

[Cite as *Pathfinder Realty, Inc. v. Taylor*, 2024-Ohio-4708.]

IN THE COURT OF APPEALS OF OHIO  
SECOND APPELLATE DISTRICT  
MONTGOMERY COUNTY

|                          |   |                                     |
|--------------------------|---|-------------------------------------|
| PATHFINDER REALTY, INC.  | : |                                     |
|                          | : |                                     |
| Appellee                 | : | C.A. No. 30126                      |
|                          | : |                                     |
| v.                       | : | Trial Court Case No. 23 CVG 1191    |
|                          | : |                                     |
| MONCIERRA TAYLOR AND ALL | : | (Civil Appeal from Municipal Court) |
| OTHER OCCUPANTS          | : |                                     |
|                          | : |                                     |
| Appellant                | : |                                     |

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OPINION

Rendered on September 27, 2024

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LAURENCE A. LASKY, Attorney for Appellant

STEVEN C. KATCHMAN, Attorney for Appellee

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HUFFMAN, J.

{¶ 1} Moncierra Taylor appeals from an order of the Dayton Municipal Court, which granted restitution of premises to Pathfinder Realty, Inc. (“Pathfinder”) after overruling Taylor’s objections to a magistrate’s decision. Because Taylor has vacated the

premises, no meaningful relief can be granted, and this appeal is dismissed as moot.

### **Facts and Procedural History**

{¶ 2} On March 2, 2023, Pathfinder, a property management company acting as the agent for the owner of premises located on Kumler Avenue in Dayton, filed a forcible entry and detainer action against Taylor, who resided at the property. According to the complaint, Pathfinder had taken over management of the premises at issue and had not been “furnished with a written lease.” The complaint alleged that Taylor had not complied with the terms and conditions of the lease, namely the payment of rent, that Pathfinder had provided the required statutory notice to Taylor to vacate the premises, and that Taylor had not vacated the premises. Pathfinder demanded restitution of the premises. A copy of the February 25, 2023 “Notice to Leave the Premises” was attached to the complaint, listing nonpayment of rent as the grounds and an amount due of \$600.

{¶ 3} A hearing on the complaint occurred on April 3, 2023, before a magistrate. Jason Cuff testified that he was employed by Pathfinder to provide property maintenance services and to serve as a “courier” of three-day notices. Cuff stated that Pathfinder was the agent for the owner of the Kumler Avenue premises and that Taylor resided there “month-to-month,” with rent of \$885 per month due on the first of the month. He identified the three-day notice to vacate that he had taped to the front door of the premises. Cuff acknowledged that Taylor had made “efforts to pay, but nothing has actually come through to date.”

{¶ 4} Taylor, who appeared pro se, stated that she had been living on the premises for eight years. She testified that, originally, Sylvester Ballard was her landlord and she

“did a rent-to-own with him”; she gave him about \$8,000 or \$9,000 when she moved in. She testified that Ballard “went under [her] nose and sold it to [Pathfinder].” She apparently believed that she had had a “rent-to-own” agreement with Ballard; she stated that she had documentation of the agreement, but she had not brought it to the hearing. She had contacted her lawyer, but that person had been unable to attend the hearing. According to Taylor, she went to Pathfinder the Friday before the Monday hearing with \$1,400 but was told that Pathfinder’s lawyer was not there and “to ask him in court Monday.” Taylor stated that she had \$1,500 at the hearing.

{¶ 5} The magistrate advised Pathfinder’s attorney that she was inclined to allow Taylor an opportunity to locate her documentation and appear with representation, noting that Taylor appeared to be willing to continue to pay rent. Pathfinder’s attorney asserted that this (the hearing) was the first time it had been brought to his attention that there might be a land installment contract that Taylor had entered with a prior owner “that was then pedaled to” Pathfinder; he asserted that Pathfinder did not have such a document. Counsel also indicated that Taylor had been reaching out to Pathfinder but hadn’t followed through with making payments, and that if she did make payments, Pathfinder would accept the money. The magistrate continued the matter for one week to allow Taylor to bring her rent current and locate a copy of her contract.

{¶ 6} A second hearing occurred on April 10, 2023, before a different magistrate. Pathfinder’s attorney advised the magistrate that he had confirmed the existence of the land installment contract and had spoken to Taylor’s attorney. Counsel had apparently agreed to extend the matter for 60 days and requested a 60-day extension. The

magistrate granted the extension.

