IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION II

BRIAN SMITH,

Plaintiff/Appellee,

vs.

MATT FARNSWORTH and
ELIZABETH FARNSWORTH,

Defendants/Appellants.

Case No. 118,482

APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE GEARY WALKE, TRIAL JUDGE

AFFIRMED

Brian Smith
Edmond, Oklahoma — *Pro se*

Matt Farnsworth
Elizabeth Farnsworth
St. Joseph, Missouri — *Pro se*

OPINION BY GREGORY C. BLACKWELL, JUDGE:

The appellants, Matt and Elizabeth Farnsworth, appeal a small claims judgment against them in the amount of $10,000 for damages to a residential property they leased from the appellee, Brian Smith. On review, we affirm, largely

due to the lack of any record that would facilitate appellate scrutiny of the court's calculation of damages.[1]

BACKGROUND

This case arises from a small claims action in which the appellee, a landlord, alleged the appellants, his prior tenants, left the landlord's rental house damaged at the end of their lease term. The landlord sued under Oklahoma's small claims procedure, seeking a $10,000 judgment. The tenants had moved out-of-state and did not attend the hearing, but sent an extensive written submission to the court denying any damage, or, alternatively, that the amount of damages the landlord claimed was excessive. Whether the court considered this submission is unclear from the record, but it ultimately awarded the landlord a $10,000 judgment. The tenants appeal, claiming that the trial court lacked jurisdiction and that the evidence presented was insufficient to support the $10,000 award.

STANDARD OF REVIEW

In reviewing a judgment from a non-jury trial in a small-claims action, as in any other legal action, we will not disturb the trial court's findings if there is any competent evidence to support them. *Soldan v. Stone Video,* 1999 OK 66, ¶ 6, 988 P.2d 1268. Further, "the sufficiency of the evidence to sustain a judgment in an action of legal cognizance is determined by an appellate court in light

---

[1] On January 19, 2021, the appellee filed a brief in response to the appellants' reply brief. Our appellate rules do not contemplate the filing of such a brief. Okla. Sup. Ct. R. 1.10(a)(1). As such, we did not consider the offending brief in formulating this opinion.

of the evidence tending to support it, together with every reasonable inference deducible therefrom, rejecting all evidence adduced by the adverse party which conflicts with it." *Florafax Int'l, Inc. v. GTE Market Research, Inc.*, 1997 OK 7, ¶ 3, 933 P.2d 282.

As to the question of subject matter jurisdiction, "[w]hen there are no contested jurisdictional facts the question of subject matter jurisdiction is purely one of law which we review *de novo*." *Reeds v. Walker*, 2006 OK 43, ¶ 10, 157 P.3d 100 (footnote omitted). The tenants point to no such contested jurisdictional facts.

ANALYSIS

We address the tenants' jurisdictional claim first. The tenants argue that because the landlord both retained the tenants' $1,400 security deposit (which was intended to cover damages) and requested a judgment of $10,000 for damages, the trial court was without subject matter jurisdiction because the landlord was attempting to recover an amount in damages greater than the $10,000 jurisdictional limit of small claims court.

The tenants' view of the jurisdictional limit of small claims court is erroneous. As to the landlord's claim, the statute in question requires only that "the amount sought to be recovered, exclusive of attorney fees and other court costs, does not exceed Ten Thousand Dollars ...." 12 O.S. § 1751. Here, the landlord sought and received a judgment from the trial court for exactly $10,000. Though the landlord may have noted in his affidavit initiating the action that he had

already obtained some amount from the tenants as damages,[2] the amount received outside the judicial process has no bearing on the jurisdictional limit. Section 1751 prevents a party from seeking to recover a judgment more than $10,000 through the small-claims process. The landlord's judgment was not for more than $10,000. The trial court, therefore, had jurisdiction to hear the landlord's claim.

Additionally, although the tenants were free to challenge the landlord's right to retain the security deposit, or argue that it should be offset against his recovery, this would have constituted a counterclaim or claim of setoff pursuant to 12 O.S. § 1758. While it is possible, therefore, that the *total* amount in controversy was $11,400, the small claims jurisdictional limit requires only that a claimant seek less than $10,000 and that no counterclaim exceed $10,000. *See* 12 O.S. § 1759 ("if counterclaim is in excess of Ten Thousand Dollars ($10,000.00), the action shall be transferred to another docket of the district court"). For these reasons, we find that the matter was within the trial court's jurisdictional limitations.

As to the amount of damages proved at trial, the briefing reveals that the parties' views are diametrically opposed. In short, the landlord argues that the tenants vacated the property in a badly damaged condition, such that he could not rent it immediately and that he had to call in professional contractors, on

[2] We note here that the small claims affidavit does not appear in the record on appeal. For purposes of this argument, we take as true the tenants' statement, offered in their brief, that the landlord had retained the full $1,400 security deposit as damages.

short notice and therefore high cost, to refurbish the property. This process apparently included replacing irreversibly damaged carpet, repainting the entire interior of the property, replacing and staining the interior doors of the property, replacing malfunctioning plumbing, and general clean-up.

The tenants argue that the vast majority of this work was either not necessary at all or necessitated by either normal wear and tear or the landlord's own neglect of the property. They allege that the landlord took advantage of the fact that they had moved out-of-state and refurbished and upgraded his property at their expense under the guise of repairing damage.

The tenants' arguments may very well be valid, but they are arguments that needed to be made to the trial court, not to this Court. The tenants failed to appear at trial, did not ensure that a stenographic recording of the relevant hearing was made,[3] or provide a narrative statement on appeal in lieu of such a transcript, as permitted by Supreme Court Rule 1.30. As noted above, when reviewing a judgment for the sufficiency of the evidence supporting it, we must view the evidence in the light most favorable to the landlord and ignore that evidence that tends support the tenants' argument. *Florafax*, 1997 OK 7, at ¶ 3. But we have no way to know on this record what facts, evidence, or arguments the judge

[3] The record does contain a transcript of the proceedings on the tenants' amended motion to reconsider; however, that transcript is of no assistance to this court in reviewing the tenants' claim that the evidence presented to the trial court in the first instance was insufficient to support the judgment. The entirety of the transcript is as follows: "COURT: Okay. Good morning. I have read the defendant's Amended Motion to Reconsider, and the same is denied. Thank you."

considered in deciding that a judgment of $10,000 was appropriate.[4] Meaningful review of the amount of the award is therefore not possible. It is entirely incumbent upon the appellant to produce a record demonstrating the trial court's error. *Davidson v. Gregory*, 1989 OK 87, ¶ 8, 780 P.2d 679. The tenants have failed to produce such a record, and their claim that the evidence presented to the trial court was insufficient to support the judgment must therefore fail.

AFFIRMED.

WISEMAN, P.J., and BARNES, J., concur.

November 9, 2021

[4] Considering just those exhibits that are in the record, it is not difficult to see how the trial court might have arrived at $10,000 in damages. In one email sent to the tenants, the landlord attached invoices from contractors and supply companies totaling $10,317.71. The landlord noted that this figure was just "costs up to this point" and did not include "work needed to fix the yard and bushes," or "the opportunity cost for the time it has taken to repair the home."