

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

CINCINNATI METROPOLITAN HOUSING AUTHORITY,	:	APPEAL NO. C-250513
	:	TRIAL NO. 25CV19933
Plaintiff-Appellee,	:	
	:	
vs.	:	
	:	<i>JUDGMENT ENTRY</i>
BEENAH HARRELL,	:	
	:	
Defendant-Appellant.	:	

KINSLEY, Presiding Judge.

We consider this appeal on the 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.

Defendant-appellant Beenah Harrell appeals the Hamilton County Municipal Court’s judgment granting plaintiff-appellee Cincinnati Metropolitan Housing Authority (“CMHA”) possession of Harrell’s apartment unit in CMHA’s action for forcible entry and detainer.

Harrell rented an apartment unit from CMHA, for which she was required to pay \$100 per month—\$50 for current rent and \$50 for past due rent. After she failed to pay her rent, CMHA provided her with a 30-day notice of eviction, which informed her that she could avoid eviction by paying the outstanding balance before June 22, 2025. Harrell failed to pay the outstanding balance, and CMHA filed an eviction action on July 9, 2025. The matter proceeded to trial on July 30, 2025, and the trial court granted CMHA’s request to evict Harrell. This appeal followed.

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Harrell raises three assignments of error on appeal. In her first and third assignments of error, which we address together, Harrell argues that the trial court erred in finding that CMHA did not prevent her from making curative payments before her lease terminated. In Harrell’s second assignment of error, she argues that the trial court erred in granting an eviction when CMHA did not comply with federal good cause and grievance requirements. For reasons explained below, we overrule Harrell’s assignments of error and affirm the trial court’s judgment.

Harrell’s first and third assignments of error challenge the trial court’s finding that CMHA did not prevent Harrell from making a curative payment to avoid eviction. We review the trial court’s factual findings under a manifest weight standard of review. *Toelke v. Williams*, 2025-Ohio-5032, ¶ 10 (1st Dist.), citing *Qiming He v. Half Price Heating & Air*, 2021-Ohio-1599, ¶ 6 (1st Dist.). Under this standard, a trial court’s findings will be upheld if they are “supported by competent, credible evidence.” *Downtime Rebuild, LLC v. Trinity Logistics, Inc.*, 2019-Ohio-1869, ¶ 12 (1st Dist.), citing *Eastley v. Volkman*, 2012-Ohio-2179, ¶ 12, 17. “In weighing the evidence, the court of appeals must always be mindful of the presumption in favor of the finder of fact.” *Eastley*, 2012-Ohio-2179 at ¶ 21.

In support of her assignments of error, Harrell argues that CMHA “blocked all payment access before and at the time of notice and refused rent tendered on the same day [she] received the three-day notice.”¹ The evidence presented at trial does not support this assertion. In that regard, CMHA’s property manager testified that she served Harrell with a 30-day lease termination and emergency rental assistance notice on May 23, 2025, which informed Harrell that her failure to pay the outstanding

¹ Harrell also argued that she had a right to cure pursuant to R.C. 1923.04(A); however, this statute does not create a right to cure.

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balance before June 22, 2025 would result in eviction. Harrell did not present any evidence that she attempted to pay the outstanding balance *before* the June 22 deadline. She offered a video taken on June 23 in which CMHA rejected her attempt to pay the balance and a screenshot from a payment app showing that payment was rejected in July, but both of these alleged attempts occurred *after* the June 22 payment deadline. Thus, the trial court's finding that CMHA did not prevent Harrell from making payments before her eviction date of June 22 is supported by competent, credible evidence and is not against the manifest weight of the evidence. Accordingly, Harrell's first and third assignments of error are overruled.

In her second assignment of error, Harrell argues that CMHA violated federal due process requirements for public housing recipients by terminating her lease without good cause and by refusing to meet with her after she attempted to initiate the grievance process. In support of this argument, Harrell points to 24 C.F.R. 966.4, which addresses lease requirements for public housing authorities. Subsection (1)(2) of that regulation allows lease termination for "serious or repeated violation of material terms of the lease" such as the "failure to make payments due under the lease." At trial, the property manager testified that CMHA sought eviction for Harrell's failure to pay rent, with \$1,986 owed as of May 23, 2025. A rent ledger was entered into evidence which showed that Harrell had only made three payments since June 1, 2024. Given this evidence, the trial court did not err in finding that Harrell failed to make payments due under the lease.

Harrell next argues that she was deprived of her federally-mandated grievance review. This argument is without merit. 24 C.F.R. 966.4(8)(iii) requires landlords to inform tenants of their right to request a grievance hearing. CMHA gave Harrell a 30-day notice which informed her that she could request a formal grievance hearing by

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submitting a request *in writing*. Harrell offered no proof that she submitted a written request triggering her right to a grievance hearing. Accordingly, we overrule Harrell's second assignment of error.

Because the record contains competent, credible evidence that CMHA did not prevent Harrell from making payments before her eviction date, that CMHA had cause to terminate Harrell's lease, and that it complied with federal grievance requirements, we overrule Harrell's assignments of error and affirm the judgment of the Hamilton County Municipal 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 BOCK, JJ., concur.

To the clerk:

Enter upon the journal of the court on 5/29/2026 per order of the court.

By:  _____
Administrative Judge