{¶ 7} A third hearing occurred on June 5, 2023, before the second magistrate. At that hearing, Taylor's attorney represented that there had been a land contract for the amount of \$54,000 that "was never recorded officially." According to counsel, Taylor, who remained in the premises, had paid almost \$20,000 on the contract, and the prior owner was "not acknowledging that." Taylor's counsel suggested that Taylor and Pathfinder needed to reach some kind of agreement about the payment of rent, in escrow or otherwise, while Taylor pursued an action against Ballard. Pathfinder's attorney stated that the land contract had clearly been in existence more than five years and that Pathfinder had received no payments "for a number of months."

{¶ 8} The court indicated that the "ultimate question" was whether an eviction was permissible or whether there had to be a foreclosure. Counsel for Taylor stated that Pathfinder had refused to accept her payments and had asked instead for her to terminate the land contract and sign a lease agreement with Pathfinder. Counsel for Pathfinder stated that, if Taylor could bring the rent current, she could continue to make her payments while pursuing the matter with the prior owner separately. The magistrate indicated that she would research the issue of an unrecorded land contract, and the matter was continued again for a week.

{¶ 9} On June 12, 2023, the hearing resumed before the second magistrate. Taylor appeared without counsel, and the magistrate noted she had granted counsel's motion to withdraw. Counsel for Pathfinder argued that, to be valid, a land installment contract must be recorded, which Taylor's agreement was not, so the contract should be

“treated as a regular lease agreement” with an arrearage for nonpayment of rent. Pathfinder asked to proceed with the eviction against Taylor, and Taylor requested a continuance. The court agreed to continue the hearing, conditioned on Taylor’s placing \$1,200 in escrow with the clerk. After a pause in the proceedings, Taylor produced a receipt from the clerk’s office reflecting a deposit of \$1,200.

**{¶ 10}** On June 13, 2023, Taylor filed a pro se request for a copy of the land installment contract that Pathfinder’s attorney had presented in court the previous day. On June 23, 2023, Taylor filed a request for a continuance, which the court denied.

**{¶ 11}** On June 26, 2023, the eviction hearing commenced before a third magistrate. Pathfinder asserted that a three-day notice had been served on Taylor and that there was the land installment contract that had never been recorded and of which Pathfinder had not known. Pathfinder requested that its arrangement with Taylor be treated as “just a simple lease agreement” and asserted that there had been a non-payment of rent. According to Pathfinder, the only real issue was whether Pathfinder could proceed with the eviction, because the land installment contract had never been recorded, or had to proceed with a foreclosure to get the relief it requested.

**{¶ 12}** Taylor, who was again without counsel, advised the magistrate that she had gone to Pathfinder that same morning, at which time she had been told that she owed \$2,600 and that, in order to stay in her home, she would have to sign to terminate the land contract. She stated that she had \$2,600 and had provided \$1,200 the week before, but she declined to terminate the land contract without the advice of a lawyer. The magistrate advised Taylor that Ohio is a “first record state, which means documents

concerning ownership of residential and commercial property have to be evidenced by recordation. So, if there is not status of recordation, essentially that would not count in the chain of title of succession.”

{¶ 13} Pathfinder indicated that it wanted Taylor to execute a new lease agreement because the land contract was in default. Counsel asserted that a balloon payment had been due two years after the land contract was executed and it had never been made.

{¶ 14} After further discussion, the magistrate indicated that, if no new lease agreement were signed, the matter would proceed as an eviction. The magistrate found that Taylor had “an unrecorded land contract,” which meant that she was “essentially . . . a tenant without a lease agreement.” The magistrate advised Taylor that she did not have any “equity rights” in the property and that, without a lease agreement, she “would be looked at as a holdover.”

{¶ 15} Pathfinder told the magistrate that it wanted restitution of the premises in the absence of payment of rent due. The magistrate went into recess to allow Taylor to consider signing the new lease agreement with Pathfinder. Thereafter, when Taylor declined to enter into a new lease agreement, the magistrate granted restitution of the premises to Pathfinder and ordered that the funds in escrow be released to Pathfinder. A magistrate’s decision was issued the same day as the hearing, and the municipal court adopted the decision the next day, June 27, 2023.

