Circuit Court for Prince George's County
Case No.: C-16-CV-23-002405

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 755

September Term, 2024

OSCAR GALEANO FLORES, ET AL.

v.

CESAR FRANCISCO PAREDES

Arthur,
Kehoe, S.,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zarnoch, J.

Filed: October 22, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

After a jury trial in the Circuit Court for Prince George's County, the court entered judgment in favor of appellants, Oscar Galeano Flores and Minerva Ramos Hernandez, against their former landlord, Cesar Francisco Paredes, appellee. Appellants noted the instant appeal, where they ask us two questions:

> 1. Did the trial judge err when she ruled in favor of the defense on [appellants'] negligence claims instead of sending the issue to the jury?
>
> 2. Did the trial judge err when she refused to instruct the jury on illegal contracts and [appellants'] right to recover rent paid for lease of an unlicensed dwelling?

For the reasons we shall discuss, we answer both questions in the negative, and we shall affirm the judgment of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

The instant matter arises from a fifteen-year landlord-tenant relationship between the parties. In 2008, appellants, who are husband and wife, moved into the first floor of appellee's single-family home in Prince George's County with their two children, nephew, and nephew's child.[1] Throughout their tenancy, appellants occupied three bedrooms, a bathroom, a living room, and "one and a half kitchen[s]" on the first floor. Appellee rented out the rest of the home, including rooms upstairs, downstairs, and one additional bedroom on the first floor, to several additional tenants.

At first, appellants thought the house was "pretty[,]" well painted, and in a nice location. Over the years, however, the house began to deteriorate. Appellants noticed

[1] Appellants' nephew and nephew's child eventually moved out and appellants welcomed three additional children during the tenancy.

"black stuff" in their rooms. They noticed the ceiling starting to fall. The front door stopped closing properly and the kitchen cupboard started falling apart. The refrigerator and stove broke repeatedly. Appellants testified that appellee either failed to or was slow to make requested repairs, or that appellants made the repairs themselves.

The parties signed rental contracts in 2021 and 2022. When appellants moved into the home in 2008, rent was $1,250 per month. In 2021, the rent increased to $1,350, and in 2022, it increased to $1,400 per month. In December of 2022, frustrated by the condition of the home and appellee's failure to make repairs, appellants stopped paying rent and filed a rent escrow case against appellee. In January of 2023, appellee gave appellants an eviction notice. In April of 2023, appellants vacated the property.

The following month, appellants filed a four-count complaint against appellee, asserting two claims of negligence per se, one claim of breach of contract, and one claim of intentional infliction of emotional distress. Specifically, appellants contended that appellee was liable for negligence per se for failing to obtain a rental license and for failing to expressly warrant habitability as required by §§ 13-181 and 13-153 of the Prince George's County Code of Ordinances. Further, appellants asserted that appellee was liable for breach of contract for failing to keep the property in "a safe, clean, and tenable condition."

Trial took place on April 2-4, 2024. Appellants called Kevin Miller, an inspector at the Prince George's County Department of Permitting, Inspections and Enforcement, as a witness. Mr. Miller testified that he visits properties after they apply for a rental license. He testified that he first visited the property in March or April of 2023, and that, while it

did "not have a rental license at that time[,]" he could not recall whether the property had previously been licensed as a rental property.

At the conclusion of appellants' case, appellee moved for judgment. The court granted appellee's motion for judgment as to appellants' negligence per se and intentional infliction of emotional distress claims. Specifically, as to appellants' negligence per se claim, the court noted a lack of damages in the evidence:

> In the circumstances, I can't let the negligence claim or claims go to the [j]ury when I have no -- there are so many missing ingredients. I can fashion a duty out of the statutory responsibility in the evidence that I've heard. I can't -- I could fashion a breach looking at pictures from 2022, 2023, but I can't contrive damages that are other than contractually based damages in a breach of contract action.

Additionally, the court noted the three-year statute of limitations and accordingly, restricted the sole remaining issue for the jury's consideration – appellants' breach of contract claim – to three years before the filing of appellants' complaint.

