

Circuit Court for Montgomery County  
Case No. 465223V

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1729

September Term, 2024

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SCOTT A WEBBER

v.

CARRIE M WARD, ET AL.

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Nazarian,  
Friedman,  
James A. Kenney III,  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Nazarian, J.

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Filed: January 22, 2026

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

On his fifth appeal from proceedings related to the foreclosure sale of his former home in Bethesda, Scott Webber challenges several post-sale orders issued by the Circuit Court for Montgomery County. He argues that the circuit court erred in granting the foreclosure purchaser's motions for judgment awarding possession and to levy rent damages against him as a wrongful detainer. He also asks us to decide thirty-five questions he sought to raise in earlier appeals in this Court. We don't address the issues previously resolved, and as to the issues raised newly in this appeal, we affirm.

## **I. BACKGROUND**

We recounted the background of the underlying foreclosure action in an opinion that resolved Mr. Webber's third and fourth appeals.<sup>1</sup> *See Webber v. Ward*, No. 2104, Sept. Term 2022 & No. 2394, Sept. Term 2023 (Md. App. July 16, 2025). After summarizing the facts relevant to this fifth appeal, we pick up where our last opinion left off.

### **A. The Foreclosure Sales**

On October 16, 2000, Mr. Webber and Kamla Deonauth obtained a \$427,000 loan from Washington Mutual Bank, FA (the "Lender"). To secure the loan, Mr. Webber and Ms. Deonauth executed a deed of trust granting the Lender a security interest in their jointly owned property at 8803 Seven Locks Road (formerly 8713 Seven Locks Road) in Bethesda (the "Property"). In the event of a default, the deed of trust permitted the Lender to accelerate the loan and direct the appointed Substitute Trustees to initiate a foreclosure

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<sup>1</sup> Mr. Webber dismissed his first appeal voluntarily in July 2022. In January 2023, we dismissed his second appeal as moot.

action against the Property.

Mr. Webber and Ms. Deonauth defaulted on the loan on November 2, 2015, and on April 3, 2019, the Substitute Trustees appointed by the Lender initiated foreclosure proceedings. On October 15, 2021, the Substitute Trustees sold the Property to Ms. Deonauth for \$1,000,000.00. The circuit court ratified the sale on February 8, 2022. Two weeks later, however, after Ms. Deonauth failed to go to settlement and tender the full purchase price within ten days of ratification, as required under the terms of sale, the court granted the Substitute Trustees' motion to resell the Property.

The Substitute Trustees held another auction on July 1, 2022, and sold the property to Mohamed Alsayed Abdoh and Uzma Sayed for \$1,135,000.00. The court ratified the sale on September 16, 2022 and referred the matter to an auditor.<sup>2</sup> Within ten days of ratification, on September 30, 2022, Mr. Abdoh and Ms. Sayed paid the full purchase price and closed on the Property. They obtained legal title to the Property by deed dated September 30 and recorded on October 5, 2022. On November 1, 2022, Mr. Abdoh reached out to Mr. Webber via email to demand that he “vacate [the Property] as soon as possible.” Mr. Webber refused this and several later requests by Mr. Abdoh that he vacate, asserting the illegality of the July 1 sale.

Mr. Abdoh filed a motion for judgment awarding possession of the Property on

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<sup>2</sup> After the court ratifies a foreclosure sale, it refers the matter to an auditor. The auditor determines whether, after the underlying debt is satisfied and all expenses associated with the sale are paid, any surplus proceeds remain and in what amount. The auditor then makes recommendations to the court about how to disburse the surplus proceeds.

March 23, 2023, which the circuit court denied “without prejudice to refile in compliance with Md. Rule 14-102.” Mr. Abdoh renewed his motion on May 24, 2023. Again, the court denied the motion “without prejudice to refile in compliance with Md. Rule 14-102, specifically, Md. 14-102(a)(2), 14-102(a)(3), 14-102(b) in its entirety.”

### **B. The Auditor’s Reports**

On November 8, 2022, the auditor filed a report stating that the sale to Mr. Abdoh and Ms. Sayed had resulted in a surplus of \$640,990.78. Three days later, the auditor amended the report solely to correct the address of the Property. On December 13, 2022, the auditor filed a notice instructing all interested parties to file any claims to the surplus proceeds of the sale within two weeks. Mr. Webber filed exceptions to the amended report, but the circuit court overruled his exceptions and ratified the report on January 6, 2023. He then appealed from the ratification on February 5, 2023.

