

*Note: Decisions of a three-justice panel are not to be considered as precedent before any tribunal.*

**ENTRY ORDER**

SUPREME COURT DOCKET NO. 2002-396

MAY TERM, 2003

	}	APPEALED FROM:
	}	
Fidelity Mortgage Group, Inc.	}	Windham Superior Court
	}	
v.	}	DOCKET No. 352-8-01 Wmcv
	}	
Joseph Mulvey	}	Trial Judge: Karen R. Carroll
	}	
	}	

In the above-entitled cause, the Clerk will enter:

Tenant appeals pro se from an order granting landlord' s complaint for ejection from landlord' s mobile home park. Landlord cross appeals claiming that the court erred by finding that landlord breached its duty to maintain the mobile home park in a safe and habitable condition. We affirm.

Landlord obtained the mobile home park through a foreclosure action in 1998. In November 2000, tenant purchased a trailer from a former park resident for \$1.00. Landlord informed tenant that he was required to sign a lease to remain in the park, and the monthly rental for his trailer space would be \$250.00. Tenant agreed to pay the \$250.00 monthly rent, but refused to sign a lease.

In July 2001, landlord notified tenant in writing that he was in default of the rental agreement and that landlord may commence an eviction proceeding. The next month, landlord filed the present action for ejection in Windham Superior Court. Landlord' s complaint alleged that tenant' s rental payments were delinquent. Landlord also claimed that tenant had been disturbing the peace and quiet in the park, had threatened landlord' s agent and workers hired to perform repairs in the park, and had refused to sign a rental agreement for the trailer space tenant was using. Tenant answered the complaint, claiming that landlord did not keep the premises up to legal standards despite complaints to landlord and town officials.

The court took evidence on the matter and issued a final order on August 22, 2002. In its order, the court granted landlord' s request for possession, but denied its claim for back rent because the court found the premises uninhabitable. The court also found that landlord had been given a reasonable amount of time to make the repairs necessary to render the park suitable for living. Tenant timely appealed, and landlord cross appealed.

We cannot address the merits of tenant' s appeal because we are unable to discern from his brief what his appellate claims are. Our rules require the party claiming error in the trial court below to present a statement of the issues and an argument with clarity. V.R.A.P. 28(a); see In re S.B.L., 150 Vt. 294, 297 (1988) (party claiming error must show how court erred and why). Briefs that do not set forth clear and cogent arguments are inadequate to aid our review, and we do not entertain arguments that are not adequately briefed. In re S.B.L., 150 Vt. at 297; Quazzo v. Quazzo, 136 Vt. 107, 111 (1978). Moreover, to the extent tenant claims the court' s findings below are clearly erroneous, he has waived that claim by failing to provide us with a transcript of the proceeding below as our rules require. V.R.A.P. 10(b)(2). For those reasons, we cannot, and do not, address the assertions in tenant' s brief.

Landlord claims the court erred by denying its claim for unpaid rent because tenant failed to properly plead his claim

that the trailer park was uninhabitable. Like tenant' s claims, we are unable to render an opinion on landlord' s argument because landlord has not given us a record from which we can determine if the court below erred. The party claiming error must explain how the party preserved the argument for appeal. V.R.A.P. 28(a)(4). Landlord' s brief fails to state whether landlord raised this issue below, and if it did, how the court disposed of the argument. Moreover, like tenant, landlord failed to order and file a transcript of the proceedings. Thus, we cannot ascertain whether landlord' s argument on its right to unpaid rent is properly before us. Because landlord has failed to provide an adequate record for our review, we decline to reach landlord's cross appeal. See In re S.B.L., 150 Vt. at 297 (Court will not " comb record the searching for error" ).

Affirmed.

BY THE COURT:

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Denise R. Johnson, Associate Justice

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Marilyn S. Skoglund, Associate Justice

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Frederic W. Allen, Chief Justice (Ret.)

Specially Assigned