



IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NORMA J. NEWCOMB,
Appellant,
vs.
RAYMOND G. NEWCOMB,
Respondent.

No. 89874-COA

*ORDER AFFIRMING IN PART, REVERSING IN PART AND
REMANDING*

Norma J. Newcomb appeals from a district court post-decree order regarding marital property. Eighth Judicial District Court, Family Division, Clark County; Hon. Nadin Cutter, Judge.

Norma and respondent Raymond G. Newcomb were married in 1993 and divorced by stipulated decree in August 2020. There are no children of the marriage. The decree divided the community and separate property of the parties, awarded lump sum alimony to Norma, and directed Raymond to pay for Norma's health insurance for a period of two years.

Pursuant to the relevant terms of the stipulated decree, the district court determined that the parties' marital residence, located in Henderson, Nevada, was community property. The district court also awarded Norma \$35,000 in lump sum alimony at the time of execution of the decree, and an additional \$15,000 "off the top" of the proceeds of the home upon the sale of the marital residence. The remainder of the net proceeds from the sale of the marital residence would be divided 50/50 upon close of escrow.

The stipulated decree also included an "exclusive possession" provision, which provided that:

Norma agrees that upon payment by Raymond of the \$35,000.00 at the time of execution of this Decree, she shall vacate the La Mirada residence, and he shall thereafter have exclusive possession. Raymond will allow Norma a reasonable period of time to remove her possessions and arrange for relocation, which the Parties have agreed shall be August 7, 2020. Raymond shall use best efforts and cooperate with the listing and showing of the residence. The property shall be listed by Norma to cut down on fees, commissions, and closing costs. Norma shall not be entitled to a commission.

The record reflects that Raymond changed the locks to the marital residence on or around August 19, 2020. Norma contended that this prevented her from accessing the home to prepare it for sale, and that Raymond rebuffed all attempts to prepare the home for sale and did not cooperate with a third-party realtor she selected in an attempt to facilitate the sale of the home. Raymond alleged that Norma moved out-of-state shortly after the divorce and never attempted to comply with the sale provision of the stipulated decree. Ultimately, the parties did not sell the home or seek court intervention to facilitate the sale until 2023.

In May 2023, Raymond moved for an order to show cause, alleging that Norma violated the terms of the stipulated decree by refusing to act as the realtor of the marital residence and list the property for sale.¹ Raymond argued that this three-year delay caused him to incur additional costs in the form of approximately \$19,000 in mortgage principal payments. Accordingly, Raymond argued that this amount should be offset from

¹The motion also included several other claims for relief that are not relevant to this appeal.

Norma's portion of the sale proceeds.² In her opposition and countermotion, Norma argued that Raymond should be held in contempt and be made responsible for all mortgage principal payments as he was in exclusive possession of the residence and prevented her from accessing the home to list it for sale.

The district court heard the testimony of the parties during a two-day evidentiary hearing, which was held over several months. During this time, the marital residence was sold for approximately \$575,000. At the hearing, Norma testified that she attempted to contact Raymond to sell the home, including through a third-party realtor, but that he refused to cooperate with her. Raymond testified that he did change the locks on the home, but that Norma had moved out of state and made no true attempts to sell the home since the entry of the decree. Raymond further testified that he had been prepared to sell the home since April 2021, and that he later rented out the property from July 2022 to July 2024 at the rate of \$920 per month. Raymond testified that he continued making monthly mortgage payments and ultimately paid approximately \$26,929.37 toward the principal on the mortgage for the marital residence from the time of the divorce to the sale of the home.

Following the evidentiary hearing, the district court entered an order wherein it found that "it was not possible for [Norma] to list the real property for sale[,] that she had been locked out of in August of 2020," and that "it would have been an act of futility and impossibility for" Norma to list the martial residence for sale in this matter. The district court further

²Raymond specified that he was not seeking reimbursement for interest on the mortgage or other payments associated with the marital residence.

found that the parties would share the seller's agent fees for the sale and observed that "the community actually benefited from the delayed sale by approximately \$180,000.00 between the time of the filing of the [d]ecree" and the sale of the marital residence. Nevertheless, the district court ordered, without explanation or citation to legal authority, that "as to the principal pay down of \$26,929.37 [of the mortgage], said amount shall be deducted from [Norma's] share of the proceeds for benefit of [Raymond]." Norma now appeals.³

On appeal, Norma argues, among other things, that the district court abused its discretion when it deducted the \$26,929.37 from her community property share of the proceeds from the sale of the marital residence. In doing so, she asserts that the district court's order lacks adequate findings and legal conclusions to facilitate appellate review.⁴ We agree.