After a three-day evidentiary hearing on March 29 and 30 and April 12, the auditor issued their Second and Final Report (the “Auditor’s Final Report”) on October 6, 2023 and resolved the interested parties’ claims to the surplus proceeds. Among other suggestions, the Auditor’s Final Report recommended that the circuit court award Mr. Abdoh and Ms. Sayed a portion of the surplus proceeds as “damages for Mr. Webber’s wrongful detainer and possession of the Property[.]” The auditor found that although Mr. Abdoh and Ms. Sayed hadn’t yet succeeded in obtaining possession, they became entitled to possession—and to damages for wrongful detainer—once they paid the full purchase price and obtained legal title to the Property by deed on September 30, 2022. The auditor

noted Mr. Webber’s refusal of Mr. Abdoh’s multiple demands for possession and found that Mr. Abdoh and Ms. Sayed had “established entitlement to reasonable use and possession damages for what essentially would be trespass or wrongful detainer[.]” Accordingly, the auditor recommended that the court award Mr. Abdoh and Ms. Sayed damages, payable solely from Mr. Webber’s share of the surplus proceeds and measured by the fair market rental value of the Property from November 1, 2022 (the date Mr. Abdoh sent his first email asking Mr. Webber to vacate) through October 15, 2023.<sup>3</sup>

Mr. Webber filed exceptions to the Auditor’s Final Report, which the circuit court denied. The court ratified the Auditor’s Final Report in December 2023 and ordered disbursement of the surplus proceeds in accordance with the auditor’s findings. Mr. Webber appealed from the ratification on February 15, 2024.

### **C. The Post-Sale Motions**

On July 24, 2023, Mr. Abdoh filed a third motion for judgment awarding possession of the Property (the “Motion For Judgment Awarding Possession”). Mr. Webber filed a reply to Mr. Abdoh’s Motion For Judgment Awarding Possession on August 8, 2023, arguing that Mr. Abdoh had again failed to draft his motion in compliance with the requirements of Md. Rule 14-102. Mr. Abdoh filed an opposition to Mr. Webber’s reply

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<sup>3</sup> To determine the Property’s fair market rental value, the auditor relied on the testimony of an expert witness retained by Ms. Deonauth. Ms. Deonauth’s expert, a licensed real estate broker, calculated the fair market rental value of the Property to be \$4,150.00 per month in 2022 and \$4,200.00 per month in 2023. Based on these values, the auditor recommended that the circuit court award Mr. Abdoh and Ms. Sayed a total of \$48,132.26 in damages to cover the period from November 1, 2022 to October 15, 2023.

four days later, asserting that his motion was compliant with the rule.

About nine months later, on May 23, 2024, Mr. Abdoh filed a Motion To Levy Rent On Scott Webber (Defendant And Wrongful Detainer) For The Period Post Auditor’s Second And Final Report. In his motion, Mr. Abdoh noted that Mr. Webber had continued to live at the Property since the court had issued and ratified the Auditor’s Final Report. He asked the court to “levy rent” on Mr. Webber for the period from October 15, 2023, “the date the Court Auditor had previously calculated rent up to,” until the sooner either of the date on which the court awarded possession to him and Ms. Sayed or the date on which Mr. Webber vacated the property. Mr. Webber filed a reply on July 19, 2024, contending among other arguments that under state and local law, Mr. Abdoh couldn’t “collect rent” from him because Mr. Abdoh hadn’t yet complied with Md. Rule 14-102 and wasn’t licensed as a landlord in Montgomery County. Mr. Abdoh then filed an Amended Motion To Levy Rent Damages On Scott Webber (Defendant And Wrongful Detainer) For The Period Post Auditor’s Second And Final Report (the “Amended Motion To Levy Rent Damages”), changing only the document header and adding a footnote to clarify that “the relationship here is that of Foreclosure Purchasers and a Wrongful Detainer, rather than that of a Landlord and a tenant.”

The circuit court held a hearing on Mr. Abdoh’s Motion For Judgment Awarding Possession on September 30, 2024, more than a year after the motion was filed. At the hearing, the court found that Mr. Abdoh had satisfied all the requirements of Md. Rule 14-102 and granted the motion. On October 10, 2024, the circuit court held another hearing

to rule on Mr. Abdoh’s Amended Motion To Levy Rent Damages. The court granted the motion and awarded Mr. Abdoh damages in the amount of \$50,806.32 for the period from October 16, 2023 to October 18, 2024. The court based these damages on the fair market rental value of the Property as provided in the Auditor’s Final Report and as “already ratified by” the circuit court. On October 31, 2024, Mr. Webber appealed from the circuit court’s orders granting Mr. Abdoh’s Motion For Judgment Awarding Possession and Amended Motion To Levy Rent Damages and denying Mr. Webber’s Request For Judicial Notice.<sup>4</sup> We issued our unreported opinion in *Webber v. Ward*, No. 2104, Sept. Term 2022 & No. 2394, Sept. Term 2023 (Md. App. Ct. July 16, 2025), and resolved Mr. Webber’s third and fourth appeals.