{¶ 16} On June 28, a new attorney appeared in the municipal court on Taylor’s behalf and filed notice that he would be filing a compulsory counterclaim against Pathfinder and a third-party complaint against Ballard; counsel also requested an

emergency stay of execution of the court's restitution order. Specifically, counsel asserted that, in 2015, Taylor had agreed to pay \$54,000 for the property, which was now worth considerably more, and that the proper remedy for Pathfinder to reclaim the property was a foreclosure action in the court of common pleas. A copy of the land contract agreement signed by Taylor was attached. Although not addressed by the parties, we note that the top of the first page of the contract contains the following handwritten, unsigned notation: "Voided 6/2017." The contract specified a balloon payment of \$50,400, due in full on or before April 30, 2017, and contained a default provision

{¶ 17} On July 5, 2023, a hearing on the motion for stay occurred before the third magistrate. Taylor, through counsel, asserted that Ballard had been obligated to record the land installment contract and had failed to do so. Taylor also asserted that homes in the area of the Kumler premises were "selling for \$160,000." Taylor acknowledged that a balloon payment had been due two years after the contract was executed, and that she had not made the payment. She advised the court, however, that Ballard had continued to accept monthly payments for years after Taylor's failure to make the balloon payment. She argued that the municipal court lacked jurisdiction over the matter and that Pathfinder, through one of its principals, had known about the land contract. She asserted that she had an enforceable land contract that had never been "forfeited or foreclosed on." Taylor requested that the eviction be stayed, "if not vacated and transferred" to the court of common pleas. Taylor asserted that she made a payment the week before and would continue to do so. Taylor cited R.C. 5313.07, which requires

a foreclosure to recover possession if payments have been made on a land contract for five years or more.

**{¶ 18}** Pathfinder responded that the only issue before the court was the stay and that arguments about whether the eviction was proper were premature. Noting that Taylor had failed to make a required balloon payment and that it was unknown whether the other requirements of R.C. 5313.07 had been met, Pathfinder argued it was unclear whether that statute applied to require a foreclosure. Pathfinder noted that it had not yet filed the writ because it had been working on an arrangement with Taylor to sign a “fresh lease,” but that had not occurred. In Pathfinders’ view, Taylor was entitled to file objections to the eviction decision but was not entitled to a stay.

**{¶ 19}** The magistrate granted the motion to stay on July 6, 2023. It set an occupancy bond at \$1,200 with \$600 due on the first of each month, noting that it “would obviously forego any requests for a writ” until the case was finalized.

**{¶ 20}** On September 7, 2023, Pathfinder filed a motion to terminate the stay. According to Pathfinder, Taylor had failed to file objections or otherwise prosecute her claim. Pathfinder sought release of the funds held by the court and 30 days to file a writ and request for move-out. On September 14, 2023, the magistrate issued an order for Taylor to show cause why the stay should not be terminated. On September 15, 2023, Taylor responded that a transcript had not yet been received and that she continued to make payments as ordered.

**{¶ 21}** On October 15, 2023, Taylor filed a motion to dismiss, arguing that Pathfinder lacked standing. The third magistrate held a hearing on the motion to dismiss



the next day. Pathfinder asserted that the motion to dismiss had numerous flaws, including that: 1) “you can’t dismiss a judgment that has already been rendered by the court,” and the proper method would be through Civ.R. 53; 2) as the agent for the owner of the premises, Pathfinder was the proper party to initiate forcible entry and detainer action; and 3) the motion was untimely because the court had granted restitution of the premises. Pathfinder asked the magistrate to overrule the motion to dismiss.

{¶ 22} Taylor argued that it had been “discriminatory” for Pathfinder to “simply ignore a land contract that [it] knew about” and that she would suffer irreparable economic loss if the restitution of the premises were not reversed. She reiterated her argument that Pathfinder should have pursued foreclosure. Pathfinder responded that it had had no knowledge of the land contract when it purchased the premises and that Taylor’s arguments had “nothing to do with today’s hearing.” The magistrate took the motion to lift the stay and the motion to dismiss under advisement.

{¶ 23} On October 20, 2023, Taylor filed “nunc pro tunc objections” to the magistrate’s decision granting restitution of the premises to Pathfinder. On November 2, 2023, the magistrate denied Pathfinder’s motion to terminate the stay but ordered the release of funds held by the clerk to Pathfinder. The court also denied Taylor’s motion to dismiss, finding that Pathfinder, as an agent for the owner of the premises, had standing to bring the action.

{¶ 24} On December 12, 2023, the court overruled Taylor’s objections to the magistrate’s decision, granted restitution, terminated the stay, and released the escrow funds. (The court treated Taylor’s nunc pro tunc objections as supplemental objections.)

