


IN THE SUPREME COURT OF THE STATE OF NEVADA

JR BRYANT, A/K/A HOMER BRYANT,
Appellant,
vs.
KAREN CARTIER,
Respondent.

No. 48200

FILED

MAY 09 2008

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER AFFIRMING IN PART, REVERSING IN PART,
AND REMANDING

This is a proper person appeal from a district court judgment in a real property contract dispute. Eighth Judicial District Court, Clark County; David Wall, Judge.

This appeal stems from proper person appellant JR Bryant's unsuccessful attempt to purchase a home from respondent Karen Cartier under a residential lease with option to purchase agreement and an addendum entered into by the parties in August 2000. In March 2003, Bryant attempted to exercise the option to purchase the property, but Cartier refused to sell it to him because Bryant had never qualified for a loan and funds were never deposited into escrow. Bryant later attempted to sell the property to a third party, but Cartier refused to agree to the transaction, because Bryant had been delinquent in his lease payments and had failed to complete his earlier attempt to exercise the option.

On March 3, 2004, Cartier served Bryant with a notice to pay \$4800 in past due rent on or before March 10, 2004, or face eviction. The next day, Bryant filed a district court complaint for breach of contract and a notice of lis pendens. Cartier filed an answer and counterclaims for

breach of contract, breach of the implied covenant of good faith and fair dealing, unlawful detainer, and unjust enrichment.

Following a bench trial, the district court entered a judgment in favor of Cartier on Bryant's claims and Cartier's counterclaims. The district court found that the parties' contract consisted of separate lease and purchase option agreements and that the latter had a condition precedent that Bryant not be in "substantial default" to be able to exercise the option. The court further found that Bryant acknowledged being late on some monthly payments, provided no evidence that payments were timely made, and did not refute evidence that he failed to make any payments from December 2003 through May 2005, and had been served with eviction notices at least twice before he attempted to exercise the option. Moreover, the district court found that Bryant provided no proof of funding or loan approval so as to be able to close the transaction either in October 2003 or at the time of the court's hearing. The court further concluded that Bryant was a holdover tenant.

The court awarded Cartier \$25,800 in back rents on her counterclaims, offset by \$7500¹ and the earnest money deposit of \$5000, for a balance due of \$13,300. The court also ordered Bryant to pay Cartier \$2050 by August 11, 2006, in order to remain in possession of the premises until September 22, 2006. Finally, title was quieted in Cartier's name. This appeal followed.

¹The order did not explain what the \$7500 offset was for, but it appears to be for property taxes paid by Bryant, as the district court found earlier, that Bryant had paid \$7229.37 in property taxes.

On appeal, Bryant challenges the district court's conclusion that he was merely a holdover tenant with no equitable interest in the property and the amount of his offset for property taxes.

We will not disturb a district court's factual findings on appeal, so long as they are supported by substantial evidence and are not clearly erroneous.² Substantial evidence is that which a reasonable person could accept as adequate to support a conclusion.³ While the district court's conclusions of law are reviewed de novo,⁴ credibility determinations are left to the district court's determination.⁵

Bryant's claimed interest in the property

Our review of the documents before us demonstrates that the district court correctly found that Bryant was in substantial default of the lease. The record demonstrates that Bryant failed to timely pay rent and Bryant acknowledges, in his civil proper person appeal statement, that he intentionally withheld rent payments. Moreover, even if Bryant had not been in substantial default and had the right to exercise his option, he failed to provide any proof that he had obtained a loan for \$199,600, and he did not place any funds into escrow by the October 31, 2003 purchase

²Goodrich & Pennington v. J.R. Woolard, 120 Nev. 777, 782, 101 P.3d 792, 795 (2004).

³Horgan v. Felton, 123 Nev. ___, ___, 170 P.3d 982, 985 (2007).

⁴Bedore v. Familian, 122 Nev. 5, 9-10, 125 P.3d 1168, 1171 (2006).

⁵Sheehan & Sheehan v. Nelson Malley & Co., 121 Nev. 481, 487, 117 P.3d 219, 223 (2005).

option deadline. As Bryant was not ready, willing, and able to close by October 31, the option expired according to its own terms.

Once the purchase option expired, the agreement made clear that Bryant had no legal or equitable rights and Cartier was released from all obligations. The lease also specified that the option deadline could not be extended unless agreed upon in writing by Cartier and that Bryant would be nothing more than a holdover tenant subject to a month-to-month tenancy after the lease expired on September 15, 2003. In the addendum, Bryant specifically acknowledged that he remained a tenant and held no "equitable mortgage" interest in the property until escrow closed and title was transferred to him. Since Bryant failed to provide the funds to close escrow by October 31 and was merely a holdover tenant who never obtained title or any legal or equitable rights to the property, Bryant's argument for equitable relief must be rejected.

Property tax offset

The district court erred, however, in awarding only \$7500 as an offset for property taxes paid by Bryant. Based on the record, it appears that Bryant made a 2005 property tax payment of \$7229.37 and a 2006 property tax payment of \$2803.29. Of the \$10,032.66 combined total, Bryant should have been credited for paying \$9911.56 for property tax payments, tax penalties and interest, and advertising fees.⁶

We conclude that substantial evidence supports the district court's findings and that the court did not err in reaching its conclusions of law, except for its calculation of Bryant's property tax offsets. Accordingly,

⁶The remaining amount of \$121.10 was for a delinquent sewer fee, which was Bryant's responsibility under the lease.

we affirm the district court's judgment in part, reverse in part, and remand for the limited purpose of recalculating the judgment consistent with Bryant's offsets as set forth in this order.⁷

It is so ORDERED.

Maupin, J.
Maupin

Parraguirre, J.
Parraguirre

Douglas, J.
Douglas

cc: Hon. David Wall, District Judge
JR Bryant
Cooper Castle Law Firm
Eighth District Court Clerk

⁷We have considered Bryant's other arguments, including the brevity of the trial, his failure to subpoena a witness, and the time given to review his deposition before trial, and conclude that they are without merit.