## II. DISCUSSION

Mr. Webber seeks to present forty questions for our review.<sup>5</sup> The first thirty-four

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<sup>4</sup> As explained in a Line filed by Mr. Webber on April 4, 2025, the Substitute Trustees have declined to enter an appearance or file a brief in this case.

<sup>5</sup> Mr. Webber phrased his Questions Presented as follows:

1. Because the Substitute Trustees did not serve all property owners with the statutorily-mandated documents [*Notice of Intent To Foreclose* package] necessary as a condition precedent to the initiation of the foreclosure action, [Filing of the *Order To Docket* package] did the Circuit Court ever obtain legal jurisdiction over the matter, including the authority to ratify the Auditor’s Report?
2. Did the Circuit Court unlawfully deny the Appellant [all parties] an Auditor’s Report Exceptions Hearing when one was properly requested and clearly necessary?

Continued . . .

3. Did the Circuit Court unlawfully deny the Appellant [all parties] a Post-Sale Exceptions Hearing when one was properly requested and clearly necessary?
4. Did the Circuit Court unlawfully deny the Appellant [all parties] a Pre-Sale Exceptions Hearing when one was properly requested and necessary?
5. Did the Auditor have the legal authority to ignore or overrule the *Terms of Sale* governing the foreclosure sale at issue?
6. Did the Auditor fail to perform his fundamental duty to actually [and independently] ‘audit’ the account under review, and accept a facially fraudulent and/or erroneous *Affidavit of Debt*; or in the alternative, did the Auditor unlawfully show unacceptable bias in favor of the Plaintiff, by accepting – without question – the accounting figures provided by the Plaintiff that were known to be fraudulent, or if not verified as ‘fraudulent’, at least known to be grossly inaccurate, erroneous, and unquestionably inconsistent, and in conflict with, the figures also previously filed with the Court?
7. Did the Circuit Court and/or Auditor unlawfully allow a commission on a ‘Damages’ award?
8. Did the Circuit Court and/or auditor unlawfully allow the Substitute Trustees a claim for ‘liquidated damages’ with a resultant forfeiture of the deposit, AND simultaneously allow the ‘resale’ of the property and allow the Substitute Trustees ‘actual damages’ as well?
9. Did the Auditor unlawfully allow the submission of fraudulently omitted and/or incomplete vouchers?
10. Is Extrinsic Fraud Barred by *Res Judicata*
11. Is Jurisdiction Under Custodia Legis Barred by *Res Judicata*
12. Are Jurisdictional Conditions Precedent Barred by *Res Judicata*
13. Does Knowledge Of An Event Waive Jurisdictional Defects
14. Does Hiring Of Counsel Waive Jurisdictional Defects
15. Does A Deeded Property Owner Have Standing In An *in rem* Action
16. Do 250+ Pages Of Highly Detailed Data Constitute ‘Particularity’
17. Determining ‘Liquidated’ and ‘Actual’ Damages To Be The Same
18. Are ‘Damage’ Awards Elements Of a Gross Sale Due A Commission
19. Are Unverified Audit Figures Valid & Shielded From Challenge

Continued . . .



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20. Because this entire matter was DISMISSED by the Circuit Court on March 21, 2024, are all other issues and/or questions moot?
21. Did the Auditor err when he failed to declare the sale ‘Null and Void’ in accordance with the published ‘Terms of Sale’ when a specified trigger clause existed?
- ie: Are ‘Trigger Clauses’ Automatically Binding Upon the Auditor?
22. Does the failure or absence of a statutorily required condition precedent in a foreclosure sale automatically bar jurisdiction?
- ie: Do Statutory Conditions Precedent Automatically Bar Jurisdiction
23. Does the Doctrine of *Custodia Legis* Apply to Foreclosure Sales
24. Did the Auditor err and exceed his discretion by boldly disregarding existing Court decisions and violating the contract law underlying multiple binding Settlement Agreements in place for years, claiming he is not bound by prior Court Order(s) in his considerations?
- ie: Are Auditors Bound By Existing Court Order(s)
25. Did the Auditor err, exceed his authority, and violate the Unclean Hands Doctrine by aiding and awarding payment to an unlicensed out-of-state business that fraudulently claimed to be a ‘lender’ while extorting money from the Appellant regarding an unenforceable loan?
- Do Auditors Have Authority To Violate Unclean Hands Doctrine
26. Did the Auditor err and exceed his authority by awarding ‘rental’ payments to a foreclosure purchaser who the Courts have – repeatedly – declared does not yet have the right of possession?
- ie: Do Auditors Have Authority To Award Rent Without Possession
27. Did the Auditor err and grossly exceed his legal authority by declaring Appellant a ‘wrongful detainer’ and awarding extraordinary damages against Appellant for being guilty of such, when both District Court and Circuit Court judges have determined – 6 times – that Purchaser, Abdoh, has not met the legal threshold to make such a claim?
- ie: Can Auditors Declare ‘Wrongful Detainer’ Status Outside Of The Law
28. Did the Auditor err, exceed his authority, and violate the Unclean Hands Doctrine by awarding ‘rental’ payments to a foreclosure purchaser who is not a bone fide purchaser, does not yet have possession of the property, and does not

