

STATE OF MICHIGAN
COURT OF APPEALS

SHALBHADRA BAFNA, M.D.,

Plaintiff-Appellant,

v

BRYNMAWR CONDOMINIUM ASSOCIATION
and KRAMER TRIAD MANAGEMENT
GROUP, L.L.C.,

Defendants-Appellees.

UNPUBLISHED

June 5, 2014

No. 314413

Oakland Circuit Court

LC No. 2012-128515-CZ

Before: MURRAY, P.J., and JANSEN and SHAPIRO, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's order granting summary disposition, under MCR 2.116(C)(8) and (C)(10), in favor of defendants, Brynmawr Condominium Association ("BCA") and Kramer Triad Management Group, L.L.C. ("KTMG"), in this action under the Michigan Condominium Act, MCL 559.101 *et seq.* We affirm.

"This Court reviews de novo a trial court's ruling on a motion for summary disposition." *Anzaldua v Neogen Corp*, 292 Mich App 626, 629; 808 NW2d 804 (2011). A motion for summary disposition under MCR 2.116(C)(8) "tests the legal sufficiency of the claim on the pleadings alone to determine whether the plaintiff has stated a claim on which relief may be granted. The motion must be granted if no factual development could justify the plaintiffs' claim for relief." *Spiek v Dep't of Trans*, 456 Mich 331, 337; 572 NW2d 201 (1998). "All well-pleaded factual allegations are accepted as true and construed in a light most favorable to the nonmovant." *Adair v State*, 470 Mich 105, 119; 680 NW2d 386 (2004).

"The administration of a condominium project shall be governed by bylaws recorded as part of the master deed, or as provided in the master deed." MCL 559.153. "A co-owner may maintain an action against the association of co-owners and its officers and directors to compel these persons to enforce the terms and provisions of the condominium documents." MCL 559.207; *Newport West Condominium Ass'n v Veniar*, 134 Mich App 1, 13; 350 NW2d 818 (1984). "A person or association of co-owners adversely affected by a violation of or failure to comply with [the Michigan Condominium Act, MCL 559.101 *et seq.*], rules promulgated under this act, or any provision of an agreement or a master deed may bring an action for relief in a court of competent jurisdiction." MCL 559.215.

Plaintiff first argues that the order granting defendants' motion for summary disposition, while granting plaintiff the ability to "review [defendant BCA's] books," failed to specify the location for plaintiff's inspection of the records, which plaintiff asserts should be "the club house," and failed to protect plaintiff's continual right to do so "in the future." Neither of these proposed provisions was required to be included in the order. Co-owners have the right, under both statute¹ and association bylaws,² to inspect defendant BCA's records. Plaintiff has offered no evidence that defendants proposed an inconvenient inspection location, or that he even attempted to exercise his right to inspect any books or records, and, therefore, has not stated any claim for relief. MCR 2.116(C)(8); *Bailey v Schaaf*, 494 Mich 595, 603; 835 NW2d 413 (2013) ("The motion must be granted if no factual development could justify the plaintiff's claim for relief."). Plaintiff's argument that the order should have stated that his right to inspect defendants' records continued "for all time" is not ripe for review because there is no indication that defendant BCA has violated any of plaintiff's rights or an order of the trial court. "The doctrine of ripeness is designed to prevent the adjudication of hypothetical or contingent claims before an actual injury has been sustained. A claim is not ripe if it rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all." *City of Huntington Woods v City of Detroit*, 279 Mich App 603, 615-616; 761 NW2d 127 (2008) (internal quotation marks omitted). Because there is no evidence that defendant BCA has refused to comply with the trial court's order, plaintiff has not demonstrated any injury that the trial court could have remedied.