**{¶ 25}** On December 20, 2023, Taylor filed a motion to “enforce settlement” and requested a hearing before she was “wrongfully removed” from the premises and suffered “irreparable harm.” Taylor asserted that an agreement had been reached between the parties pursuant to which Pathfinder agreed to pay Taylor \$23,000 in exchange for her vacating the premises and signing an agreement to cancel the land contract. In response, Pathfinder asserted that the court lacked jurisdiction over the agreement because it had never been “formalized,” “reduced to a writing,” and “consummated.” Pathfinder noted that, after the parties had reached the agreement, the court overruled Taylor’s objections to the magistrate’s decision, which disposed of the matter. According to Pathfinder, there was “nothing in the record for the court to enforce.”

**{¶ 26}** The magistrate set the matter for a hearing on January 12, 2024, but on January 10, 2024, Taylor filed a notice of appeal from the municipal court’s December 12, 2023 order overruling Taylor’s objections and granting restitution. Thereafter, the magistrate noted that the parties had failed to appear for the January 12, 2024 hearing and that the court was divested of jurisdiction by Taylor’s filing of a notice of appeal.

**{¶ 27}** On February 16, 2024, we dismissed Taylor’s appeal for lack of a final appealable order (Montgomery C.A. 30026). We found that the municipal court had not formally sustained or overruled the objections to the magistrate’s decision.

**{¶ 28}** On February 27, 2024, the municipal court issued a writ of restitution for the premises, and Taylor was ordered to vacate the premises by March 5, 2024. The docket reflects that a “bailiff move out” was scheduled for March 6 and that the property was “vacated by the bailiff” on March 8, 2024. Pathfinder filed a motion for release of funds

on March 21, 2024.

**{¶ 29}** On March 25, 2024, the municipal court filed an “Updated Entry” overruling Taylor’s objections to the magistrate’s decision and granting restitution, apparently in response to our dismissal of the prior appeal for lack of a final order. The court found that the magistrates had “properly determined the issues before them,” overruled Taylor’s objections, granted restitution to Pathfinder, terminated the stay, and released the monies held by the Clerk in escrow on this case to Pathfinder. Taylor now appeals from this entry.

### **Assignment of Error and Analysis**

**{¶ 30}** Taylor raises the following assignment of error:

THE MUNICIPAL TRIAL COURT ERRED BY GRANTING JUDGMENT TO PLAINTIFF ON A FORCIBLE ENTRY AND DETAINER ACTION WHERE A LAND CONTRACT WAS INVOLVED WHICH HAD EXISTED FOR OVER SEVEN YEARS WHEN PLAINTIFF SERVED THE COMPLAINT AND, THEREFORE, THE TRIAL COURT WAS WITHOUT JURISDICTION OVER THE ACTION AND THE PREMISES IN QUESTION WAS SUBJECT TO A FORECLOSURE ACTION.

**{¶ 31}** Taylor argues that the facts established the existence of a land contract which was executed by her in May 2015 and was still in existence in March 2023, when Pathfinder filed its complaint. Accordingly, Taylor asserts that only a foreclosure action

was proper, not an eviction action. She argues that the municipal court failed to address the issue of jurisdiction. Taylor also argues that, because the land contract is valid, the restitution action is subject to dismissal.

**{¶ 32}** Pathfinder responds that the municipal court did not err in granting restitution because the land contract was unrecorded, it was executed by a prior owner, not Pathfinder, and Pathfinder was without knowledge of the land contract. Pathfinder further argues that Taylor's arguments are moot because she failed to obtain a stay of execution and post a bond, and the property had been restored to Pathfinder and found to be vacant. Pathfinder asserts that it did not learn of the land contract until after its complaint was filed in April 2023.

**{¶ 33}** In reply, Taylor asserts that her appeal is not moot; she asserts that she has an ongoing interest in the subject of the appeal because the municipal court did not have subject matter jurisdiction when it granted the writ of restitution. She further asserts that she has an ongoing interest because this action should have been filed as a foreclosure action in the court of common pleas. Taylor asks us to reverse the municipal court's judgment and remand the matter for further proceedings.

**{¶ 34}** R.C. 5313.01(A) defines a land installment contract as follows:

"Land installment contract" means an executory agreement which by its terms is not required to be fully performed by one or more of the parties to the agreement within one year of the date of the agreement and under which the vendor agrees to convey title in real property located in this state to the vendee and the vendee agrees to pay the purchase price in

installment payments, while the vendor retains title to the property as security for the vendee's obligation.