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have the rental license that is required in the County before a landlord can collect any rent?

ie: Can Auditors Award Rental Payments To An Unlicensed Landlord

29. Did the Auditor err and exceed his authority by refusing to honor the fulfillment of Court-ordered Settlement Agreements, claiming he [the Auditor] was not bound by prior Court decisions, and refusing to conduct the analysis, and effect the carefully and clearly articulated distribution of proceeds, covered by the – ignored – Order?

ie: Are Auditors Bound By Standing Order(s) Of Court

30. Did the Auditor err and exceed his authority by imposing the construction of ‘Tenants By Entireties’ in his distribution formulation to an unmarried couple who explicitly declared in writing their understanding to be ‘Tenants In Common’ with a carefully constructed Settlement Agreement in place detailing their desired distributions of proceeds upon the sale of their mutually-owned property, that was arbitrarily ignored, and contradicted by the Auditor?

ie: Can Auditors Impose ‘Tenants By Entireties’ Upon Unmarried Couples

31. Did the Auditor err and exceed his authority, by fabricating – out of thin air – a contractual designation, “market sale” that does not appear ANY of the signed and executed and Court-ordered Settlement Agreements, contradicts the understanding of the authors of the Agreements, but uses his fictitious classification as the determining factor in determination as to whether he wants to honor compliance with the Court-ordered Agreements.

ie: Do Auditors Have The Authority To Fabricate Contract Terms

32. Did the Auditor err and greatly exceed his legal authority by depriving the property owners from devising and executing their own ownership contract, and instead, imposing and substituting his self-generated contractual construction for ‘co-tenant owners’, in clear violation of centuries of old statutory and decisional contract law?

ie: Do Auditors Have The Authority To Violate Contract Law

33. Did the Auditor err and abuse his authority by refusing to calculate ‘credits’, when such credits were specifically called for in the Court-ordered distribution formula that the Auditor ignored, and are a well-established element of proceeds distribution, were provided to the Auditor, but he refused to review them?

ie: Do Auditors Have The Authority To Ignore Property Payment Credits

Continued . . .

are questions Mr. Webber already had briefed and presented for review on appeals before this Court. He labels the remaining six as “new” to this appeal. We resolved all thirty-four initial questions and two of the six “new” questions in our unreported opinion resolving Mr. Webber’s third and fourth appeals, which was still pending when Mr. Webber filed the present appeal. *See Webber v. Ward*, No. 2104, Sept. Term 2022 & No. 2394, Sept. Term 2023 (Md. App. Ct. July 16, 2025). This leaves four truly new questions for this appeal, and we can rephrase and consolidate them into one: Did the circuit court err in granting Mr. Abdoh’s motions for judgment awarding possession and to levy rent damages on Mr.

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34. Did the Auditor err and abuse his discretion by accepting as an ‘expert witness’ for the purpose of determining the ‘fair rental value’ of the property, a paid ‘expert’ who had never once stepped foot on the property or so much as seen a single square foot of space inside the home, but whose opinion was determinative of the ‘fair rent’?

ie: Do Auditors Have The Authority To Permit Unethical Testimony?

35. Did the Circuit Court err by refusing to honor an enrolled judgment that DISMISSED the matter?

36. Did [the Circuit Court] err and exceed [its] authority by knowingly interfering with the subject matter of an appeal squarely before the Appellate Court, by ordering possession of the subject property be given to Mohamed Abdoh, prior to the determination of whether the sale to Abdoh was legally valid, or the Court even had jurisdiction?

37. Did [the Circuit Court] err and exceed [its] authority when [it] determined Abdoh did not have to comply with the clear statutory requirements contained in RP §14-102?

38. Did the Circuit Court Err by Refusing To Allow Judicial Notice

39. Did the Circuit Court Err by Granting Rent to Purchaser Abdoh?

40. Did the Circuit Court Err By Not Applying The Doctrine Of *Custodia Legis* to this Case and Dismissing it Immediately?

