

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 2178

September Term, 2015

SULION, LLC

v.

DEUTSCHE BANK NATIONAL TRUST
COMPANY

Eyler, Deborah S.,
Kehoe,
Shaw Geter,
JJ.

Opinion by Kehoe, J.

Filed: December 15, 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. *See* Md. Rule 1-104.

Sulion, LLC appeals a judgment of the Circuit Court for Anne Arundel County in favor of Deutsche Bank National Trust Company, in its capacity as trustee of a mortgage-backed trust. Sulion raises three issues, which we have reworded and consolidated for our analysis:

I. Did Sulion have standing to pursue its quiet title action when it no longer had an interest in the property that was the subject of the action?

II. Did the trial court abuse its discretion by not granting Sulion permission to amend its complaint to include the owner of the property?

Because the answer to both of these questions is “no,” we will affirm the circuit court’s judgment.

The underlying issue in this case concerns title to a parcel of land identified as 2103 Montevideo Road, Jessup (the “Property”). In 2013, CapitalSource Bank FBO Aeon Financial, LLC (“Aeon”) acquired title to the Property pursuant to a judgment of the circuit court foreclosing the equity of redemption in a tax sale proceeding. At the time the action to foreclose the equity of redemption was filed, the Property was subject to a deed of trust. There is some question as to whether Aeon properly joined as defendants the trustees, or substitute trustees, as the case may be, of the deed of trust. If Aeon erred in this regard, the Property may possibly still be subject to Deutsche Bank’s security interest in the Property. *See Braddock Properties, LLC v. PNC Bank*, 215 Md. App. 315, 337–38 (2015).

In order to resolve this issue, Sulion filed the present quiet title action, which it brought pursuant to Maryland Code Real Property Article (“RP”) § 14-108. Sulion filed

its complaint on August 15, 2014. In its answer, Deutsche Bank asserted that it retained an ownership interest in the property.

On November 21, 2014, Sulion conveyed the Property to a third party, Mary Hampton. For some reason, Sulion did not inform its counsel in this case of the conveyance. Eventually, Deutsche Bank learned of the transfer and filed a motion for summary judgment on the basis that Sulion no longer had standing. At the hearing on Deutsche Bank’s motion, Sulion conceded that it no longer had title to the property but asserted that it had standing because it was potentially liable to Ms. Hampton based upon the warranties contained in the deed of conveyance. Alternatively, Sulion requested permission from the court to file an amended complaint joining Ms. Hampton as a party. Unpersuaded by these contentions, the court granted Deutsche Bank’s motion and entered judgment accordingly.

As to the first issue, the circuit court was certainly correct that Sulion no longer had standing to maintain the action. This is because the remedy of a quiet title action is available only to persons in actual or constructive possession of the property “either under color of title or claim of right by reason of ... adverse possession[.]” RP § 14-108(a).¹

At the time that the court entered summary judgment, Sulion no longer owned the Property and had no right to claim possession by color of title. It cannot, under the clear

¹ Adverse possession is not at issue in this case, so we limit our analysis to the color of title aspect.

terms of the statute, maintain a quiet title action. Sulion's argument that it has standing because it is potentially liable to Ms. Hampton because of the covenants in the deed of conveyance is unpersuasive. As the Court of Appeals for the Fourth Circuit cogently observed, in Maryland:

a quiet title action, which resolves disputes over title, is not the proper vehicle to resolve issues of subrogation or assignment of liability. . . . Simply put, [non-owners] are not entitled to the benefits of a quiet title action because they are not authorized by statute to resolve clouds on a legal title which they do not own.

Anand v. Ocwen Loan Servicing, LLC, 754 F.3d 195, 200 (4th Cir. 2014).

Turning to Sulion's second issue, we find no error in the court's refusal to permit Sulion to amend its complaint. Generally, courts are to liberally grant leave to amend complaints. However, that principle does not extend to the present circumstance in which Sulion sought to avoid summary judgment by bringing in a party who did not appear to have any awareness of the quiet title action. It was unclear at oral argument whether Sulion had informed Ms. Hampton of the pending action and if so, whether she had expressed any interest in joining as a party. Sulion's apparent failure to address this issue prior to the circuit court hearing weighs heavily against it on this issue. Moreover, denying Sulion an opportunity to amend the complaint worked no prejudice upon it. As Deutsche Bank notes in its brief, joining Ms. Hampton to the action would not breathe life into Sulion's claim of standing because Sulion had no legal interest in the Property.

**THE JUDGMENT OF THE CIRCUIT
COURT FOR ANNE ARUNDEL COUNTY
IS AFFIRMED. APPELLANT TO PAY
COSTS.**