{¶ 35} We note that forcible entry and detainer actions and foreclosures are separate and distinct remedies.

“Forcible entry and detainer, as authorized in R.C. Chapter 1923, is a summary proceeding in which a court may make inquiry into disputes between landlords and tenants, and, where appropriate, order restitution of the premises to the landlord.” *Cuyahoga Metro. Hous. Auth. v. Jackson*, 67 Ohio St. 2d 129, 130, 423 N.E.2d 177 (1981). “A forcible entry and detainer action is intended to serve as an expedited mechanism by which an aggrieved landlord may recover possession of real property.” *Miele v. Ribovich*, 90 Ohio St.3d 439, 441-442, 739 N.E.2d 333 (2000). The underlying purpose behind the forcible entry and detainer action is to provide a summary, extraordinary, and speedy method for the recovery of the possession of real estate. *Jackson* at 131, 423 N.E.2d 177.

Given the summary nature of a forcible entry and detainer action, “the drafters of the Rules of Civil Procedure were careful to avoid encrusting this special remedy with time consuming procedure tending to destroy its efficacy.” *Id.* While the Civil Rules generally govern procedure in Ohio courts, the rules specifically state that they do not apply in forcible entry and detainer proceedings “to the extent that they would by their nature be clearly inapplicable.” Civ. R. 1(C)(3). Moreover, the Civil Rules are inapplicable if

their application would frustrate the purpose of the forcible entry and detainer proceeding. *State ex rel. GMS Mgt. Co. v. Callahan*, 45 Ohio St.3d 51, 54-55, 543 N.E.2d 483 (1989); *Larson v. Umoh*, 33 Ohio App. 3d 14, 16, 514 N.E.2d 145 (8th Dist. 1986).

*Showe Mgt. Corp. v. Mountjoy*, 2020-Ohio-2772, ¶ 15-16 (10th Dist.).

{¶ 36} On the other hand, the “foreclosure proceeding is the enforcement of a debt obligation.” *Wilborn v. Bank One Corp.*, 2009-Ohio-306, ¶ 17. R.C. 2323.07 sets forth the procedures for these proceedings, which include an action to secure a judgment of foreclosure and the sale of the property. R.C. 5313.07 governs foreclosure of land contracts and states:

If the vendee of a land installment contract has paid in accordance with the terms of the contract for a period of five years or more from the date of the first payment or has paid toward the purchase price a total sum equal to or in excess of twenty per cent thereof, the vendor may recover possession of his property only by use of a proceeding for foreclosure and judicial sale of the foreclosed property as provided in section 2323.07 of the Revised Code. Such action may be commenced after expiration of the period of time prescribed by sections 5313.05 and 5313.06 of the Revised Code. In such an action, as between the vendor and vendee, the vendor shall be entitled to proceeds of the sale up to and including the unpaid balance due on the land installment contract.

{¶ 37} R.C. 5301.25, the recording statute, provides:

(A) All deeds, land contracts referred to in division (A)(21) of section 317.08 of the Revised Code, and instruments of writing properly executed for the conveyance or encumbrance of lands, tenements, or hereditaments, other than as provided in division (C) of this section and section 5301.23 of the Revised Code, shall be recorded in the office of the county recorder of the county in which the premises are situated. Until so recorded or filed for record, they are fraudulent insofar as they relate to a subsequent bona fide purchaser having, at the time of purchase, no knowledge of the existence of that former deed, land contract, or instrument.

{¶ 38} “Recordation gives constructive notice to all persons dealing with the land of properly recorded instruments in the chain of title.” *Option One Mtge. Corp. v. Boyd*, 2001 WL 669531, \*2 (2d Dist.), citing *Thames v. Asia's Janitorial Serv., Inc.*, 81 Ohio App.3d 579, 587 (1992). “Under the statute, an unrecorded land contract is fraudulent as to a subsequent purchaser who has no *knowledge* of it. When an interest in land is unrecorded, the knowledge referred to in R.C. § 5301.25(A) is actual knowledge at the time of purchase. Inquiry notice is insufficient.” (Emphasis in original.) *Bishop v. Rice*, 2006-Ohio-1131, ¶ 17 (2d Dist.), citing *Montgomery Cty. Treasurer v. Gray*, 2004-Ohio-2729, ¶ 20-21 (2d Dist.); *Emrick v. Multicon Builders, Inc.*, 57 Ohio St.3d 107, 109 (1991), quoting *Varwig v. Cleveland, Cincinnati, Chicago & St. Louis R.R. Co.* 54 Ohio St. 455, 468 (1986).