Webber for wrongful detainer?<sup>6</sup> We hold that the court did not.

**A. The Circuit Court Did Not Err In Granting Mr. Abdoh’s Motion For Judgment Awarding Possession Or Mr. Abdoh’s Motion To Levy Rent Damages Against Mr. Webber For Wrongful Detainer.**

Mr. Webber argues *first* that the circuit court exceeded its authority by continuing to exercise jurisdiction over the underlying foreclosure action and by ruling on Mr. Abdoh’s motions while Mr. Webber’s appeals from the Auditor’s reports were pending

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<sup>6</sup> Mr. Webber also asserts that the circuit court erred in denying his Request For Judicial Notice of fifty-five purported “facts” under Md. Rule 5-201, which provides that a court “shall take judicial notice” of certain facts “if requested by a party and supplied with the necessary information.” *Id.* 5-201(d). This rule applies only to “adjudicative facts,” which it defines as facts that are “not subject to reasonable dispute in that [they are] either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” *Id.* 5-201(a)–(b). In other words, “[t]rial courts can take judicial notice of ‘matters of common knowledge or [those] capable of certain verification.’” *Abrishamian v. Wash. Med. Grp., P.C.*, 216 Md. App. 386, 413 (2014) (quoting *Faya v. Almaraz*, 329 Md. 435, 444 (1993)). The doctrine of judicial notice covers, for example, court documents and other public records, but doesn’t extend to disputed facts or, typically, “to facts relating *specifically* to the parties involved.” *Id.* at 413–14. The “facts” enumerated by Mr. Webber in his Request For Judicial Notice fall largely into four categories: those asking the court to make a determination about the legal effects of certain documents in the record; those that were in dispute at some point in the foreclosure action; those asking the court to notice the *absence* of certain facts from the record; and those generally relating specifically to the parties involved in the case. Contrary to Mr. Webber’s assertion, and as the circuit court noted correctly, these are not the types of “adjudicative facts” of which the court can take judicial notice under Md. Rule 5-201. Moreover, we note the court’s observation that Mr. Webber “failed to aver the purpose” for his request for judicial notice since there was “no pending trial or hearing scheduled” at the time the court issued its ruling. Accordingly, we find no clear error in the court’s denial of his request. *See Abrishamian*, 216 Md. App. at 413 (“We review the trial court’s decision under the ‘clearly erroneous’ standard, keeping in mind ‘[t]he principle that there is a legitimate range within which notice may be taken or declined and that there is efficacy in taking it, when appropriate.’” (quoting *Smith v. Hearst Corp.*, 48 Md. App. 135, 141 (1981))).

with this Court. He *then* argues, on the merits, that the circuit court erred when it granted Mr. Abdoh’s Motion For Judgment Awarding Possession and Mr. Abdoh’s Amended Motion To Levy Rent Damages. We hold that the circuit court ruled on the motions properly, notwithstanding Mr. Webber’s pending appeals, and that the court granted both motions properly.

*1. The circuit court exercised its jurisdiction properly in ruling on Mr. Abdoh’s motions.*

As an initial matter, Mr. Webber asserts that the circuit court erred when it “knowingly ruled on multiple issues [it] was informed were already under appeal before this court . . . with decisions pending determination in this January, 2025 Session.” More specifically, he contends that by ruling on the issues of possession and rent damages while there were “multiple jurisdictional questions pending before this ACM that would decide if the sale to the purchaser was null and void,” the court exercised its jurisdiction over the underlying foreclosure action improperly, in a manner “interfering with the subject matter of an appeal.” We disagree.

The term “jurisdiction” can be used in different contexts to mean either “‘i) the *power* of a court to render a valid decree, [or] ii) the *propriety* of granting the relief sought.’” *Cnty. Comm’rs v. Carroll Craft Retail, Inc.*, 384 Md. 23, 44 (2004) (*quoting First Federated Comm. Tr. v. Comm’r*, 272 Md. 329, 334 (1974)). “Power” refers to a court’s fundamental jurisdiction, or authority to resolve an action or controversy presented to it for review. *Pulley v. State*, 287 Md. 406, 415 (1980) (*citing Fooks’ Executors v. Ghingher*, 172 Md. 612, 621 (1937)). Put differently, fundamental jurisdiction is “the power to act

with regard to a subject matter which ‘is conferred by the sovereign authority which organizes the court’” *Id.* at 416 (*quoting Cooper v. Reynolds*, 77 U.S. 308, 316 (1870)). “Thus, any action taken by a court while it lacks ‘fundamental jurisdiction’ is a nullity, for to act without such jurisdiction is not to act at all.” *Id.*<sup>7</sup>

