MEMORANDUM DECISION

APPELLANT PRO SE

Karen Hanlen
Bosque Farms, New Mexico

IN THE COURT OF APPEALS OF INDIANA

Harold Ruth Farms, LLC,
Appellant-Plaintiff,

v.

Calvin Miller and Ledelle Miller,
Appellees-Defendants.

July 7, 2023

Court of Appeals Case No. 23A-EV-182

Appeal from the Whitley Superior Court

The Honorable Douglas M. Fahl, Judge

Trial Court Cause No. 92D01-2209-EV-449

Memorandum Decision by Judge Mathias
Judges Vaidik and Pyle concur.

Mathias, Judge.

[1] Harold Ruth Farms, LLC ("HRF"), by its owner, Karen Hanlen, appeals the small claims court's judgment for Calvin and Ledelle Miller on HRF's

complaint for eviction and damages. HRF raises eight issues for our review, which we consolidate and restate as the following two issues:

> 1. Whether HRF preserved seven of its eight enumerated issues for appellate review.
>
> 2. Whether the small claims court's judgment is supported by the evidence.

[2] We affirm.

Facts and Procedural History[1]

[3] In January 2014, the Millers entered into an oral rental agreement with Hanlen for a residence and surrounding real property owned by HRF at 4350 North State Road 9 in Columbia City. The Millers agreed to pay $200 per month in rent. However, the residence needed substantial improvements, and Hanlen agreed that the cost of any improvements made by the Millers would be "take[n] . . . off the rent" owed to HRF. Tr. Vol. 2, pp. 21, 24. Over the course of the next eight years, the Millers invested "almost Fifteen Thousand Dollars" into the residence. *Id.* at 22.

[4] In September 2022, HRF filed a notice of claim in the small claims court against the Millers. In its notice, HRF alleged that the Millers had failed to pay

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[1] The Statement of Facts in HRF's brief on appeal does not "describe the facts relevant to the issues presented for review . . . stated in accordance with the standard of review appropriate to the judgment or order being appealed." Ind. Appellate Rule 46(A)(6)(b).

rent since September 2017 and owed $5,900 in unpaid rent.[2] HRF also sought to have the Millers evicted.

[5] The small claims court held a hearing on HRF's notice in October. Hanlen did not appear at that hearing. Instead, HRF appeared by another personal representative, Debra Lee Hile. When asked about the factual basis for HRF's notice against the Millers, Hile informed the court that the Millers had "quit paying rent," that they were supposed to pay $200 per month, and that they had not paid rent since September 2017. *Id.* at 5. When the small claims court expressed skepticism at HRF's claim for $5,900 based on forty-eight missed payments of $200 each, HRF's representative was unable to explain the apparent discrepancy. HRF made no other arguments to the small claims court in support of its notice.

[6] The Millers testified that their oral rental agreement allowed them to deduct expenditures made on improving the residence from the amount of rent they owed to HRF. The Millers also testified that they had spent nearly $15,000 in improvements.

[7] Following the close of evidence, the small claims court found as follows:

> [The parties] agreed . . . there was a [$200 per] month verbal lease. [HRF] alleges that there was no agreement . . . that repairs would offset the amount. [The Millers] say[] no, the repairs . . . would offset the amount . . . . [N]early four years that

[2] Of course, $200 per month over four years equals $9,600.

> rent has [not] been paid and there has been no attempt to collect it. So, . . . in my mind that would enforce [the Millers'] statements that . . . they were using their repairs to offset rent because [HRF] never asked for it for four years. I can't imagine [HRF] would [not] have . . . asked for rent. I have never had a landlord ever go four years without asking for rent unless there was an agreement to offset the rent with repairs.

Id. at 27-28. The court added that "other allegations" presented by HRF in its notice of claim were not proven by HRF at the hearing, especially any claim by HRF that the Millers were engaged in "waste" or "damaging the property." *Id.* at 28-29. The court then entered its judgment for the Millers on HRF's notice of claim, and this appeal ensued.