Prior to jury deliberations, appellants requested that the court issue an illegal contract jury instruction under Maryland Civil Pattern Jury Instructions, MPJI-Cv 9:16. Specifically, they asserted that "[b]ecause of the County ordinance that says a landlord must -- or a person must obtain a license before operating rental property that is a single-family or multifamily dwelling, Plaintiff believes that that could be evidence -- or the lack of such a license -- could be evidence that the contract itself is illegal[.]" In response, appellee asserted, in part, that "[t]here is no evidence whatsoever from 2008 through 2022 whether the property was licensed or not" and that the only evidence relating to whether the property was licensed was "a singular statement by Kevin Miller that said he wouldn't

have gone to the property in April of 2023 if it was licensed at that time." Ultimately, the court denied appellants' request, concluding that "[w]e don't have any evidence as to the illegality of the lease agreement, so we're not going to go there in a jury instruction."

After deliberations, the jury returned a verdict in favor of appellants and awarded them $21,960 in damages. Appellants noted the instant appeal.

DISCUSSION

I. The court did not err in granting appellee's motion for judgment as to appellants' negligence claims.

A. Parties' Contentions

Appellants assert that the court erred in granting appellee's motion for judgment because "[appellee] breached the duty to obtain a rental license, as well as the duty to expressly warrant habitability and maintain the property at all times." (Footnote omitted.) Accordingly, appellants assert that "[w]hether the value of the old and deteriorating rental property was equal to the increased rent and utilities and repair costs [appellants'] incurred was [a] question of compensatory damages the jury should have decided." Appellee responds that the trial court correctly granted the motion for judgment because "[a]ppellants did not present any evidence of damages that were proximately caused by [a]ppellee's purported breach of duty."

B. Standard of Review

"We review a trial court's decision to grant or deny a motion for judgment applying the *de novo* standard of review." *Wallace & Gale Asbestos Settlement Tr. v. Busch*, 238 Md. App. 695, 705 (2018), *aff'd*, 464 Md. 474 (2019). Specifically, "[w]here the defendant,

in a jury trial for negligence, argues that plaintiffs' evidence is insufficient to create a triable issue, the court determines whether an inference of negligence is permissible; that is, whether the evidence demonstrates that it is more probable than not that the defendant was negligent." *District of Columbia v. Singleton*, 425 Md. 398, 407 (2012). If, viewing the evidence most favorable to the non-moving party, "a reasonable finder of fact could find the essential elements of the cause of action by a preponderance standard, the issue is for the jury to decide, and a motion for judgment should not be granted." *DeMuth v. Strong*, 205 Md. App. 521, 547 (2012). Accordingly, we may only affirm a grant of a motion for judgment if "'there was insufficient evidence to create a jury question'" on the issue. *Spengler v. Sears, Roebuck & Co.*, 163 Md. App. 220, 235 (2005) (quoting *Wilbur v. Suter*, 126 Md. App. 518, 528 (1999)).

C. Analysis

To succeed on a negligence claim,

> a plaintiff must prove four well-established elements: "(1) that the defendant was under a duty to protect the plaintiff from injury, (2) that the defendant breached that duty, (3) that the plaintiff suffered actual injury or loss, and (4) that the loss or injury proximately resulted from the defendant's breach of the duty."

Washington Metro. Area Transit Auth. v. Seymour, 387 Md. 217, 223 (2005) (cleaned up) (quoting *BG&E v. Lane*, 338 Md. 34, 43 (1995)). "To be a proximate cause for an injury, 'the negligence must be 1) a cause in fact, and 2) a legally cognizable cause.'" *Pittway Corp. v. Collins*, 409 Md. 218, 243 (2009) (quoting *Hartford Ins. Co. v. Manor Inn*, 335 Md. 135, 156-57 (1994)). In other words, a causation analysis includes an "examination of

causation-in-fact to determine who or what caused an action" and a "legal analysis to determine who should pay for the harmful consequences of such an action." *Id.* at 244.

