MEMORANDUM DECISION

APPELLANTS *PRO SE*

Ann Marie Johnson
Jaylen Johnson
Chesterton, Indiana

APPELLEE *PRO SE*

Mary Cahillane
Porter, Indiana

IN THE
COURT OF APPEALS OF INDIANA

Ann Marie Johnson and Jaylen Johnson,
Appellants-Defendants,

v.

Mary Cahillane,
Appellee-Plaintiff.

March 31, 2022

Court of Appeals Case No. 21A-EV-2174

Appeal from the Porter Superior Court

The Honorable Michael J. Drenth, Judge

Trial Court Cause No. 64D03-2108-EV-2465

Bradford, Chief Judge.

Case Summary

[1] Ann Johnson and Jaylen Johnson ("the Johnsons") appeal the trial court's order evicting them from a residential property owned by Mary Cahillane. The Johnsons argue on appeal that the trial court's eviction order is improper because they have received some funds, to go towards their rent arrearage, from the Indiana Emergency Rental Assistance Program (the "Program"). We affirm.

Facts and Procedural History

[2] According to Cahillane, on April 15, 2021, the Johnsons entered into an agreement to rent a detached two-story residential home in Chesterton from Cahillane, consisting of 2200 livable square feet, three bedrooms, and three and one-half bathrooms for the cost of $2400 per month. After the Johnsons failed to pay rent pursuant to the terms of the parties' agreement, on August 9, 2021, Cahillane initiated the underlying lawsuit against the Johnsons, seeking to have them evicted from the Chesterton property. On September 8, 2021, the trial court set the eviction date for September 29, 2021. On September 29, 2021, the trial court entered a "prejudgment order for possession," granting the sheriff the authority "to implement eviction." Appellee's App. Vol. II p. 7.

Discussion and Decision

[3] At the outset, we note that our review of the trial court's decision is made more difficult due to the facts that the Johnsons have failed to provide us with an

adequate record on appeal and that the parties have largely failed to comply with the rules for appellate briefing set forth in Indiana Appellate Rule 46. "We observe that the appellant bears the burden of presenting a complete record with respect to the issues raised on appeal." *Finke v. N. Ind. Pub. Serv. Co.*, 862 N.E.2d 266, 272 (Ind. Ct. App. 2006). "Where the appellant fails to do so, we have no basis to re-evaluate the trial court's conclusion" and the issue is deemed waived. *Id.* (citing *Brattain v. State*, 777 N.E.2d 774, 776 (Ind. Ct. App. 2022)).

[4] The Johnsons contend that the trial court erred in entering the eviction order, claiming that because they received assistance from the Program, eviction was improper. The Johnsons, however, have failed to provide us with a copy of the original rental agreement or any subsequent agreement indicating that Cahillane had agreed to forgo eviction by accepting funds issued in connection to the Program.

[5] The Program's policy manual indicates that if a landlord agrees to participate, "[p]ayments will be paid directly to the landlord by [the Rental Assistance Program] on behalf of the household." Appellee's App. Vol. II p. 19. However, "[i]f a landlord refuses to participate in the [Program], payments for rental arrears or future rent may be paid directly to the tenant via paper check with both tenant and landlord listed as payee." Appellee's App. Vol. II p. 19. The limited evidence submitted by the parties on appeal, *i.e.*, copies of paper

checks made payable to both Iesha Matthews[1] and Cahillane, support the inference that Cahillane did not agree to accept funds from the Program.

[6] In addition, while the Program's policy manual indicates that "[t]he tenant is responsible for paying, in full, any amount of rental arrears or future rent that is not covered by [the Program's] assistance. Such remaining balances that are not waived or forgiven by the landlord must be paid by the tenant." Appellee's App. Vol. II p. 19. While maintaining that she did not agree to accept funds from the Program as payment for the Johnsons' monthly rental obligation, Cahillane additionally asserts that the funds issued by the Program, even if accepted, were inadequate to cover the "$2400 monthly rent to stay current with the lease terms and conditions." Appellee's Br. p. 6. The Johnsons have failed to establish that either the funds issued by the Program satisfied the amount of rent that they owed or that they have provided the additional funds necessary to satisfy their rental obligations. As such, we conclude that the Johnsons have failed to satisfy their burden on appeal of proving that the trial court erred in issuing the eviction order.

[7] The judgment of the trial court is affirmed.

Crone, J., and Tavitas, J., concur.

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[1] Although the Program's policy manual might seem to suggest that Iesha Matthews is a co-tenant of the Johnsons', it is unclear from the record who Matthews is or how she relates to the parties' dispute.