³The district court's order also included several other determinations that are not challenged on appeal. Accordingly, any challenge to the same has been forfeited, and we affirm the order of the district court as to those issues. *Palmieri v. Clark County*, 131 Nev. 1028, 1033 n.2, 367 P.3d 442, 446 n.2 (Ct. App. 2015) (stating that issues that are not raised on appeal are deemed forfeited).

⁴Raymond argues that by making Norma solely responsible for the mortgage principal payments, the district court properly reimbursed him for his separate property contributions to the marital residence, citing to NRS 125.150(2), which states that "[i]f a party has made a contribution of separate property to the acquisition or improvement of property held in joint tenancy, the court may provide for the reimbursement of that party for his or her contribution." However, this was not argued below, and the marital residence is neither Raymond's separate property nor held in joint tenancy. Indeed, the stipulated decree itself classifies the marital residence as community property, and (without evidence to the contrary) the community estate would change from community property to tenants in

This court reviews the district court’s division of property for an abuse of discretion. *Schwartz v. Schwartz*, 126 Nev. 87, 90, 225 P.3d 1273, 1275 (2010). However, “deference is not owed to legal error, or to findings so conclusory they may mask legal error.” *Davis v. Ewalefo*, 131 Nev. 445, 450, 352 P.3d 1139, 1142 (2015) (citations omitted). “The district court must have reached its conclusions for the appropriate reasons, and if there are no facts explaining how the district court reached its conclusions, this court cannot determine whether those conclusions were made for appropriate reasons.” *Eivazi v. Eivazi*, 139 Nev. 408, 411-12, 537 P.3d 476, 482 (Ct. App. 2023) (internal citations and quotations omitted).

As relevant to this appeal, the district court’s order contained findings of fact related to the futility/impossibility of Norma’s completion of her contractual obligation to list the marital residence for sale. The district court found that because of the continuing communication problems between the parties, and because Norma had been locked out of the home, she could not list the marital residence for sale. In light of this, the district court found the parties would share in the seller’s agent fees and noted that the delayed sale benefited the community to the extent that the value of the home increased by approximately \$180,000.

However, the order contains no findings of fact related to the mortgage principal payments, or an explanation of the legal bases for which the district court found Norma to be responsible for the entire \$26,929.37 payment. We find this especially concerning as the original basis for

common upon entry of the decree. *See, e.g., Adams v. Adams*, 85 Nev. 50, 52, 450 P.2d 146, 147 (1969); *see also* NRS 111.060 (“Every interest in real property granted or devised to two or more persons . . . shall be a tenancy in common, unless expressly declared in the grant or devise to be a joint tenancy.”).

Raymond's request for repayment was Norma's alleged deliberate delay in selling the property, which the district court found to be an impossibility due to Raymond's actions and the communication issues between the parties. Under these circumstances, we conclude that the district court's order lacks sufficient findings for this court to properly evaluate Norma's claims for legal error and must conclude that the district court abused its discretion in requiring Norma to pay the full mortgage principal payments out of her community property share. *See Davis*, 131 Nev. at 450, 352 P.3d at 1142; *Eivazi*, 139 Nev. at 411-12, 537 P.3d at 482.

Thus, we reverse the order of the district court as to the mortgage principal payments but affirm all other aspects of the challenged order. On remand, we direct the district court to provide the legal basis and analysis for its ultimate ruling on the mortgage principal payments. *See Davis*, 131 Nev. at 454, 352 P.3d at 1145 (reversing a district court order as "none of the district court's oral or written observations explain *why* the district court ruled as it did").

Accordingly, we

ORDER the judgment of the district court AFFIRMED IN PART AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.⁵

A handwritten signature in blue ink, consisting of a stylized capital letter 'B' followed by a horizontal line.

Bulla, C.J.

⁵Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.



Gibbons, J.



Westbrook, J.

cc: Hon. Nadin Cutter, District Judge, Family Division
Roberts Stoffel Family Law Group
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Eighth District Court Clerk