Plaintiff argues that the trial court failed to order defendants to provide him, as requested in his amended complaint, with the designation, duties, and qualifications of board members. Defendants supplied plaintiff with a list of the board of directors, including their names, titles, home addresses, and telephone numbers. Plaintiff does not explain precisely what information he sought from the trial court relative to the "duties" and "qualifications" of board members that is not already in the documents, governing law or already provided by court order. It is also unclear whether plaintiff used the contact information in his possession to obtain the information he seeks directly from defendant BCA. Accordingly, this argument does not state a claim upon which relief can be granted, and summary disposition was properly granted under MCR 2.116(C)(8). See *Bailey*, 494 Mich at 603.

Plaintiff argues that the individual board members do not respond to his communications despite the fact that the trial court ordered defendant BCA to provide "an address and phone number for the board." Plaintiff also appears to argue that defendant KTMG has responded to his inquiries to defendant BCA but is not legally authorized to speak on behalf of defendant BCA. He cites no authority for this assertion. "Argument must be supported by citation to appropriate authority or policy." MCR 7.212(C)(7); *Peterson Novelties, Inc v City of Berkley*,

¹ "The books, records, contracts, and financial statements concerning the administration and operation of the condominium project shall be available for examination by any of the co-owners and their mortgagees at convenient times." MCL 559.157(1).

² "[R]ecords shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours."

259 Mich App 1, 14; 672 NW2d 351 (2003). Moreover, the bylaws attached to plaintiff's amended complaint disposes of the latter claim, as defendant BCA "may employ . . . a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize" Summary disposition of this argument was properly granted. MCR 2.116(C)(8); see *Bailey*, 494 Mich at 603.

Plaintiff also argues that the trial court failed to order defendants to improve the services provided to him, including the correct labeling of his parking space, the resolution of a discrepancy involving the street on which his unit is located, and "various service calls" plaintiff claims were not answered. However, these complaints are not substantiated by detailed factual allegations and are so vaguely described in plaintiff's pleadings and brief on appeal that this Court cannot ascertain whether plaintiff's rights were violated or the exact remedy he seeks. "[T]he mere statement of a pleader's conclusions, unsupported by allegations of fact, will not suffice to state a cause of action." *ETT Ambulance Serv Corp v Rockford Ambulance, Inc*, 204 Mich App 392, 395; 516 NW2d 498 (1994). For example, plaintiff attached to his amended complaint a letter, dated October 31, 2011, that he claims he sent to defendant BCA, stating, among other grievances, that his "[c]ar port [was] not well identified on maps and also in the car port itself." But it is not clear whether or how defendants responded to this letter, whether defendants were required to respond at all (i.e., whether defendants were responsible for maintenance of the parking areas), or what course of action plaintiff thinks defendants should have taken to address his concern. The overarching flaw in plaintiff's argument is that he fails to state any legal authority under which he is entitled to the relief he seeks—relief that his many filings fail to clarify. "When a party merely announces a position and provides no authority to support it, we consider the issue waived." *Nat'l Waterworks, Inc v Int'l Fidelity & Surety, Ltd*, 275 Mich App 256, 265; 739 NW2d 121 (2007).

Plaintiff also asserts that the trial court failed to enjoin defendants from violating the bylaws in the future, and erred in failing to award him \$3,000 for "neglect and such other costs and expenses for which plaintiff is entitled and justified under the law." Future violations were not a proper subject for the trial court to address because defendants are already statutorily prohibited from violating the bylaws, MCL 559.207; *Newport West Condominium Ass'n*, 134 Mich App at 13, and the question of future violations is not ripe for review, *City of Huntington Woods*, 279 Mich App at 615-616.

Further, plaintiff did not establish that he was entitled to damages. The only law plaintiff cites in support of his claim is MCL 559.207 (authorizing actions for violations of bylaws) and MCL 559.215 (authorizing actions for violations of the Michigan Condominium Act, MCL 559.101 *et seq.*), but he has not demonstrated that defendants violated any bylaw or statute. Because plaintiff's amended complaint failed to state a valid claim for relief, MCR 2.116(C)(8), the trial court properly granted summary disposition in favor of defendants.

Affirmed.

/s/ Christopher M. Murray

/s/ Kathleen Jansen

/s/ Douglas B. Shapiro