

**IN THE COURT OF COMMON PLEAS OF LEBANON COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

JOSE LOZADA-VARGAS,
Plaintiff

v.

ELANDIA RAMIREZ,
Defendant

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NO. 2022-01337

ORDER OF COURT

AND NOW, this 3rd day of February, 2025, after hearing and in accordance with the attached Opinion, the Order of this Court is as follows:

1. Plaintiff's request for compensation of appraisal fees is GRANTED. Plaintiff is awarded one-half of the appraisal fee incurred (\$500.00) for the appraisal of 531 Oak Street, Lebanon, PA, in the amount of \$250.00.
2. Plaintiff's request for compensation based upon rental value is GRANTED in part and DENIED in part. Plaintiff is awarded one-half of the rental value credit for the period between October 4, 2024, and the present, in the amount of \$1,350.00/month (\$5,400.00), in the amount of \$2,700.00.
3. Defendant's request for credits for mortgage payments she made since separation is GRANTED. Plaintiff is awarded an owelty credit of

one-half of the total mortgage paid by Plaintiff (\$42,795.88) in the amount of \$21,397.94.

4. Defendant's request for credits pertaining to improvement/repairs to the property is GRANTED. Plaintiff is awarded an owelty credit of one-half of this amount (\$2,124.13) in the amount of \$1,062.06.
5. Defendant's request for credits pertaining to expenses incurred prior to separation is DENIED.
6. A net owelty of \$19,510.00 is owed by Plaintiff to Defendant.
7. The Oak Street property is valued at \$153,000.00, with an existing mortgage balance of \$62,241.86. The net value of the property is \$90,758.14. The equal one-half share value to each party is valued at \$45,379.07. We will apply Defendant's net owelty credit of \$19,510.00 to that amount, leaving a balance of \$25,869.07 that Defendant must pay to Plaintiff to purchase his interest in the Oak Street property.
8. Defendant is afforded one (1) year from today's date in which to pay Plaintiff the amount of \$25,869.07. Interest will be added to that amount at the rate of 6% per annum. This interest will be added at the rate of ½ of 1% per month until Defendant pays the amount of \$25,869.07 to purchase the Oak Street property.
9. If Defendant does not pay \$25,869.07, plus interest, to Plaintiff within one (1) year from today's date, the real estate at 531 Oak Street must be offered for sale. Plaintiff is granted leave to select a qualified real

estate agent to market the sale of the property. Defendant is directed to cooperate with the real estate agent regarding the sale of the property.

10. The sales price shall be agreed upon by the parties. In absence of an agreement, the real estate agent hired by Plaintiff is authorized to establish a list price for the property.
11. When the property is sold, the existing mortgage is to be paid off. From the net proceeds, Defendant is to be entitled to the first \$19,510.00 as owelty. After payment of the first \$19,510.00 to Defendant, the remaining net proceeds are to be divided equally between Plaintiff and Defendant.

BY THE COURT:


_____.J.
BRADFORD H. CHARLES

BHC/pmd

cc: Jason J. Schibinger, Esq.
Elandia Ramirez// 531 Oak Street, Lebanon PA 17042
Court Administration

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**JOSE LOZADA-VARGAS,
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v.

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NO. 2022-01337

APPEARANCES:

JASON SCHIBINGER, Esquire

For Plaintiff

ELANDIA RAMIREZ

pro se

Opinion, Charles, J., February 3, 2025

Before us is a partition action where both parties seek owelty. Plaintiff Jose Lozado-Vargas (hereafter JOSE) seeks a credit based upon the rental value of the parties' jointly-held real estate. Defendant Elandia Ramirez (hereafter ELANDIA) seeks a plethora of credits based upon money she expended to preserve and improve the property following separation. Based upon testimony and evidence presented on October 4, 2024, and upon the legal arguments of both sides proffered thereafter, we issue this Opinion to finally adjudicate the parties' partition dispute.

I. PROCEDURAL and FACTUAL BACKGROUND

JOSE and ELANDIA were formerly involved in a romantic relationship. During the course of this relationship, the parties purchased real estate located at 531 Oak Street, in the City of Lebanon. When the real estate was purchased, the deed designated the property as being owned by the parties “as tenants by the entireties.”