While violation of a statute or ordinance is evidence of negligence, it does not, however, "constitute negligence *per se*, unless a statute expressly makes it so." *Absolon v. Dollahite*, 376 Md. 547, 557 (2003). Instead, "in order to premise civil liability on a violation of a statute, a party need show '(a) the violation of a statute or ordinance designed to protect a specific class of persons which includes the plaintiff, and (b) that the violation proximately caused the injury complained of.'" *Blackburn Ltd. P'ship v. Paul*, 438 Md. 100, 116-17 (2014) (cleaned up) (quoting *Warr v. JMGM Grp., LLC*, 433 Md. 170, 198 (2013)).

Here, appellants introduced evidence that appellee had a duty to obtain a rental license and to warrant habitability, and that by failing to obtain the license and maintain the condition of the home, that appellee breached that duty. However, there is no evidence in the record that appellee's violation of the ordinances proximately caused injury to appellants. Instead, appellants assert that, "[a]lthough there might not have been physical injury to satisfy a claim under premises liability theory, a simple negligence claim was still available to [appellants]." Although appellants are correct, they nonetheless fail to acknowledge that even a simple negligence claim requires evidence not only of duty and breach, but actual loss or injury and proximate cause – two elements patently missing in the record before us. *Washington Metro.*, 387 Md. at 223.

Appellants contend that "increased rent and utilities and repair costs" constituted actual loss supporting their negligence claims. As an initial matter, appellants point to no

evidence supporting damages in the form of "repair costs[,]" and testimony by appellant Flores indicates that painting and cleaning up dust was the extent of the repairs made by appellants during the tenancy. Furthermore, assuming, *arguendo*, that appellants' rent and utility payments constituted actual loss for purposes of a negligence claim, they cite no legal or factual support for the proposition that those payments "proximately resulted from [appellee's] breach of the duty." *Id.* (cleaned up). Nor can we say that appellants' payment of rent and utilities, due under their lease with appellee, was somehow proximately caused by appellee's alleged failure to obtain a rental license or to warrant habitability. In other words, and as the circuit court concluded, evidence of appellants' rent and utility payments did not amount to damages "other than contractually based damages in a breach of contract action."

Instead, appellants broadly contend that they "alleged and provided evidence on [appellee's] negligence in order to permit the jury to decide whether there was liability." They do not, however, cite to any evidence in support of their contention, and we "cannot be expected to delve through the record to unearth factual support favorable to [the] appellant." *Rollins v. Cap. Plaza Assocs., L.P.*, 181 Md. App. 188, 201 (2008) (quotation marks and citation omitted). Accordingly, because there was insufficient evidence to create a jury question on appellants' negligence claims, we shall affirm the grant of appellee's motion for judgment. *Spengler*, 163 Md. App. at 235.

II. The court did not abuse its discretion in denying appellants' requested jury instruction.

A. Parties' Contentions

Appellants assert that the Maryland Civil Jury Pattern Instructions "suggest[] a trial jury may be given instructions regarding illegal contracts when the facts show a tenant paid rent for leasing an unlicensed dwelling" and, accordingly, that the jury "should have also been given the opportunity to weigh-in on whether [appellee] leasing an unlicensed property warranted restitution of rents paid." Appellee responds that the trial court was "well within its discretion not to instruct the jury as requested" and that, in any event, because appellants were not precluded from seeking damages for rent paid under the lease, any error would have been harmless.

B. Standard of Review

We review a trial court's decision to grant or deny a requested jury instruction for abuse of discretion. *Matter of City of Hagerstown*, 265 Md. App. 581, 621, *cert. denied sub nom. City of Hagerstown v. Johnson*, 492 Md. 402 (2025). When determining whether the trial court abused its discretion in denying a requested jury instruction, "we consider '(1) whether the requested instruction was a correct statement of the law; (2) whether it was applicable under the facts of the case; and (3) whether it was fairly covered in the instructions actually given.'" *Six Flags Am., L.P. v. Gonzalez-Perdomo*, 248 Md. App. 569, 589 (2020) (cleaned up) (quoting *Woolridge v. Abrishami*, 233 Md. App. 278, 305 (2017)). However, "we do not reverse a trial court's decision on a jury instruction in the absence of

prejudicial harm." *Giant of Maryland LLC v. Webb*, 249 Md. App. 545, 572, *aff'd*, 477 Md. 121 (2021).

