

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

CORTLAND GUNDLING,	:	APPEAL NO. C-250226
	:	TRIAL NO. 25CV02948
Plaintiff-Appellant,	:	
vs.	:	
CINCINNATI METROPOLITAN HOUSING AUTHORITY,	:	<i>JUDGMENT ENTRY</i>
	:	
Defendant-Appellee.	:	

KINSLEY, Presiding 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 Cortland Gundling appeals the judgment of the Hamilton County Municipal Court granting the motion to dismiss filed by defendant-appellee Cincinnati Metropolitan Housing Authority (“CMHA”). Gundling sued CMHA on January 28, 2025, in a one-sentence complaint. That sentence alleged that CMHA was “intentionally not enforcing tenant having past due water bill paid in full causing plaintiff not being paid water bill before tenant moving.” Gundling claimed \$1034 in damages.

Attached to Gundling’s complaint were two unauthenticated exhibits. The first was a printout entitled “CHMA Housing Choice Voucher Program Request for Tenancy Approval Packet.” The printout contained a hand-circled provision, which

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explained the responsibility of a landlord to provide proof that a tenant was current on the water bill where the tenant bore the responsibility for that utility. The provision indicated that CMHA could not process a tenancy request without this information. Neither the complaint nor the printout explained the relevance of this information to Gundling, as the complaint did not indicate whether Gundling was a CMHA tenant, CMHA landlord, or whether, under either condition, a tenant bore the responsibility for paying a water bill under the terms of any applicable lease. The second exhibit attached to the complaint was an invoice, issued from Dearborn Properties to A.G., in the amount of \$1,034.41 for water and sewer services. Gundling's name did not appear on the invoice.

On February 24, 2025, CHMA filed a motion to dismiss arguing that Gundling had failed to join the tenant as a necessary party pursuant to Civ.R. 19. CMHA also asserted that Gundling's complaint failed to state a claim upon which relief could be granted. CHMA requested dismissal pursuant to Civ.R. 12(B)(6) and 12(B)(7).

On March 26, 2025, the trial court granted CHMA's motion to dismiss.

On appeal, Gundling raises two assignments of error. First, he argues that the trial court erred in granting CHMA's motion to dismiss under Civ.R. 12(B)(6) because his complaint sufficiently stated a claim upon which relief could be granted. Second, he asserts that the trial court erred in granting CHMA's motion to dismiss under Civ.R. 12(B)(7) because the tenant was not a necessary or indispensable party.

While it is unclear from the trial court's order whether it granted the dismissal pursuant to Civ.R. 12(B)(6), Civ.R. 12(B)(7), or both, we review the trial court's judgment under our de novo standard of review for either rule. *See Green v. Animal Protection League*, 2016-Ohio-2767, ¶ 21 (3d Dist.) (de novo standard of review for

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Civ.R. 12(B)(7) motions to dismiss); *Perrysburg Twp. v. City of Rossford*, 2004-Ohio-4362, ¶ 5 (de novo standard of review for Civ.R. 12(B)(6) dismissals).

In reviewing an order granting a Civ.R. 12(B)(6) motion to dismiss, we accept the factual allegations contained in the complaint as true. *Perrysburg Twp.* at ¶ 5. A motion under Civ.R. 12(B)(6) tests the sufficiency of the complaint. *Fox Consulting Group., Inc. v. Mailing Servs. of Pittsburgh, Inc.*, 2022-Ohio-1215, ¶ 6 (1st Dist.). A court may not grant a motion to dismiss if the complaint sets forth factual allegations that if proved would allow the plaintiff to recover. *Id.* at ¶ 7.

Even taking the factual allegations in the complaint and attached exhibits as true, Gundling’s complaint against CMHA does not meet the Civ.R. 12(B)(6) standard. The complaint contends that CMHA owes Gundling \$1034 based on a mere one-sentence allegation: “intentionally not enforcing tenant having past due water bill paid in full causing plaintiff not being paid water bill before tenant moving.” This allegation fails to identify any relationship between CMHA and Gundling that would create an obligation on CMHA’s part. The complaint does not describe to whom the tenant owes the water bill, where the tenant moved, or what duty or responsibility CMHA breached.

Not even the unauthenticated attached printout supplies this information. The circled provision on the document titled “CHMA Housing Choice Voucher Program Request for Tenancy Approval Packet” appears to create an obligation on the part of the *landlord* to supply CMHA with proof of a current water bill. It does not describe any responsibility that CMHA has in this regard. Moreover, Gundling’s complaint does not identify him as a landlord, and it is unclear what relationship if any he has with respect to Dearborn Properties, A.G., or CMHA. Put simply, the complaint is too vague to state a cause of action.

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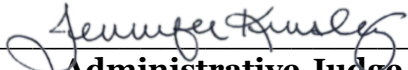
Therefore, we overrule Gundling's first assignment of error, as the trial court correctly dismissed Gundling's complaint pursuant to Civ.R. 12(B)(6). Gundling's second assignment of error challenging the dismissal of his complaint pursuant to Civ.R. 12(B)(7) is moot, and we therefore decline to address it. *See* App.R. 12(A)(1)(c). We affirm the judgment of the trial court.

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.

CROUSE and MOORE, JJ., concur.

To the clerk:

Enter upon the journal of the court on 11/14/2025 per order of the court.

By:  _____
Administrative Judge