The parties’ romantic relationship soured during the spring of 2020. JOSE indicated that he left the Oak Street property in April of 2020. ELANDIA testified that JOSE left in March of 2020. Regardless, both parties acknowledge that ELANDIA continued to reside in the Oak Street property after JOSE relocated.

The parties provided different information about the cause of separation. JOSE testified that he left the Oak Street property because ELANDIA was involved with another man. ELANDIA testified that JOSE left after he abused her sexually and physically.¹

On March 25, 2022, JOSE filed a Complaint seeking Partition. He then withdrew the Complaint on August 18, 2022. On October 20, 2022, the Partition Complaint now before this Court was filed.

ELANDIA did not file an Answer to the Complaint. However, she deposited a letter with the Lebanon County Prothonotary on March 28, 2023. A Case Management Conference was scheduled before this Court.

¹ ELANDIA stated that she filed a PFA, but later withdrew it. According to Court records, ELANDIA did file a request for protection on November 30, 2020. That request for protection was then withdrawn on December 14, 2020.

On September 14, 2023, this Court afforded ELANDIA with thirty (30) additional days to file an Answer to the Partition Complaint.

On October 6, 2023, ELANDIA filed a *pro se* “motion”. On October 17, 2023, we accepted ELANDIA’s “motion” as a response to JOSE’s Partition Complaint.

JOSE filed a Motion to Compel Discovery on December 27, 2023. We conducted a hearing on that motion on January 19, 2024. As a result of that hearing, we granted JOSE a right to inspect the Oak Street property on February 1, 2024. We also set deadlines for exchange of appraisal information.

On October 4, 2024, we conducted a Bench Trial. At that Bench Trial, the parties presented information relevant to partition and to the issue of owelty. We issued a Court Order on October 4, 2024, that we considered to be a Part 1 Partition Order. We declared that JOSE and ELANDIA were the sole owners of 531 Oak Street. We granted JOSE’s Request for Partition. We also extinguished the joint tenancy created by the parties’ deed and declared that 531 Oak Street was thereafter owned by the parties as tenants in common. In addition, we indicated that we would consider the evidence regarding owelty that was presented on October 4, 2024. We also scheduled another hearing to receive additional testimony regarding owelty. That hearing was scheduled for November 15, 2024.

On November 15, 2024, the parties met with the Court and stipulated that ELANDIA should be entitled to an additional \$1,479.72 for flooring she

installed in the 531 Oak Street property. In addition, we solicited legal memorandum from the parties. JOSE has filed a Memorandum of Law. ELANDIA did not. The second phase of this Partition dispute is now before us for disposition.

II. LEGAL PRINCIPLES

The rules governing partition actions are antiquated and often misunderstood. Pa.R.C.P. 1551 through 1557 govern what has come to be known as Part 1 Partition disputes. During a Part 1 partition proceeding, Courts must determine the identity of property owners and whether the property needs to be partitioned. If the partition pertains to a joint tenancy, the Court must also extinguish the joint tenancy in the Part 1 Order and create a tenancy in common.

Pa.R.C.P. 1558-1574 govern the so-called Part 2 of a partition dispute. In a Part 2 proceeding, the Court must determine how the property is to be divided. This necessarily requires the Court to determine whether reimbursement for credits, contributions and set-offs should be afforded. This process is commonly known as a determination of "owelty." See, ***Bednar v. Bednar***, 688 A.2d 1200 (Pa. Super. 1997).

A Part 2 Partition Order must adjudicate all questions pertaining to owelty. The Order must then create a process by which each party's interest in the property is going to be satisfied. If one party is going to "buy out" another, specific provisions regarding the terms of the buy-out must be

included. If a sale of the property is going to be required, directives regarding the sale must be set forth.

The dispute now before this Court focuses upon owelty. Pa.R.C.P. 1570 requires that the Court in a Part 2 Partition Order must articulate findings of fact with respect to the following:

“The credit which should be allowed or the charge which should be made, in favor of or against any party, because of use and occupancy of the property, taxes, rents or other amounts paid, services rendered, liabilities incurred or benefits derived in connection therewith or therefrom.”

Where one co-tenant in common expends money to preserve or improve the property, Courts can include such expenses as part of owelty.

Weiskircher v. Connelly, 248 Pa. 327, 93 A. 1068 (1915). As stated by a noted commentator:

“If the improvements made by one co-tenant add to the amount that the property will bring on the partition sale ordered, the amount so added is to be paid to the co-tenant out of the proceeds of the sale in addition to a pro rata share of the proceeds...but not where an expenditure is found not to enhance the value of the property.”