C. Analysis

Here, the only evidence regarding the alleged illegality of the contracts was that the property was not licensed as a rental property at the time of Mr. Miller's visit in March or April of 2023. There was no testimony or evidence indicating that the property was not licensed at any point before Mr. Miller's visit, and indeed, Mr. Miller testified that he could not recall whether the property had been licensed at any point before his visit. Appellants asserted no other grounds for their contention that the contracts were illegal, and thus, the trial court correctly concluded that there was no evidence "as to the illegality of the lease agreement[.]" Accordingly, because the illegal contract instruction was inapplicable to the facts before the court, we cannot say that the court abused its discretion in denying appellants' request for an illegal contracts instruction. *See Keller v. Serio*, 437 Md. 277, 291 (2014) (holding that "'whether the requested instruction was a correct statement of the law' is an irrelevant question once we have determined that the subject matter of the instruction was not 'applicable under the facts of the case'" (quoting *Stabb v. State*, 423 Md. 454, 465 (2011))).

Nor are we persuaded that the Maryland Civil Pattern Jury Instructions suggests otherwise. As appellants point out, comment 7 to MPJI-Cv 9:16, the illegal contracts jury instruction, asserts the following: "For a tenant's right to recover rent paid for lease of unlicensed dwelling, compare *Golt v. Phillips*, 308 Md. 1 (1986), with *Citaramanis v. Hallowell*, 328 Md. 142 (1992), and *Galola v. Snyder*, 328 Md. 182 (1992)." However, as

appellee asserts, and appellants do not dispute, each of those cases involve Maryland Consumer Protection Act claims, claims which were not before the court in the matter before us. In other words, neither comment 7 to the illegal contracts instruction nor *Golt*, *Citaramanis*, or *Galola* support appellants' theory that the court committed reversible error in declining to provide the illegal contract instruction on appellants' breach of contract claim.

Finally, even had the court erred in denying the illegal contract instruction, appellants do not dispute that no prejudicial harm resulted from the failure to give the instruction.[2] The instruction provides four circumstances under which a party to an illegal contract may "recover the consideration he or she paid to the other party[.]" MPJI-Cv 9:16. Although the court denied appellants' request to issue the illegal contract instruction to the jury, the court went on to "allow[] [appellants'] argument -- arguments -- about recoverability of lease payments and/or utility payments without limitation[.]" Indeed, in closing argument to the jury, appellants' counsel specifically pointed to rent and utilities paid to appellee as the proper recovery:

> And if you return an answer of yes, that there was a breach, then I'm going to ask you the next question, was that a material breach, meaning was it significant enough that Mr. Flores and Mrs. Hernandez are entitled to a refund of some or all of the rent that they paid during those three years[.]

Accordingly, the jury was permitted to consider the consideration appellants paid to appellee – including "some or all of the rent" paid to appellee. Ultimately, the jury awarded

[2] Indeed, as appellee points out, the illegal contracts instruction, which prohibits either party from enforcing an illegal contract, may have even confused the jury. MPJI-Cv 9:16.

appellants $21,960 in favor of their breach of contract claim. As appellee put it, "[g]iven the dearth of evidence of *any* damages, it is difficult to conceive of what the jury based its award on *but* rent paid by [a]ppellants." Accordingly, we see no prejudicial error nor reason to reverse the ruling of the circuit court under these facts. *Barksdale v. Wilkowsky*, 419 Md. 649, 669 (2011) ("[A] party challenging an erroneous jury instruction in a civil case must demonstrate to the court why the error was prejudicial.").

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANTS.