IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

ANNETTE RICHARDSON,	:	APPEAL NO. C-140692 TRIAL NO. 14CV-19192
Plaintiff-Appellant,	:	*O P I N I O N.*
vs.	:	
DONNA MARIE CAMPBELL,	:	
Defendant-Appellee.	:	

Civil Appeal From: Hamilton County Municipal Court, Small Claims Division

Judgment Appealed From Is: Reversed and Cause Remanded

Date of Judgment Entry on Appeal: July 10, 2015

Annette Richardson, pro se,

Donna Marie Campbell, pro se.

Please note: This case has been removed from the accelerated calendar.

MOCK, Judge.

{¶1} Plaintiff-appellant Annette Richardson appeals the amount of a judgment entered in her favor by the Hamilton County Municipal Court, Small Claims Division, against defendant-appellee Donna Marie Campbell. We find merit in Richardson's arguments. Therefore, we reverse the trial court's award of damages and remand the cause for further proceedings.

{¶2} The record shows that Richardson was a landlord who rented a house to Campbell. Campbell signed a one-year lease, beginning on December 1, 2013, and terminating on December 1, 2014. Under the lease, the rent was $700 per month, with Campbell to pay all utilities. Campbell also paid a $700 security deposit. The relationship between the parties became contentious almost immediately; Campbell failed to pay rent on time and lodged unfounded complaints about the house with the city of Cincinnati.

{¶3} Richardson sought to evict Campbell. Because Campbell had filed a bankruptcy petition, Richardson had to file a motion with the bankruptcy court before she could initiate an eviction. On June 14, 2014, Richardson sent Campbell a 30-day notice to vacate the premises, informing her that Richardson was terminating her tenancy effective July 31, 2014. In response, Campbell sent Richardson a letter stating that she would not be vacating the premises on July 31. Campbell finally moved out on July 27, 2014, without paying the July rent, after receiving a letter from Richardson's attorney. Richardson testified that the property was in such poor shape that she had to clean it and make a number of repairs. Consequently, she could not rent it in August.

{¶4} Richardson filed a complaint against Campbell seeking to recover the costs for clean-up and repairs to the house. She also sought to recover unpaid rent for July and August 2014, late fees for both months, and reimbursement for unpaid water bills.

{¶5} A magistrate found that Richardson had not submitted sufficient documentation on most of her damage claims. The magistrate concluded that Richardson was entitled to rent for the month of July 2014, but not for August. The magistrate also found that the $100 late fee provided for in the lease was "excessive," and awarded Richardson a $50 late fee for July. Richardson did not object to or challenge that finding. Additionally, the magistrate awarded her $105.44 for carpet cleaning, and $77.89 for a pro-rated portion of the water bill. After offsetting the total damages against the $700 security deposit, the magistrate stated that Richardson was entitled to a judgment of $233.33. Richardson filed objections to the magistrate's decision, which the trial court overruled. This appeal followed.

{¶6} In her sole assignment of error, Richardson contends that the trial court erred in overruling her objections to the magistrate's decision. She argues that the evidence presented at the hearing "proved back rent and damages well in excess of the $233.33 judgment awarded by the trial court." This assignment of error is well taken.

{¶7} A party claiming breach of contract has a duty to prove its damages by a preponderance of the evidence. *Huttenbauer Land Co. v. Harley Riley, Ltd.*, 1st Dist. Hamilton No. C-110842, 2012-Ohio-4585, ¶ 8; *Hawkins v. Green*, 8th Dist. Cuyahoga No. 96205, 2011-Ohio-5175, ¶ 10. Further, a party must show damages with reasonable certainty and cannot leave them to conjecture or speculation. *Blair v. McDonagh*, 177 Ohio App.3d 262, 2008-Ohio-3698, 894 N.E.2d 377, ¶ 34 (1st

Dist.). We agree with the trial court that Richardson failed to meet her burden to prove her damages on most of her damage claims.

{¶8} But, we hold that the trial court erred as to the amount of damages for unpaid rent and the unpaid water bill. First, Richardson argues that she was entitled to damages for unpaid rent for both July and August 2014. We agree.

{¶9} A lease is a contract governed by the same principles as other contracts. *Quinlan v. Lienesch*, 1st Dist. Hamilton No. C-120716, 2013-Ohio-2288, ¶ 13; *Huttenbauer* at ¶ 8. The interpretation of a written contract is an issue of law that this court reviews de novo. *Huttenbauer* at ¶ 6; *Blair* at ¶ 48. If the contract language is clear and unambiguous, the court must not go beyond the plain language of the agreement to determine the parties' rights and obligations, but must give effect to the contractual language. *Aultman Hosp. Assn. v. Community Mut. Ins. Co.*, 46 Ohio St.3d 51, 53, 544 N.E.2d 920 (1989); *Blair* at ¶ 48.

{¶10} The lease ran from December 1, 2013, to December 1, 2014. It specifically provided that "[i]f RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter." This provision is in accordance with landlord-tenant law, which provides that when a landlord issues a notice to vacate because of a lease violation or pursues eviction, the tenant who violated the terms of the lease is liable for the unpaid rents until either expiration of the lease, or until the premises are rerented, subject to the landlord's duty to mitigate damages. *Dennis v. Morgan*, 89 Ohio St.3d 417, 418, 732 N.E.2d 391 (2000).

{¶11} Technically, Richardson would be entitled to recover rent owed until the end of the lease term. She only sought to recover rent for the months of July and

August, arguing that she needed the month of August to clean and repair the premises to make it fit to rent. That testimony was unrebutted. Campbell never argued that Richardson had failed to mitigate damages, and Richardson testified at the hearing on September 30, 2014, that she was preparing for new tenants. Under the circumstances, Richardson was entitled to recover an additional $700 for the August 2014 rent, and we hold the trial court should have awarded her that amount.

{¶12} We also hold that Richardson was entitled to additional reimbursement for the unpaid water bill. At the hearing, Richardson presented into evidence a water bill for $296. In her findings of fact, the magistrate found that "the bill covers the period from July 17 to August 24, 2014, which is 38 days of service. Defendant only resided in the residence for ten (10) of those days." In her conclusions of law, the magistrate stated that Richardson "has met her burden as to a portion of the bill. The Defendant was residing in the residence for a 10 day service period. Therefore, the bill will be pro-rated and that portion is $77.89."

{¶13} But, a closer examination of the bill presented at the hearing shows that a previous balance of $234.44 existed on that bill. In her objections to the magistrate's report, Richardson argued that the water bill had not been paid since June 17, and she presented the previous month's bill with service dates of June 18 to July 17, showing an arrearage of $234.44. The trial court should have awarded her the amount of the arrearage, which, under the plain language of the lease, was Campbell's responsibility.

{¶14} Thus, Richardson was entitled to $700 for the August rent and the $234.44 arrearage on the water bill, for a total of $934.44, in addition to the trial court's award of $233.33. We sustain Richardson's sole assignment of error, and we

remand the cause to the trial court to enter judgment in favor of Richardson for $1,167.77, consistent with this opinion.

Judgment reversed and cause remanded.

CUNNINGHAM, P.J., and **DEWINE, J.,** concur.

Please note:

The court has recorded its own entry this date.