Although “‘power’ refers to whether a trial court *can* decide a case, . . . ‘propriety’ refers to whether a trial court *should* decide a case.” *Brethren Mut. Ins. Co. v. Suchoza*, 212 Md. App. 43, 65 (2013). Generally, and absent a limitation supplied by statute, court rule, or case law, a stay granted by an appellate court or by the trial court, or “the posting of an appeal bond or bail following a conviction and sentence,” the trial court retains its fundamental jurisdiction over a case while an appeal is pending. *Id.* Propriety, on the other hand, dictates that the trial court shouldn’t exercise its fundamental jurisdiction “in a manner affecting the subject matter or justiciability of the appeal.” *Kent Island, LLC v. DiNapoli*, 430 Md. 348, 361 (2013). In other words, a trial court cannot act in a manner “that, in effect, precludes or hampers the appellate court from acting on the matter before it,” *Jackson v. State*, 358 Md. 612, 620 (2000), but “may continue to act with reference to matters not relating to” or affecting the appellate proceeding. *State v. Peterson*, 315 Md. 73, 80 (1989). If the trial court exercises its jurisdiction to make a ruling that interferes with or frustrates the subject matter of a pending appeal, that ruling is not void but “‘may be subject to reversal[.]’” *Suchoza*, 212 Md. App. at 66–67.

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<sup>7</sup> The circuit court’s fundamental jurisdiction over the present action attached on April 3, 2019 when the Substitute Trustees initiated foreclosure proceedings by filing an order to docket. *See* Md. Rule 14-203(b), 14-207(a).

For example, in *In re Emileigh F.*, 355 Md. 198 (1999), the juvenile court adjudicated a child as Child In Need of Assistance (“CINA”) and granted custody to her father. *Id.* at 200. After her mother appealed from the custody order and while the appeal was pending, the Department of Health filed a motion to terminate juvenile court jurisdiction over the action, which the court granted after determining that she “no longer fit the definition of a CINA.” *Id.* at 200–01. The Supreme Court of Maryland granted *certiorari* on its own motion and held that the juvenile court had exercised its jurisdiction over the case improperly by taking an action that “addressed matters that were clearly involved in the pending appeal.” *Id.* at 202, 204. The Court noted that had the mother prevailed on appeal, the juvenile court would have needed to hold a new custody hearing. *Id.* at 202. By issuing an order terminating its jurisdiction over the case, the Court found, the juvenile court had “in essence defeat[ed] the right of [the mother] to prosecute her appeal with effect.” *Id.* 204. And as a result, the Court ordered the juvenile court to vacate the order. *Id.*

In this case, neither the circuit court’s judgment awarding Mr. Abdoh possession of the Property nor its order granting Mr. Abdoh’s Amended Motion To Levy Rent Damages had any such effect. The appeals pending before this Court when the circuit court ruled on Mr. Abdoh’s motions arose from the auditor’s three reports. Although Mr. Webber argues that his pending appeals raised “multiple jurisdictional questions . . . that would decide if the sale to [Mr. Abdoh] was null and void,” the validity of a foreclosure sale cannot be challenged on appeal from the ratification of an auditor’s report. *See Huertas v. Ward*, 248

Md. App. 187, 205–06 (2020). This is because “an order ratifying a foreclosure sale is a final judgment as to any rights in the real property” and “‘is *res judicata* as to the validity of such sale . . . .’” *Id.* at 203, 205 (*quoting Manigan v. Burson*, 160 Md. App. 114, 120 (2004)). “Even though the foreclosure case continues after the ratification of the sale, the proceeding no longer involves an adjudication of rights in the real property.” *Id.* at 205–06. The regularity of the sale ordinarily “‘cannot be attacked in collateral proceedings,’” *id.* at 203 (*quoting Manigan*, 160 Md. App. at 120), and because “[t]he process of referring the case to an auditor and resolving any exceptions to the auditor’s report is collateral to the foreclosure proceeding, . . . it does not affect the finality of an order ratifying the foreclosure sale.” *Id.* at 206.

Put simply, the sale of the Property to Mr. Abdoh and Ms. Sayed became final on September 16, 2022 when the circuit court issued its ratification order. No judgment of this Court on appeal from the auditor’s reports could have disturbed the finality of that sale or Mr. Abdoh’s right to possession of the Property. We hold, therefore, that the circuit court exercised its jurisdiction properly in ruling on Mr. Abdoh’s Motion For Judgment of Possession and Amended Motion To Levy Rent Damages, notwithstanding Mr. Webber’s pending appeals, because the court’s rulings on the motions didn’t interfere in any way with the subject matter of those appeals.

