

MEMORANDUM DECISION

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APPELLANT PRO SE

Michael Puchowski
Hobart, Indiana

IN THE COURT OF APPEALS OF INDIANA

Michael Puchowski,
Appellant,

v.

Tamara Wade,
Appellee.

January 18, 2024

Court of Appeals Case No.
23A-EV-321

Appeal from the Lake Superior
Court

The Honorable Julie N. Cantrell,
Judge

The Honorable Carri N. Crider,
Commissioner

Trial Court Cause No.
45D09-2207-EV-2195

Memorandum Decision by Judge Bailey
Judges May and Felix concur.

Bailey, Judge.

Case Summary

- [1] Michael Puchowski was awarded a judgment against his former tenant, Tamara Wade, for \$1505.00, consisting of two months' back rent and a key replacement charge. Puchowski was denied recovery for claimed property damages and now appeals pro se, presenting the single – consolidated and restated – issue of whether the denial of damages is contrary to the evidence. We affirm.

Facts and Procedural History

- [2] Wade and Puchowski executed a lease with a term beginning March 1, 2022, and ending March 1, 2023. Wade tendered to Puchowski a security deposit of \$750.00 and agreed to pay monthly rent of \$750.00. Wade paid rent for the months of March, April, May, and June of 2022. In July, Wade notified Puchowski of her intent to vacate the premises due to safety concerns. In late July or early August, Wade removed the last of her personal property from the leased premises, but she did not at that time return the key to Puchowski.
- [3] On July 19, 2022, Puchowski filed a complaint against Wade. At a hearing conducted on August 10, the trial court found that Puchowski had abandoned the property and set the matter for a damages hearing. At a damages hearing commenced on September 30, the trial court determined that Wade had not

received a letter from Puchowski detailing claimed damages.¹ Wade was served with the damages letter in open court and was granted a continuance to permit a response.

[4] On October 28, the parties appeared for a damages hearing, with each presenting evidentiary exhibits and testimony. Puchowski requested \$1,500.00 in back rent and \$757.00 “or thereabouts” in damages. (Tr. Vol. I, pg. 25.) On January 13, 2023, the trial court entered an order providing in pertinent part:

[D]efendant did break the lease. The defendant owes rent for the months of July and August, 2022, in the total amount of \$1500.00. In addition, the defendant admits that she is liable for a missing primary key at a cost of \$5.00. Pictures taken by the defendant on July 22, 2022, show that the unit is in immaculate condition. The remainder of the damages requested by the plaintiff is, therefore, Denied.

¹ Indiana Code Section 32-31-3-12(a) provides:

Upon termination of a rental agreement, a landlord shall return to the tenant the security deposit minus any amount applied to:

- (1) the payment of accrued rent;
- (2) the amount of damages that the landlord has suffered or will reasonably suffer by reason of the tenant’s noncompliance with law or the rental agreement; and
- (3) unpaid utility or sewer charges that the tenant is obligated to pay under the rental agreement;

all as itemized by the landlord with the amount due in a written notice that is delivered to the tenant not more than forty-five (45) days after termination of the rental agreement and delivery of possession. The landlord is not liable under this chapter until the tenant supplies the landlord in writing with a mailing address to which to deliver the notice and amount prescribed by this subsection. Unless otherwise agreed, a tenant is not entitled to apply a security deposit to rent.

The defendant is liable to the plaintiff in the amount of \$1505.00
After credit for the security deposit, the plaintiff is entitled to
\$775.00.

(App. Vol. II, pg. 6.) Puchowski now appeals.

Discussion and Decision

- [5] Wade has filed no appellee’s brief. As a result, we will not undertake the burden of developing arguments on her behalf and will reverse if Puchowski establishes prima facie error. *Stephens v. Tabscott*, 159 N.E.3d 634, 639 (Ind. Ct. App. 2020).
- [6] At the outset, we observe that there are serious deficiencies in Puchowski’s appellant’s brief. Appellate Rule 46(A)(4) requires an appellant to “concisely and particularly describe each issue presented for review.” Puchowski failed to comply with this directive; rather, he included within his Statement of Issues section twelve paragraphs setting forth contentions such as “[The trial court] irrationally neglects Plaintiff’s sworn testimony of the truth, the whole truth and nothing but the truth, and instead only chooses to voice [Wade]’s fraudulent imagination with unbelievable satire.” Appellant’s Brief at 5.
- [7] Section (A)(8) of Appellate Rule 46 pertains to the argument section of an appellate brief, providing in relevant part:

This section shall contain the appellant’s contentions why the trial court or Administrative Agency committed reversible error.

(a) The argument must contain the contentions of the appellant on the issues presented, supported by cogent reasoning. Each contention must be supported by citations to the authorities, statutes, and the Appendix or parts of the Record on Appeal relied on, in accordance with Rule 22.

(b) The argument must include for each issue a concise statement of the applicable standard of review[.]

Again, Puchowski failed to comply; he provided no standard of review and, indeed, included no citation to legal authority whatsoever.

[8] Puchowski's bald assertions include a claim that the trial court based its decision upon photographs that were of poor quality and which "do not entirely serve full justice." Appellant's Brief at 24. He offers to "now proficiently provide some of the updated progress pictures as well to effectively demonstrate and determine the existing before and after comparison in cleaning and remodeling." *Id.* at 24-25. He suggests that the trial judge was biased against him, demonstrated by the tone of her voice and the substance of her admonishments. According to Puchowski, "the setting and nature of this case was prejudiced and geared towards defending the Defendant on every possible level at the expense of the Plaintiff and regardless of actual facts." *Id.* at 25.

[9] Pro se litigants are bound to follow the established rules of procedure and must be prepared to accept the consequences of their failure to do so, which may include waiver for failure to present cogent argument on appeal. *Basic v. Amouri*, 58 N.E.3d 980, 983-84 (Ind. Ct. App. 2016). Although we prefer to

decide issues on the merits, where the noncompliance with appellate rules is so substantial as to impede our consideration of the issues, we may deem the alleged errors waived. *Id.* at 984.

[10] Puchowski fails to present cogent arguments accompanied by citation to relevant authority but simply invites us to reweigh the evidence, determine issues of credibility, and substitute our judgment for that of the trial court. We cannot do so. *See State v. Int'l Bus. Machs. Corp.*, 51 N.E.3d 150, 158 (Ind. 2016) (recognizing that we do not reweigh evidence presented in a bench trial, but rather consider the evidence most favorable to the judgment with all reasonable inferences drawn in favor of the judgment).

Conclusion

[11] Having waived his arguments for failure to comply with our appellate rules, Puchowski has accordingly shown no prima facie error to warrant reversal.

[12] Affirmed.

May, J., and Felix, J., concur.