

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1486

September Term, 2015

LOLA DREW

v.

MIGUEL OCHOA

Krauser, C.J.
Graeff,
Nazarian

JJ.

PER CURIAM

Filed: December 12, 2016

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Miguel Ochoa filed a motion for judgment of possession in the Circuit Court for Howard County following the foreclosure sale of residential property (the “Property”). Ochoa, the purchaser, filed the motion after the Property’s tenant, Lola Drew, appellant, refused to transfer possession of the Property to Ochoa. The court granted the motion and awarded judgment in favor of Ochoa. Drew then filed a motion to vacate the judgment, which was denied.

In this appeal, Drew alleges that the trial court erred in awarding possession of the Property to Ochoa. Drew argues that the trial court based its decision on the erroneous conclusion that no response to Ochoa’s motion had been filed by Drew. Drew also maintains that the court failed to recognize her as a “bona fide” tenant under the federal “Protecting Tenants at Foreclosure Act” (PTFA) and its Maryland counterpart, Maryland Rule 14-102.

We do not reach the merits of Drew’s claim, as the issue is moot. “A case is moot when there is no longer an existing controversy between the parties at the time it is before the court so that the court cannot provide an effective remedy.” *G.E. Capital Mortg. Servs., Inc. v. Edwards*, 144 Md. App. 449, 453 (2002).

The purpose of the statutes on which Drew relies is to prevent *bona fide* tenants from being subject to immediate eviction upon a transfer of ownership following a foreclosure. In such instances, a tenant is entitled to proper notice (90 days) prior to the cancellation of a *bona fide* lease, or to be allowed to remain in the premises until the end of the lease term. *See Curtis v. U.S. Bank Nat. Ass’n*, 427 Md. 526, 539 (2012) (“The

PTFA was designed to permit a tenant to remain in his or her residence for 90 days or the duration of a *bona fide* lease, whichever is longer.”).

Drew’s lease ended in December of 2015, and she no longer resides in the Property. Therefore, there is no effective remedy available to her in this appeal.

**APPEAL DISMISSED.
COSTS TO BE PAID BY
APPELLANT.**