Pennsylvania Standard Pennsylvania Practice 2d (Partition) at §122:140. See also, ***In Re Huffman's Estate***, 36 A.2d 638 (Pa. 1944) (“Without evidence on which the auditor could make a finding that the value of the property was enhanced by this expenditure [to install water storage tanks], it was properly disallowed.” *Id* at page 639.)

As it relates to rental value of the property, JOSE cites 68 P.S. §101. That Section reads:

“Section 101. Co-tenants not in possession may recover share of rental; procedure in case of partition

In all cases in which any real estate is now or shall be hereafter held by two or more persons as tenants in common, and one or more of said tenants shall have been or shall hereafter be in possession of said real estate, it shall be lawful for anyone or more of said tenants in common, not in possession, to sue for and recover from such tenants in possession his or their proportionate part of the rental value of said real estate for the time such real estate shall have been in possession as aforesaid; and in case of partition of such real estate held in common as aforesaid, the parties in possession shall have deducted from their distributive shares of such real estate the rental value thereof to which their co-tenant or tenants are entitled.”

By its specific terms, §101 applies only to property owned as tenants in common by two or more people. JOSE argues that §101 applies to 531 Oak Street even though it was owned after the parties’ separation as a joint tenancy. Because of this argument, we must dig a bit deeper to evaluate what §101 does and does not do.

We begin with some history pertaining to partition. Prior to the enactment of §101, there could be no recovery of rent by one tenant in common out of possession absent an agreement. *Kline v. Jacobs*, 68 Pa. 57 (1871); *Lipschutz v. Lipschutz*, 188 A.556, 124 Pa. Super. 380 (1936). Because §101 provides for adjustment of rentals upon partition of realty held in common, it was deemed to be in derogation of common law. As a result, §101 must be strictly construed. *Beck v. Beiter*, 22 A.2d 90 (Pa. Super. 1941).

The difference between ownership via a joint tenancy and ownership via a tenancy in common is more than merely semantic. Under Pennsylvania law, a tenancy by the entirety creates a right of survivorship, while a tenancy in common does not. ***Edel v. Edel***, 424 A.2d 946 (Pa. Super. 1981). When two unmarried persons purport to create a tenancy by the entirety, the Court must determine whether the joint ownership was intended to be a joint tenancy or a tenancy in common because a tenancy by the entirety cannot legally exist between unmarried people. See, ***Johnson v. Johnson***, 908 A.2d 290 (Pa. Super. 2006); ***Riccelli v. Forcinito***, 595 A.2d 1322 (Pa. Super. 1991); ***Estate of Bruce***, 538 A.2d 923 (Pa. Super. 1988). The key case dealing with an effort on the part of two unmarried people to create a tenancy by the entirety is ***Maxwell v. Saylor***, 58 A.2d 355 (Pa. 1948). In ***Maxwell***, a man and a woman lived together with such intimacy that they came to be known in the community as husband and wife. However, they never formally married. They did, though, purchase real estate as tenants by the entirety. When Mr. Maxwell died, a dispute arose as to whether the property was owned as joint tenants or as tenants in common. In addressing this issue, Pennsylvania's Supreme Court stated:

"The question here is: What is such appropriate form of tenancy? This depends entirely upon the intention of the parties, which is the ultimate guide by which all deeds must be interpreted. Their *declared* intention was to own the property as tenancy by the entirety, which is an estate 'per tout et non per my.' This was equivalent to stating in so many words that they desired to establish a right of survivorship. Therefore, joint tenancy with the right of survivorship – an estate – 'per my et per tout' – best effectuates their intention to the extent legally

permissible, that being the form of tenancy for unmarried persons most nearly resembling the tenancy by the entireties enjoyed by husband and wife, since in both instances the survivor takes the whole.”

Id at page 356.

Uniquely pertinent to this dispute is the case of **Stimson v. Stimson**, 29 A.2d 679 (Pa. 1943). In **Stimson**, a husband and wife owned property. They divorced. Upon divorce, the ownership of the real estate by the entireties transformed into a tenancy in common. As it related to the award of rental value, the Court stated:

“Until the parties were divorced in 1929, they were tenants by the entireties, each being seized of the whole estate and entitled to possession; therefore, Plaintiff could not have demanded an accounting for the rental value of the premises during their marital period. After the divorce, the parties having become tenants in common so far as rents of the real estate were concerned, Plaintiff might have been entitled to recover, in an action at law, one-half of the rental value of property...”