2.     *On the merits, the circuit court granted Mr. Abdoh’s motions properly.*

Mr. Webber argues *next* that the circuit court erred in granting Mr. Abdoh’s Motion For Judgment Awarding Possession because Mr. Abdoh failed to comply fully with the



requirements of Md. Rule 14-102. He contends specifically that Mr. Abdoh failed to make a “reasonable inquiry” about who was living at the Property and to serve him with the motion personally.<sup>8</sup> Mr. Webber argues as well that the circuit court erred in granting Mr. Abdoh’s Amended Motion To Levy Rent Damages because Mr. Abdoh is not licensed as a landlord in Montgomery County<sup>9</sup> and because under Md. Code (1974, 2023 Repl. Vol.), § 7-105.12(b) of the Real Property Article (“RP”), a foreclosure sale purchaser “may not exercise any right to collect rent payments from a bona fide tenant in possession of the residential property” until they have complied with Md. Rule 14-102. We see no error in the circuit court’s decision to grant either motion.

The purchaser at a foreclosure sale becomes entitled to possession of the property once “the purchase price is paid and, through delivery of a deed of conveyance, legal title passes.” *Legacy Funding LLC v. Cohn*, 396 Md. 511, 515 (2007). Once a purchaser is entitled to possession, if “the person in actual possession fails or refuses to deliver possession,” the purchaser “may file a motion for judgment awarding possession of the property.” Md. Rule 14-102(a)(1). The motion must “state the legal and factual basis for the movant’s claim of entitlement to possession.” *Id.* 14-102(a)(2). In addition, “[i]f the

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<sup>8</sup> Because Mr. Webber may not raise claims or defenses on behalf of nonparties, we don’t address his contention that Mr. Abdoh failed to serve properly other persons affected by the sale (including his former co-owner and other occupants and tenants of the Property).

<sup>9</sup> Montgomery County requires the owner of a residence to “obtain a rental housing license before operating the dwelling unit as rental housing.” Montgomery Cnty., Md., Code § 29-16(a) (2024).

movant's right to possession arises from a foreclosure sale of a dwelling or residential property," the motion must "include averments based on a reasonable inquiry into the occupancy status of the property and made to the best of the movant's knowledge, information, and belief" that the person in actual possession either is not a bona fide tenant or is a bona fide tenant to whom the purchaser has given proper notice under RP § 7-105.8. Md. Rule 14-102(a)(3).

Along with the motion, the purchaser must provide an affidavit addressing those elements:

- (A) the name of the person in actual possession, if known;
- (B) the actions taken to conduct a reasonable inquiry into the occupancy status of the property;
- (C) whether the person in actual possession was a party to the action that resulted in the sale or to the instrument that authorized the sale;
- (D) if the purchaser paid the full purchase price and received a deed to the property, the date the payment was made and the deed was received; and
- (E) if the purchaser has not paid the full purchase price or has not received a deed to the property, the factual basis for the purchaser's claim of entitlement to possession . . . .

*Id.* 14-102(b)(1). And finally, the purchaser must serve the motion and all accompanying documents on the person in actual possession and anyone else affected by the motion. *Id.* 14-102(d)(1). If a person to be served was a party to the foreclosure action, the purchaser must serve the motion according to Maryland Rule 1-321, which permits service by mail. *Id.* 14-102(d)(2)(A); Md. Rule 1-321(a). If a person to be served was not a party to the action, the rule requires personal service or a good faith effort at personal service. *Id.*

14-102(d)(3)(A). Once those affected by the motion have had an opportunity to respond, the court may, after a hearing (if requested), enter a judgment awarding possession if it finds that the motion complies with the requirements of Rule 14-102. *Id.* 14-102(d)(4). We review the circuit court’s denial of a motion for judgment awarding possession for abuse of discretion. *See G.E. Cap. Mortg. Servs., Inc. v. Edwards*, 144 Md. App. 449, 456 (2002).

The circuit court didn’t abuse its discretion when it granted Mr. Abdoh’s Motion For Judgment Awarding Possession in this case. *First*, the motion laid out the legal and factual bases for his claim of entitlement to possession. *See* Md. Rule 14-102(a)(2). He stated in the motion that he closed on the Property and paid the full purchase price on September 30, 2022, and that by deed dated that same day and recorded on October 5, 2022,<sup>10</sup> he became the legal owner of the Property. As Mr. Abdoh noted correctly, payment of the full purchase price and delivery of a deed of conveyance are all that is required for a foreclosure purchaser to establish the right to possession. *See Empire Props., LLC v. Hardy*, 386 Md. 628, 650 (2005). *Second*, the affidavit attached to the motion contained Mr. Abdoh’s averment that “to the best of [his] knowledge, information and belief, based on the information gleaned from the surplus hearings conducted by the court auditor . . . Mr. Webber’s own court filings, as well as telephone conversations and emails” with Mr. Webber that Mr. Webber and his son, Ashton Webber-Deonauth (who also resided at the Property) were “[n]ot bona fide tenants, but rather wrongful detainers who are holding over, have no further right to possession, and refuse to vacate the property[.]”

