact clearly lost its way and created such a manifest miscarriage of justice that the judgment must be reversed and a new trial ordered.

(Cleaned up.) *State v. Reillo*, 2026-Ohio-2701, ¶ 26.

{¶ 62} "Judgments supported by some competent, credible evidence going to all the material elements of the claim must not be reversed as being against the manifest weight of the evidence." *Gudenas* at ¶ 39. "Reviewing courts must oblige every reasonable presumption in favor of the lower court's judgment and findings of fact." *Id.* This means that if the evidence is susceptible to more than one interpretation, this court is bound to give it the interpretation that is most consistent with the lower court's judgment. *Reillo* at ¶ 28.

{¶ 63} The Ohio Supreme Court has recently reiterated that "[w]hen conducting a manifest-weight review appellate courts must defer to a fact-finder's witness credibility determinations." *Id.* at ¶ 38. The circumstances where this deference may be overcome include cases where there is "internally contradictory testimony as to material facts, direct impeachment, or fantastical testimony [that] clearly undermines a witness's credibility on a cold record." *Id.* at ¶ 31. "'[T]he trier

of fact[] is in the best position to determine the weight and credibility of the evidence . . . and is in the sole position to believe or disbelieve all or any of the testimony presented at trial.'" *Id.* at ¶ 32, quoting *State v. Johnson*, 2023-Ohio-2424, ¶ 23 (6th Dist.).

{¶ 64} Trial was conducted on Pickering's remaining counterclaims (second, third and fourth) alleging violations of OMHA. Pickering's counterclaims alleged she was improperly evicted for nonpayment of both attorney fees and property taxes and that Parma Estates impermissibly increased the rent without proper notice under OMHA.

{¶ 65} In this case, the trial court determined that Pickering's testimony was not credible and unreliable and, instead, found Loria's testimony to be very credible. The court reiterated these determinations several times throughout the journal entry. We do not find, upon review of the record, any circumstances where this finding would be, or should be, overcome.

{¶ 66} OMHA requires that a park operator, such as Parma Estates, disclose all fees and charges in writing and prohibits an increase in any fee or charge without at least a 30-day written notice. R.C. 4781.40(B). This includes rental fees which cannot be increased during the term of any agreement and also requires a 30-day notice. *Id.* OMHA provides that failure to disclose (provide 30-day notice) all fees or charges prevents a park operator from collecting the undisclosed fees or charges, and a tenant's refusal to pay said undisclosed fees or charges cannot be used as a cause for eviction. *Id.*

{¶ 67} Regarding Pickering's second and third counterclaims, Loria credibly testified that Pickering was never evicted for nonpayment of attorney fees or property taxes. These were never fees or charges that Parma Estates collected from Pickering. While the attorney fees were admittedly added to her account ledger inadvertently, they were removed once the mistake was brought to Parma Estates' attention. Even after improper charges were removed, Pickering nonetheless had a delinquent balance for rent, justifying an eviction action. Pickering never submitted any evidence that she was threatened that if she failed to pay attorney fees or property taxes she would be evicted. Pickering presented no evidence that any eviction action was brought for the nonpayment of attorney fees or taxes, nor did she submit any evidence that during any eviction proceeding attorney fees or property taxes were demanded of her in addition to her unpaid rent. Loria testified credibly that Pickering was often behind on rent, never paying the correct amount or making only partial payments.

{¶ 68} We find the trial court's judgment in favor of Parma Estates as to Pickering's second and third counterclaims is more than supported by competent credible evidence and Pickering failed to meet her burden of proof that she was evicted for nonpayment of attorney fees or taxes in violation of OMHA. *Gudenas* at ¶ 39.

{¶ 69} Pickering's fourth counterclaim alleged Parma unlawfully increased rent without providing the 30-day notice as required by OMHA. At issue are two notices that Parma Estates alleges it sent and that Pickering alleges she never

received. At trial, Pickering testified very inconsistently about this counterclaim, either contradicting herself or not remembering if she received any of the alleged notices. Loria, however, testified credibly and consistently that the October 2023 notice was sent by ordinary mail to all park residents and was received by Pickering because Pickering contacted Parma Estates with questions about it. The October 2024 notice was likewise sent by ordinary mail to all residents including Pickering. Each notice stated that the rent increase would start on December 1st and was, therefore, provided to residents more than 30 days in advance of the increase. Pickering never provided any evidence showing or testimony explaining how or why she would not have received these notices sent by ordinary mail to the home.

{¶ 70} Wherefore, we find that the trial court's judgment in favor of Parma Estates and against Pickering regarding her fourth counterclaim is supported by competent credible evidence. Pickering failed to meet her burden of proof that she never received 30-day notices for rent increases from Parma Estates prior to rent being increased. *Id*.

{¶ 71} Finally, we note that the trial court found that Pickering failed to prove any damages as a result of Parma Estates' actions such that even if she had succeeded on any of her counterclaims she would not have been entitled to any monetary recovery. Pickering testified and described emotional stress and missed work, but she failed to provide any objective evidence to support these claims. She also failed to show that Parma Estates' actions were done maliciously or with such reckless disregard that she was also not entitled to an award for punitive damages.

Failure to prove damages for any of her counterclaims would also support the trial court's judgment in Parma Estates' favor.

{¶ 72} After a thorough review of the record, we cannot say the trial court lost its way and created such a manifest miscarriage of justice that the judgment must be reversed.

{¶ 73} Pickering's third assignment of error is overruled.

{¶ 74} Judgment reversed, in part, and affirmed, in part. The case is remanded for further proceedings consistent with Pickering's first and fifth counterclaims.

It is ordered that appellant and appellee share the costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the Cleveland Municipal Court, Housing Division, 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.

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EILEEN A. GALLAGHER, JUDGE

MICHAEL JOHN RYAN, P.J., and
TIMOTHY W. CLARY, J., CONCUR