Standard of Review

[8] HRF appeals the small claims judgment for the Millers. Small claims actions involve informal trials with the sole objective of dispensing speedy justice between the parties according to the rules of substantive law. *Harvey v. Keyed in Prop. Mgmt., LLC*, 165 N.E.3d 584, 587 (Ind. Ct. App. 2021), *trans. denied*. Accordingly, judgments from small claims actions are provided a deferential standard of review. *Id.* We will neither reweigh the evidence nor assess witness credibility, and we consider only the evidence most favorable to the judgment. *Pfledderer v. Pratt*, 142 N.E.3d 492, 494 (Ind. Ct. App. 2020). However, this deferential standard relates only to procedural and evidentiary issues; it does not apply to substantive rules of law, which we review de novo. *Id.* We also note that, where, as here, the appellee has not filed an appellate brief, we will

reverse if the appellant demonstrates prima facie error, which is "error at first sight, on first appearance, or on the face of it." *Id.*

1. HRF has not preserved seven of its eight enumerated arguments for appellate review.

[9] HRF raises numerous arguments for our review. However, the first seven of HRF's eight enumerated arguments in its brief are not properly before us. In particular, HRF asserts, without any citation to supporting legal authorities, that it did not have "actual notice" of the Millers' repair costs prior to the fact-finding hearing, Appellant's Br. at 19; that the Millers' presentation of evidence was "unfair," an "ambush[]," or otherwise not worthy of credit, *id.* at 19-21; and that the small claims court's reliance on the Millers' evidence was littered with "problem[s] of process," *id.* at 21. But HRF did not present any objections to process or the Millers' evidence to the court. Accordingly, those issues are not properly before us on appeal. *See, e.g.*, *Wilkes v. Celadon Grp., Inc.*, 177 N.E.3d 786, 794 (Ind. 2021). Further, HRF's arguments that the court's reliance on the Millers' testimony was contrary to Indiana law are not supported by cogent reasoning or citation to relevant authority. *See* Ind. Appellate Rule 46(A)(8)(a); Appellant's Br. at 21-22. We therefore also will not consider those contentions.

[10] Similarly, HRF appears to argue that the small claims court had no legal authority to disregard HRF's evidence and to instead credit the Millers' testimony. *See* Appellant's Br. at 22-23. That argument was not presented to the court and is not supported by cogent reasoning or citation to relevant legal

authority in any event. HRF also asserts that the small claims court denied it due process by not allowing Hile to represent the facts underlying Hanlen's affidavit as true, which is a questionable reading of the record but again not supported by cogent reasoning or citation to relevant legal authority. *See id.* at 24-29.

[11] Finally, HRF asserts that the Millers' tenancy was terminated as a matter of law in March 2022 when a storm damaged the residence. *See id.* at 29-30, 31-35. HRF also asserts that the portion of unpaid rent went beyond the originally claimed four years and that the Millers had "no defense" to retaining possession of the property. *See id.* at 30-31, 35. HRF did not make any of these arguments to the court at the fact-finding hearing, and after the hearing the court expressly found that any arguments raised by HRF in its notice but not at the hearing were not supported by the evidence. We therefore decline to consider these issues on appeal.

2. The small claims court's judgment is supported by the evidence.

[12] HRF also contends that the small claims court's judgment is not supported by the evidence. In this portion of its brief, HRF states that "there are major substantive problems" with the small claims court's judgment; that the court's judgment had "no basis in Indiana law"; that the court's ruling was "arbitrary" and contradictory; that the Millers "came to the hearing with dirty hands to ambush" and "maliciously harm HRF"; that the small claims court "was biased against HRF"; that HRF "did not receive due process with a fair and just

hearing"; and that, regardless, HRF "carried the burden" to prove its case. Appellant's Br. at 36-41. Again, much of HRF's arguments on this issue were not raised in the small claims court and are not supported by cogent reasoning or citation to relevant legal authority, and we will not consider them.

[13] However, insofar as HRF's argument is that the small claims court's judgment is not supported by the record, we cannot agree. The Millers testified that they had an oral contract with HRF, the terms of which permitted the Millers to deduct repairs made to the residence on the property from their rent. And they testified that the costs of their repairs far exceed the claimed unpaid rent. Further, the small claims court discredited HRF's theory of the case based on HRF's failure to seek the alleged unpaid rent for four years, and the court concluded that HRF did not sufficiently support any other arguments in its notice of claim at the fact-finding hearing. HRF's argument on this issue is merely a request for this Court to reweigh evidence, which we will not do. Accordingly, we affirm the small claims court's judgment.

Conclusion

[14] For all of the above-stated reasons, we affirm the small claims court's judgment.

[15] Affirmed.

Vaidik, J., and Pyle, J., concur.