MEMORANDUM DECISION

APPELLANT PRO SE

Mary Kortea
Bloomington, Indiana

IN THE COURT OF APPEALS OF INDIANA

Mary Kortea,
Appellant-Defendant,

v.

Jamar Properties,
Appellee-Plaintiff.

August 31, 2023

Court of Appeals Case No. 22A-EV-2031

Appeal from the Monroe Circuit Court

The Honorable Catherine Stafford, Judge

Trial Court Cause No. 53C04-2110-EV-1058

Memorandum Decision by Judge Riley
Judges Bradford and Weissmann concur.

Riley, Judge.

STATEMENT OF THE CASE

[1] Appellant-Defendant, Mary E. Kortea (Kortea), appeals the small claims court's judgment in the amount of $223 and $450 in attorney fees in favor of Appellee-Plaintiff, Jamar Property Management, LLC (Jamar), following Jamar's eviction claim.

[2] We affirm.

ISSUE

[3] Kortea presents this court with one issue on appeal, which we restate as follows: Whether the small claims court abused its discretion by entering judgment in favor of Jamar.

FACTS AND PROCEDURAL HISTORY

[4] In November 2018, Kortea, a Section 8 recipient, rented property from Jamar in Bloomington, Indiana. On October 15, 2021, Jamar filed a claim in small claims court to evict Kortea, together with a request for damages and attorney fees. On December 2, 2021, the small claims court cancelled the hearing on the eviction proceeding because an agreed resolution had been reached between the parties, but continued the hearing on the issue of damages. On February 17, 2022, the small claims court conducted a hearing on damages, at which Kortea failed to appear. After the small claims court advised the parties who were present of the eviction diversion in open court, the court entered a default judgment against Kortea in the amount of $9,988. On February 21, 2022, Kortea filed a motion, which the small claims court interpreted as a motion to

set aside default judgment and set the matter for a hearing. On April 19, 2022, Kortea filed a counterclaim, requesting $6,000 in damages. On May 10, 2022, the small claims court conducted a hearing on the parties' requests for damages. On May 19, 2022, the small claims court entered its final Order, in which it overturned the default judgment issued on February 17, 2022, and entered judgment for Jamar in the amount of $223, plus attorney fees of $450. The small claims court noted in its Order that

> [Kortea's] payments in her Exhibit T were reflected on [Jamar's] Exhibit 1 and she was given credit for them. [Jamar] gave [Kortea] a credit on 2/2/2021 for $3,556 for reversed late fees. Then, on 10/8/2021 [Jamar] partially reversed the late fee credit in the amount of $2,541. Jamar did not sufficiently explain why those late fees were added back in. The [c]ourt grants a judgment of $223, the remaining balance after the $2,541 is credited back to [Kortea].

(Appellant's App. Vol. II, p. 2).

[5] On May 27, 2022, Kortea filed a motion to correct error, in which she alleged as follows:

> Indiana Code [section] 32-31-3-12 states that a landlord has to provide a list of ALL damages including late fees, rent, and damages to the unit to the tenant within 45 days of the move out date or they cannot ask for damages in court and must return the security deposit to the tenant. Jamar did not provide such list within the 45 days and therefore cannot ask for any amount and must return my security deposit of $1,200.00 cash. I am also not responsible for any attorney fees Jamar may have[.] I am also asking to be reimbursed for lawncare that I had to provide for myself and the neighbor from May 1st to August 20th 2021 in the

> amount of $1,500.00. I do not want a credit but my money reimbursed.

(Appellant's App. Vol. II, p. 4). On July 20, 2022, the small claims court denied Kortea's motion to correct error.

[6] Kortea now appeals. Additional facts will be provided as necessary.

DISCUSSION AND DECISION

[7] A careful reading of Kortea's appellate brief[1] indicates that Kortea is requesting this court to review the small claims court's Order because she "vacated the property, cleaned, and turned in [her] keys to avoid eviction. Jamar did not send a list of damages within the 45 days which should result in [a] full refund of the security deposit without owing any court costs or attorney fees." (Appellant's Br. p. 5). An appellant who proceeds *pro se* is "held to the same established rules of procedure that a trained legal counsel is bound to follow and, therefore, must be prepared to accept the consequences of his or her actions." *Thacker v. Wentzel*, 797 N.E.2d 342, 345 (Ind. Ct. App. 2003). While we prefer to decide cases on their merits, we will deem alleged errors waived where appellant's noncompliance with the rules of appellate procedure is so substantial it impedes our appellate consideration of the errors. *Id*. The purpose of our appellate rules, especially Indiana Appellate Rule 46, is to aid and expedite review and to relieve the appellate court of the burden of searching

[1] Jamar did not file an appellee's brief.

the record and briefing the case. *Id*. We will not become an "advocate for a party, or address arguments that are inappropriate or too poorly developed or expressed to be understood." *Perry v. Anonymous Physician 1*, 25 N.E.3d 103, 105 n.1 (Ind. Ct. App. 2014), *trans. denied, cert. denied*.

[8] Here, Kortea's appellate brief fails to comply in virtually every respect with Indiana Appellate Rule 46. Kortea violates Appellate Rule 46(A)(4)-(5) by omitting a statement of the issues in her brief and by completely lacking a statement of the case. The brief violates Appellate Rule 46(A)(6) by only including arguments and self-serving facts in her statement of facts, without any references to the record on appeal. Kortea's argument section, in which she would have developed her argument cogently with citations to the record and legal authorities, as required by Appellate Rule 46(A)(8), is completely missing from her brief. Kortea's Appendix only includes the small claims court's Order and Kortea's motion to correct error; it is completely devoid of any documents supporting her allegations or the exhibits submitted during the small claims court hearing. Although a transcript was prepared by the small claims court clerk, it was not filed with this court and therefore, no transcript has been provided. Even though Kortea appears to entreat this court to award her a certain reimbursement amount, she fails to include the details or materials which would support the calculation and origin of this amount.

[9] "A brief is not to be a document thrown together without either organized thought or intelligent editing on the part of the brief-writer." *Tipton v. Estate of Hofmann*,118 N.E.3d 771, 777 (Ind. Ct. App. 2019). "It is well-settled that the

duty of presenting a record adequate for intelligent appellate review on points assigned as error falls upon the appellant, as does the obligation to support the argument presented with authority and references to the record pursuant to Indiana Appellate Rule 46(A)(8). *AutoXchange.com, Inc. v. Dreyer & Reinbold, Inc.*, 816 N.E.2d 40, 44 (Ind. Ct. App. 2004). Because Kortea's contentions are too poorly expressed and developed to be understood, it has prevented our appellate analysis and consideration of her alleged errors. *See Davis v. State*, 835 N.E.2d 1102, 1113 (Ind. Ct. App. 2005) (noting that the failure to present a cogent argument or citation to authority constitutes waiver of the issue for appellate review), *trans. denied*. "While we are often tolerant of minor infractions of the appellate rules so that we may decide appeals on their merits, those rules are nonetheless binding on all persons bringing appeals to this court." *Ramsey v. Review Bd. of Ind. Dep't of Workforce Dev.,* 789 N.E.2d 486, 490 (Ind. Ct. App. 2003). In the instant case, because Kortea's noncompliance with the appellate rules substantially impeded us from reaching the merits of this appeal, we are compelled to find the issue waived.

CONCLUSION

[10] Based on the foregoing, we hold that Kortea has waived the issue she raised before this court because her brief is not in compliance with Indiana Appellate Rule 46(A).

[11] Affirmed.

[12] Bradford, J. and Weissmann, J. concur