

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

KOFI AGYEPONG,	:	APPEAL NO.	C-240719
	:	TRIAL NO.	24CV19286
Plaintiff-Appellant,	:		
vs.	:		
EDELMAN HOLDINGS, LLC,	:	<i>JUDGMENT ENTRY</i>	
Defendant-Appellee.	:		

NESTOR, Judge.

This court sua sponte removes this cause from the regular calendar and places it on the court's accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); Loc.R. 11.1.

Plaintiff-appellant Kofi Agyepong rented an apartment from defendant-appellee Edelman Holdings, LLC, from August 2023 through May 2024. As part of the lease agreement, Agyepong provided a \$600 security deposit. After Agyepong moved out, Edelman Holdings failed to return the security deposit within 30 days, as required by both statute and the lease agreement.

Agyepong sued Edelman Holdings for the return of the deposit and requisite damages under R.C. 5321.16. Under the statute, if a landlord fails to timely return a security deposit, a tenant is entitled to damages equal to the amount wrongfully withheld by the landlord. For a tenant to be eligible for damages, the statute requires that tenants provide their landlords with a forwarding address. The burden is on the

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tenant to provide the address. A tenant's failure to provide a forwarding address, however, is not an affirmative defense available to landlords.

Edelman Holdings asserts that because Agyepong did not leave a physical forwarding address, it did not know where to send the security deposit. But throughout the entire tenancy, Agyepong paid his rent via CashApp, an app used to send and receive money. Edelman Holdings argues that this was not a forwarding address sufficient for the return of the deposit, even though it ultimately did return the deposit via CashApp after Agyepong filed this lawsuit. Agyepong handed back the deposit in order to continue with the lawsuit.

The magistrate ruled that Edelman Holdings did not wrongfully withhold Agyepong's security deposit because Edelman Holdings did eventually attempt to return the deposit, albeit 17 days past the deadline. Thus, the magistrate awarded \$600—the security deposit without any damages.

Agyepong did not object to the magistrate's decision. The trial court adopted the decision awarding \$600. Agyepong now appeals, asserting three assignments of error, which we construe as one: the trial court erred by failing to award an additional \$600 in damages under R.C. 5321.16(C).

Under Civ. R. 53(D)(3)(b)(i), a party has 14 days from the filing of a magistrate's decision to object to it in the trial court. *Crown Asset Mgmt., LLC, v. Gaynor*, 2022-Ohio-1468, ¶ 13 (1st Dist.). If a party fails to object to a magistrate's decision, appellate courts are confined to a plain-error standard of review. *Id.* Here, Agyepong did not object to the magistrate's decision. We are thus confined to plain-error.

Agyepong does not advance any plain-error arguments on appeal. This court has previously refused to make plain-error arguments on a party's behalf. *See, e.g.,*

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Crown at ¶ 13; *Cable Busters, LLC v. Mosley*, 2020-Ohio-3442, ¶ 8 (1st Dist.). Accordingly, we will not create any arguments today.

But we note that the legislature enacted R.C. 5321.16 in 1974 and has not amended the statute since. In today’s digital age, the provision requiring tenants to provide a forwarding address might be obsolete, given how many people use electronic means, such as CashApp, to pay rent. Our decision today does not mean we condone landlords’ use of R.C. 5321.16 to justify withholding security deposits past the 30-day deadline, especially when they know where and how to return the deposit.

However, because Agyepong did not object to the magistrate’s decision, and does not advance any plain-error arguments on appeal, we must affirm the trial court’s judgment.

The assignments of error are overruled and the judgment of the trial court is affirmed.

The court further orders that 1) a copy of this Judgment constitutes the mandate, 2) the mandate be sent to the trial court for execution under App.R. 27, and 3) costs shall be taxed under App.R. 24.

KINSLEY, P.J., concurs.

CROUSE, J., concurs in judgment only.

To the clerk:

Enter upon the journal of the court on 9/17/2025 per order of the court.

By: 
Administrative Judge