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<sup>10</sup> Mr. Abdoh attached a copy of the deed as an exhibit to his motion.

*See id.* 14-102(a)(3).

*Third*, at the motions hearing on September 30, 2024, the court walked through the required elements of the affidavit that must be attached to a motion for judgment awarding possession under Rule 14-102(b)(1) and found that the affidavit attached to Mr. Abdoh's motion satisfied each one. The affidavit stated the names of the persons in actual possession: Mr. Webber and Mr. Webber-Deonauth. *See id.* 14-102(b)(1)(A). It described the actions Mr. Abdoh took to conduct a reasonable inquiry into the occupancy status of the Property: attending the surplus hearings conducted by the auditor, reading Mr. Webber's court filings, and having telephone conversations and email exchanges with Mr. Webber. *See id.* 14-102(b)(1)(B). And it affirmed both that Mr. Webber was a party to the foreclosure action and that Mr. Abdoh had paid the full purchase price and received title to the Property by deed. *See id.* 14-102(b)(1)(C)–(D).

*Finally*, Mr. Abdoh properly served Mr. Webber with a copy of the motion and attached affidavit. *See id.* 14-102(d). Because Mr. Webber was a party to the foreclosure action, Rule 14-102(d)(2)(A) authorized Mr. Abdoh to serve him by mail. At the September 30 hearing, Mr. Abdoh presented a certified mail receipt with Mr. Webber's signature, confirming service of the motion and affidavit on Mr. Webber by mail in July 2024. Moreover, Mr. Webber confirmed at the hearing that he was also served with the motion and affidavit via MDEC, the Maryland judiciary's electronic filing system. The circuit court didn't err when it found that Mr. Abdoh had complied with the requirements of Md. Rule 14-102 and did not abuse its discretion when it granted his Motion For Judgment

Awarding Possession.

Nor did the circuit court abuse its discretion when it granted Mr. Abdoh's Amended Motion to Levy Rent Damages. As the court noted correctly at the September 30 motions hearing, this is not a situation where a foreclosure purchaser is seeking to collect rent from a bona fide tenant. Rather, Mr. Abdoh seeks damages from Mr. Webber as a wrongful detainer of the Property for the period after the Auditor's Final Report, measured by the Property's fair market rental value. Neither Montgomery County's landlord licensure requirements nor the requirements of RP § 7-105.12(b) applies.

The applicable legal standard comes from the Supreme Court's decision in *Legacy Funding LLC v. Cohn*, 396 Md. 511 (2007). In *Legacy Funding*, the Court held that a foreclosure purchaser may "claim a share of surplus proceeds as compensation for the mortgagor's wrongfully precluding the purchaser from obtaining the possession to which it is entitled" if the purchaser proves that "(1) it was lawfully entitled to possession, (2) it demanded possession following its entitlement to do so, and (3) the possession was wrongfully denied." *Id.* at 520–22. The court may calculate these damages based on the property's fair market rental value "accounting from the time that the mortgagor rejected a proper demand for possession." *Id.* at 522.

*First*, again, Mr. Abdoh demonstrated to the court that he was legally entitled to possession of the Property once he paid the full purchase price and obtained legal title via a deed of conveyance in September 2022. *See Empire Properties*, 386 Md. at 650. *Second*, at the September 30 motions hearing, Mr. Abdoh introduced a series of emails between

him and Mr. Webber in which he demanded possession of the Property as early as November 1, 2022. *Third and finally*, this same series of emails demonstrated that Mr. Webber refused several requests by Mr. Abdoh to vacate the Property, and at the September 30, 2024 and October 10, 2024 motions hearings—a full year after the auditor issued their Final Report—Mr. Abdoh and Mr. Webber both indicated that Mr. Webber was still living at the Property. Mr. Abdoh bore his burden under *Legacy Funding* to state a claim for damages for the period after the Auditor’s Final Report, and the circuit court did not abuse its discretion when it granted his Amended Motion To Levy Rent Damages. And following *Legacy Funding*, 396 Md. at 522, the court properly calculated the awarded damages by using the Property’s fair market rental value as provided in the (ratified) Auditor’s Final Report.

**JUDGMENT OF THE CIRCUIT COURT  
FOR MONTGOMERY COUNTY  
AFFIRMED. APPELLANT TO PAY  
COSTS.**