

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

IN THE COURT OF APPEALS
NINTH JUDICIAL DISTRICT

AMERICAN AVENUE PROPERTY
MGMT.

C.A. No. 31747

Appellee

v.

MIRANDA TIRK

APPEAL FROM JUDGMENT
ENTERED IN THE
AKRON MUNICIPAL COURT
COUNTY OF SUMMIT, OHIO
CASE No. 25CVG8729

Appellant

DECISION AND JOURNAL ENTRY

Dated: October 21, 2026

STEVENSON, Judge.

{¶1} Defendant-Appellant Miranda Tirk appeals from the judgment of the Akron Municipal Court granting Plaintiff-Appellee American Avenue Property Management (“American Avenue”) a writ of restitution regarding the premises located at 1027 Delia Avenue, Akron, Ohio, 44320 (the “Premises”).

I.

{¶2} In May 2025 Ms. Tirk leased the Premises from American Avenue. After she failed to pay rent for the month of September 2025, she was served with a three-day notice to leave the Premises. On October 8, 2025, American Avenue filed a forcible entry and detainer action against Ms. Tirk in the Akron Municipal Court to recover possession of the Premises. The matter came before a magistrate on November 6, 2025. The magistrate recommended that a writ of restitution be granted to American Avenue. The trial court adopted the magistrate’s decision the same day.

According to the case docket, the eviction date was November 17, 2025. Ms. Tirk timely appealed and asserts one assignment of error for our review.

II.

ASSIGNMENT OF ERROR I

[MS. TIRK] HAS SUBMITTED A MONEY FOR KEYS EVIDENCE FROM AMERICAN AVENUE DATED PRIOR TO THE COURT PROCEEDING SHOWING A COURT HEARING SHOULD NOT HAVE TAKEN PLACE AT ALL.

{¶3} Ms. Tirk states in her appellate brief that she met with Mr. Eric Sheldon, a representative of American Avenue, on October 20, 2025, and signed a “Money for Keys-Balance Forgiveness Agreement” (“Agreement”) which provided that if Ms. Tirk vacated the Premises and turned in the keys by a date certain, the outstanding balance would be forgiven and there would be no eviction action. She asserts that she fully complied with the Agreement. She further states that she did not appear for the court proceedings because Mr. Sheldon informed her that “court would no longer occur as the [A]greement would nullify it.” She argues that “[t]he parties have a signed [A]greement making any judgment on this case void[.]” She asks this Court to reverse the court’s decision and dismiss the case.

{¶4} First, Ms. Tirk did not object to the magistrate’s decision granting the writ of restitution. Thus, she has forfeited any alleged error on appeal except for a claim of plain error. Civ.R. 53(D)(3)(b)(iv) provides:

Except for a claim of plain error, a party shall not assign as error on appeal the court's adoption of any factual finding or legal conclusion, whether or not specifically designated as a finding of fact or conclusion of law under Civ.R. 53(D)(3)(a)(ii), unless the party has objected to that finding or conclusion as required by Civ.R. 53(D)(3)(b).

{¶5} “‘Where a party fails to raise an issue in its objections to a magistrate’s decision, that issue is forfeited on appeal.’” *Niederst v. Niederst*, 2018-Ohio-5320, ¶ 34 (9th Dist.), quoting

Bass-Fineberg Leasing, Inc. v. Modern Auto Sales, Inc., 2015-Ohio-46, ¶ 24 (9th Dist.). This principle was recently reaffirmed by the Ohio Supreme Court in *State ex rel. Wright v. Franklin Cty. Mun. Court*, Slip Opinion No. 2026-Ohio-3309, ¶ 8 (failure to object to the magistrate’s decision forfeited all but plain error review). Ms. Tirk does not argue plain error, and we will not craft a plain error argument for her. *State v. Nielsen*, 2024-Ohio-617, ¶ 44 (9th Dist.) (“It is not the role of this court to craft a plain error argument for an appellant who fails to do so.”).

{¶6} Secondly, even if Ms. Tirk’s had objected to the magistrate’s decision, we must nonetheless overrule her assignment of error because Ms. Tirk has not supplied this Court with a transcript of the November 6, 2025, hearing demonstrating that the court erred in the manner she alleges. It is “a bedrock principle of appellate practice in Ohio . . . that an appeals court is limited to the record of the proceedings at trial,” *Morgan v. Eads*, 2004-Ohio-6110, ¶ 13. With respect to transcripts, the Supreme Court of Ohio has concluded that “[w]hen portions of the transcript necessary for resolution of assigned errors are omitted from the record, the reviewing court has nothing to pass upon and thus, as to those assigned errors, the court has no choice but to presume the validity of the lower court’s proceedings, and affirm.” *Knapp v. Edwards Labs.*, 61 Ohio St.2d 197, 199 (1980).

{¶7} The duty to provide a transcript for appellate review falls upon the appellant. App.R. 9(B)(4) (“If the appellant intends to present an assignment of error on appeal that a finding or conclusion is unsupported by the evidence or is contrary to the weight of the evidence, the *appellant* shall include in the record a transcript of proceedings that includes all evidence relevant to the findings or conclusion.”) (Emphasis added.); App.R. 9(B)(3) (“The *appellant* shall order the transcript in writing and shall file a copy of the transcript order with the clerk of the trial court.”) (Emphasis added.).

{¶8} As Ms. Tirk has not provided a transcript of the November 6, 2025, hearing for our review, we must therefore presume that competent, credible evidence was presented at the hearing to support the determination that a writ of restitution should be granted to American Avenue. *Knapp* at 199.

III.

{¶9} Ms. Tirk's assignment of error is overruled. The judgment of the Akron Municipal Court is affirmed.

Judgment affirmed.

There were reasonable grounds for this appeal.

We order that a special mandate issue out of this Court, directing the Akron Municipal Court, County of Summit, State of Ohio, to carry this judgment into execution. A certified copy of this journal entry shall constitute the mandate, pursuant to App.R. 27.

Immediately upon the filing hereof, this document shall constitute the journal entry of judgment, and it shall be file stamped by the Clerk of the Court of Appeals at which time the period for review shall begin to run. App.R. 22(C). The Clerk of the Court of Appeals is instructed to mail a notice of entry of this judgment to the parties and to make a notation of the mailing in the docket, pursuant to App.R. 30.

Costs taxed to Appellant.

SCOT STEVENSON
FOR THE COURT

FLAGG LANZINGER, P. J.
MANNING, J.
CONCUR.

APPEARANCES:

MIRANTA TIRK, pro se, Appellant.

STEVEN W. MASTRANTONIO, Attorney at Law, for Appellee.