Id at page 682. See also, **Mertz v. Mertz**, 11 A.2d 514 (Pa. Super. 1940).

Stimson makes it clear that rental value can be awarded as between tenants in common but not as between joint tenants.

From the above, we determined the following as conclusions of law:

- (1) ELANDIA is entitled to credits for amounts she paid to preserve and improve the 531 Oak Street property following the parties' separation.
- (2) ELANDIA is not entitled to credits for amounts paid prior to separation or for living expenses and other expenditures that did not improve the value of 531 Oak Street.

(3) Until the Court entered an Order transforming ownership of 531 Oak Street from a joint tenancy to a tenancy in common, JOSE is not permitted to receive a credit for rental value. Following October 4, 2024, JOSE should be entitled to receive a credit based upon the rental value.

III. DISCUSSION and ANALYSIS

Based upon the legal conclusions outlined above, we will proceed to discuss the issues we are required to address as part of a Part 2 Partition Order. We will begin by calculating the owelty owed by each party to one another. We will then focus upon ELANDIA's request to retain possession of the Oak Street property which will by necessity require us to determine how much ELANDIA will have to pay to JOSE to acquire his interest in the property. If ELANDIA does not purchase JOSE's interest, we will create a method by which the Oak Street property can be sold. To the extent necessary, the facts that we will articulate within this section of our Opinion should be considered findings of fact based upon evidence we find to be credible.

A. Owelty requested by JOSE

JOSE has submitted only two requests regarding owelty. The first is for reimbursement of an appraisal fee totaling \$500.00. The second is for compensation based upon rental value of the Oak Street property.

We will grant JOSE's request for compensation of appraisal fees. The appraisal procured by JOSE is the only one presented to us. We cannot adjudicate the issues now before this Court without an appraisal. Because the appraisal was necessary, because JOSE procured it, and because there is a cost associated with the procuring of an appraisal, we conclude that it is fair to require ELANDIA to pay a portion of the appraisal fee as owelty.

JOSE's request for rental value is a bit more complicated. As indicated above, JOSE and ELANDIA owned the Oak Street property via a deed that purported to create a "tenancy by the entireties." As noted above, a tenancy by the entireties cannot exist between unmarried persons and JOSE and ELANDIA were never married to one another.

Based upon the case of *Maxwell v. Saylor*, supra, and the language of the deed in this case, we conclude that ELANDIA and JOSE intended to create a joint tenancy and not a tenancy in common.² Because rental value under 68 P.S. §101 can be awarded only during the term of a tenancy in common, we are constrained to conclude that JOSE is not entitled to any rental value credit prior to October 4, 2024. To the extent that JOSE requests owelty based upon rental value prior to October of 2024, his claim will be denied.³

² We note that absolutely no testimony was presented by either ELANDIA or JOSE to refute this finding. Moreover, when this Court terminated the joint tenancy on October 4, 2024, neither party objected nor claimed that the joint tenancy had ended at some prior date.

³ Because of this decision, it is not necessary to address ELANDIA's argument that JOSE raped her and was dispossessed of the Oak Street property due to his own abusive conduct.

On October 4, 2024, this Court entered an Order that transformed ownership of the Oak Street property from a joint tenancy to a tenancy in common. At all times between October 4, 2024, and the present, the Oak Street property has remained in the exclusive possession of ELANDIA. Thus, during the pendency of the parties' tenancy in common, JOSE should be entitled to receive a rental value credit totaling \$1,350.00/month. For the four (4) months during which ELANDIA enjoyed exclusive possession as a tenant in common, a total rental value of \$5,400.00 must be considered in our owelty analysis.

JOSE and ELANDIA were equal co-owners of the Oak Street property. One-half of the appraisal fee paid by JOSE and one-half of the rental value the property generated would accrue to the benefit of each co-owner. In terms of awarding credit, the one-half of JOSE's owelty that benefitted ELANDIA would be \$2,950.00. We will award JOSE with a credit in that amount.