{¶ 39} As noted above, Pathfinder’s complaint alleged that it “was not furnished with a written lease agreement.” Counsel for Pathfinder represented to the magistrate

at the first hearing, on April 3, 2023, that Pathfinder did not possess a written agreement, that Taylor was on a month-to-month tenancy, and that it had learned of the existence of the land contract for the first time at that hearing. It was only after that first hearing that Pathfinder proposed the execution of a new lease agreement and termination of the land contract, according to Taylor's testimony at the subsequent hearing. While Taylor's defense throughout was the existence of the land contract, there was no evidence that the current owner of the premises, represented by Pathfinder, knew of the land contract at the time of purchase.

**{¶ 40}** Based upon a finding that the contract was unrecorded (and therefore fraudulent as to Pathfinder), the court proceeded to evict Taylor based upon a holdover or implied tenancy. In other words, the unrecorded land installment contract was unenforceable under R.C. 5301.25(A), and Taylor had no enforceable rights or interest in the premises as against the subsequent owner (represented by Pathfinder), a bona fide purchaser without knowledge of the land installment contract.

**{¶ 41}** In *6610 Cummings Court, L.L.C. v. Scott*, 2018-Ohio-4870 (8th Dist.), the court held that while "there was not an enforceable written agreement between the [property owners and tenants, the tenants] still took possession of the property, creating a tenancy at will." *Id.* at ¶ 43. " 'A tenancy at will is created when possession of the premises is taken under an invalid lease.' " *Id.*, citing *Manifold v. Schuster*, 67 Ohio App.3d 251, 255 (4th Dist. 1990). " '[I]t is well settled that where a purported lessee takes possession under a defectively-executed lease and pays rent, a tenancy will be implied and is subject to all of the terms of the purported lease except duration.' " *Id.*,



citing *Ruben v. S.M. & N. Corp.*, 83 Ohio App.3d 80, 83 (8th Dist. 1993); see *Peoples v. Holley*, 2009-Ohio-897, ¶ 22 (2d Dist.) (“When a tenant pays rent, accepted by his landlord, the at-will tenancy becomes a periodic tenancy.”). “The duration of a lease will depend upon the contract’s provisions for payment of rent; specifically, if the contract says that rent will be paid on a month-to-month basis, then the contract implies that the tenancy is on a month-to-month basis.” *Id.*, citing *Manifold*.

{¶ 42} Here, as in *Holley*, the municipal court implicitly found that Taylor had agreed to pay rent monthly and that the law had created a month-to-month tenancy. See *Holley* at ¶ 23. As such, proceedings in forcible entry and detainer were appropriate. Municipal courts have concurrent jurisdiction over forcible entry and detainer actions with courts of common pleas; accordingly, the municipal court had jurisdiction over the action. See *Seventh Urban, Inc. v. Univ. Circle Property Dev., Inc.*, 67 Ohio St.2d 19, 24 (1981).

{¶ 43} Finally, the “doctrine of mootness is founded upon the ‘long and well established [premise] that it is the duty of every judicial tribunal to decide actual controversies between parties legitimately affected by specific facts and to render judgments which can be carried into effect.’” *Harvest Land CO-OP, Inc. v. Hora*, 2022-Ohio-2375, ¶ 11 (2d Dist.), quoting *State v. Muwwakkil*, 2018-Ohio-4443, ¶ 6, quoting *Fortner v. Thomas*, 22 Ohio St.2d 13, 14 (1970). “Thus, a court ‘will not decide . . . cases in which there is no longer any actual controversy.’” *Id.*, quoting *Heartland of Urbana, OH, L.L.C. v. McHugh Fuller Law Group, P.L.L.C.*, 2016-Ohio-6959, ¶ 36, citing *In re A.G.*, 2014-Ohio-2597, ¶ 37, quoting *Black’s Law Dictionary* (9th Ed.2009). Here, because Taylor vacated the premises, there is no actual controversy and no relief left to be granted.

In other words, her appeal is moot. Thus, the appeal is dismissed.

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EPLEY, P.J. and TUCKER, J., concur.