B. Owelty request by ELANDIA

Both in October and November, ELANDIA alleged entitlement to a plethora of different credits. She requested credits for all mortgage payments she made following separation. She also requested credits for improvements and repairs she procured for the Oak Street property. In addition, she sought credits for items she says she paid prior to the parties'

separation. We will separately address each category of owelty sought by ELANDIA.

(1) Mortgage

ELANDIA has paid the mortgage encumbering the Oak Street property since the parties separated. Her monthly payment of \$737.86 includes taxes and insurance on the property. We will use April 1, 2020, as the separation date. Thus, ELANDIA paid fifty-eight (58) monthly mortgage payments totaling \$42,795.88. One-half of these payments benefitted JOSE. We will award an owelty credit to ELANDIA of \$21,397.94 representing one-half of the mortgage payments made by ELANDIA.

(2) Repairs/Improvements to the House

ELANDIA presented testimony and receipts reflecting amounts she purportedly paid to repair or improve the Oak Street property. JOSE agreed that the following amounts should be reimbursed to ELANDIA as owelty:

- \$1,479.72 for flooring⁴
- \$19.86 for a hasp lock
- \$6.81 for caulking
- \$5.98 for a switch
- \$89.00 for a toilet seat

⁴ This amount was stipulated to at the November 15, 2024, hearing.

- \$19.97 for screws
- \$33.96 for a barrier
- \$380.00 for flooring
- \$88.83 for drywall

The total of all of the agreed upon improvements/repairs is \$2,124.13. One-half of this amount is \$1,062.06. We will award ELANDIA a credit in this amount.

As it relates to additional amounts claimed by ELANDIA, our conclusions are as follows:

- A credit of \$9.51 for a bug zapper will be denied. This item does not improve the value of the property.
- A credit of \$11.97 for a sprayer will be denied because that item does not improve the value of the property.
- A credit of \$52.97 for a lamp will be denied because that item does not improve the value of the property.
- A credit of \$24.35 for a lamp will be denied because that item does not improve the value of the property.
- A credit of \$33.86 for a lamp will be denied because that item does not improve the value of the property.
- A credit for plants and a “push pop fruit frenzy” because those items do not improve the value of the property.

- A credit of \$35.85 for “casing” will be denied because insufficient evidence was produced regarding that item and whether it increased the value of the property.
- A credit of \$20.58 for a tote will be denied because that item does not improve the value of the property.
- A credit of \$215.21 for various items, including a cat sander and a fire extinguisher will be denied because those items do not improve the value of the property.
- Most of the invoice submitted dated August 14, 2020, totaling \$638.88 is included in the amounts set forth above that were agreed upon as owelty. The remaining items on said receipt are denied because insufficient evidence was presented that they increased the value of the property.
- A credit of \$369.94 for a lawnmower will be denied because that item does not improve the value of the property.
- A credit for tools in the amount of \$224.69 will be denied because those items do not improve the value of the property.
- A credit of \$380.36 on an invoice dated May 25, 2021, is denied because insufficient evidence exists regarding said items.

(3) Expenses Incurred Prior to Separation

ELANDIA seeks owelty for amounts she paid to improve the property prior to the parties' separation. The most notable amount sought by ELANDIA was \$800.00 for a water heater. In addition, both parties claim that they expended funds at the time of the purchase of the property. In particular, ELANDIA seeks reimbursement for \$3,753.00 that she purportedly paid in closing expenses related to the purchase of the property in 2018. Finally, many of the invoices submitted by ELANDIA were dated in 2019 and 2020, prior to April.

We will not be awarding either party with credits for anything either paid prior to separation. Said pre-separation payments were essentially gifts to the joint venture. Neither party should be entitled to receive credits for amounts expended during a period of time when each had full access to the property.

C. Recapitulation Regarding Owelty

As outlined above, JOSE is entitled to net owelty of \$2,950.00 and ELANDIA is entitled to net owelty of \$22,460.00. Deducting JOSE's owelty from that of ELANDIA yields a total net owelty owed to ELANDIA of \$19,510.00. This amount will be considered in our calculation of what ELANDIA will be required to pay to retain the Oak Street property.

D. Amount Needed for ELANDIA to Purchase the Property

According to the unrebutted appraisal of Benjamin Weaver, the Oak Street property is valued at \$153,000.00. A mortgage balance exists of \$62,241.86. Deducting the mortgage balance from the appraised value reveals a net value of \$90,758.14. As equal co-owners of said property, both ELANDIA and JOSE own an equal one-half share of this net value; each share should be valued at \$45,379.07.

As calculated above, ELANDIA is entitled to a net owelty credit of \$19,510.00. We will apply that owelty credit to reduce ELANDIA's purchase price obligation. Thus, ELANDIA would need to pay JOSE \$25,869.07 in order to purchase his interest in the Oak Street property.

E. Logistics of Purchase

We recognize that 531 Oak Street has been ELANDIA's primary residence since April of 2020. We also recognize that ELANDIA may not have \$25,869.07 in cash to pay to JOSE. Based upon everything presented during the course of this litigation, this Court would like to afford ELANDIA with a meaningful opportunity to acquire the property. As a practical matter, this will require time.

We will afford ELANDIA with one (1) year from the date of this Order to pay JOSE \$25,869.07. We hope that during this period of time, ELANDIA will be able to save money and/or acquire financing necessary to buy

JOSE's interest in the property. Until she does so, we will prevent JOSE from taking action to force a sale of the property.

Because there is time value to money, we will add interest at the rate of six percent (6%) per annum⁵ to the purchase price that ELANDIA will be required to pay. This interest will be added at the rate of one-half (1/2) of one (1) percent per month until ELANDIA pays what is owed to purchase the Oak Street property.

F. Sale of Property

In the event that ELANDIA cannot pay \$25,869.07 within one (1) year from today's date, then the real estate at 531 Oak Street must be offered for sale. JOSE shall be entitled to select a qualified real estate agent to market and sell the property. ELANDIA will be required to cooperate with the realtor regarding the sale. The sales price shall be agreed upon by the parties. In absence of an agreement, the real estate agent hired by JOSE will be authorized to establish a list price for the property.

When the property is sold, the existing mortgage is to be paid off. From the net proceeds, ELANDIA is to be entitled to the first \$19,510.00 as owelty. After payment of the first \$19,510.00 to ELANDIA, the remaining net proceeds are to be divided equally between JOSE and ELANDIA.

⁵ Six percent (6%) is the default legal interest rate. In addition, it is close to the current market interest rate of 5.85%.

IV. CONCLUSION

From the beginning of this dispute, ELANDIA has professed not to understand how it is possible that JOSE could possibly possess any interest in "her house." ELANDIA has chosen not to be represented by counsel, and she has attempted on multiple occasions to hide behind a shield of ignorance in order to avoid Court Orders and legal requirements pertaining to this litigation. Given this past history, we have little doubt that ELANDIA will be tempted to respond to this Opinion and Order with passive resistance. We warn her not to do so.

ELANDIA needs to remember that she voluntarily purchased real estate in 2018 with JOSE. She needs to internalize that it was her choice that led to JOSE's status as a joint owner of 531 Oak Street. Yes. The Oak Street property has been occupied and preserved largely through ELANDIA's efforts since 2020. However, the jointly owned property has appreciated in value due to inflation and a robust Lebanon County real estate market. Like it or not, JOSE is entitled to benefit from the increase in value of real estate he owns.

Today, this Court has bent over backwards to afford ELANDIA with a meaningful opportunity to purchase JOSE's interest in the Oak Street property. We even afforded her with one (1) full year to develop a means to purchase JOSE's one-half ownership interest in the property. While we expect that ELANDIA will be livid when she reads that she will be required to pay JOSE \$25,869.07 plus interest at 6% per annum, we remind

ELANDIA that when said amount is paid, she will be the exclusive owner of 531 Oak Street. As the property increases in value going forward, she will be the sole beneficiary of that appreciation in value.

ELANDIA should immediately begin searching for financing or other means to pay JOSE the amount set forth in this Opinion. ELANDIA should recognize that if she delays or employs passive resistance, she will ultimately lose that house when the Court Ordered sale process kicks in one (1) year from today's date. In short, ELANDIA should not ignore the terms of this Order or attempt to plead ignorance about its requirements.

If the above is not clear enough, we will conclude by saying this:

If ELANDIA does not pay JOSE \$25,869.07 plus 6% per annum interest within one (1) year from the date of this Order, the 531 Oak Street property will be sold and she will lose the ability to live in that home.

We hope that ELANDIA accepts and internalizes the reality outlined above.