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STATE OF MICHIGAN

COURT OF APPEALS

ANITA LANCTOT, as the Personal Representative of the ESTATE OF SHIRLEY ANN PAGE,

Plaintiff-Appellant,

v

JESSICA RAE HARLESS and EUGENIA HARLESS,

Defendants-Appellees.

UNPUBLISHED
October 14, 2026
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No. 376477
Oakland Circuit Court
LC No. 2024-208890-CH

Before: GADOLA, C.J., and O'BRIEN and MARIANI, JJ.

PER CURIAM.

Plaintiff, the Estate of Shirley Ann Page, by its personal representative, Anita Lanctot, appeals as of right the trial court's order granting defendants, Jessica Rae Harless and Eugenia Harless,[1] summary disposition under MCR 2.116(C)(10) for plaintiff's claims for quiet title and deed reformation. We affirm.

I. FACTS

Anita Lanctot (plaintiff) is the daughter of Shirley Ann Page (Page), and she is the only legal heir to the Estate. Jessica Rae Harless (Jessica), although not related to Page, regarded Page as her grandmother.

On November 30, 2012, Page executed and recorded a deed to herself and Jessica for 212 Hickory Drive, Troy, MI 48083. The operative language of the deed states:

> KNOW ALL PERSONS BY THESE PRESENTS: That SHIRLEY ANN PAGE, a single woman

[1] Eugenia is Jessica's mother.

* * *

> Quit claim(s) to SHIRLEY ANN PAGE, a single woman and JESSICA RAE HARLESS, a single woman, not as tenants in common, but with full rights of survivorship.

Page died on September 12, 2023, and plaintiff commenced this civil action on July 31, 2024, for statutory conversion, rescission, reformation, quiet title, and identity theft. Relevant to this appeal, plaintiff alleged that she was entitled to reformation of the deed and quiet title to the property because the deed did not create a joint tenancy and, therefore, it created a tenancy in common. The parties filed competing motions for summary disposition, and, on June 6, 2025, the trial court granted partial summary disposition to Jessica on the claims of quiet title and reformation because the phrase, "full rights of survivorship" in the deed was sufficient to create a joint tenancy with Jessica with rights of survivorship. On July 1, 2025, the trial court found it did not have jurisdiction over the remaining claims, closed the case, and transferred the remaining claims to the district court.

This appeal followed.

II. DISCUSSION

Plaintiff contends that the trial court erred by granting Jessica partial summary disposition on the quiet title and reformation claims and finding that the deed for 212 Hickory Drive created a joint tenancy. We disagree.

"This Court reviews de novo a trial court's decision on a motion for summary disposition." *Wengel v Wengel*, 270 Mich App 86, 90; 714 NW2d 371 (2006). Further, a motion for summary disposition under MCR 2.116(C)(10) tests the factual support for the plaintiff's claims. *Anderson v Transdev Servs, Inc*, 341 Mich App 501, 506; 991 NW2d 230 (2022). Summary disposition is appropriate under MCR 2.116(C)(10) when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 160; 934 NW2d 665 (2019). In reviewing such a motion, a court considers the pleadings, affidavits, depositions, admissions, and documentary evidence in the light most favorable to the nonmoving party. *Patrick v Turkelson*, 322 Mich App 595, 605; 913 NW2d 369 (2018). A genuine issue of material fact exists when the record leaves open an issue on which reasonable minds could differ. *Id*. A trial court may not weigh the evidence, make findings of fact, or make credibility determinations when deciding a motion for summary disposition. *Id*.

"Actions to quiet title are equitable, and this Court reviews de novo equitable decisions." *Wengell*, 270 Mich App at 91. "A deed is a contract, and the proper interpretation of the language in a deed is therefore reviewed de novo on appeal." *In Re Rudell Estate*, 286 Mich App 391, 402-403; 780 NW2d 884 (2009) (citations omitted). " 'The general rule is that courts will follow the plain language in a deed in which there is no ambiguity.' " *Minerva Partners, Ltd v First Passage, LLC*, 274 Mich App 207, 216; 731 NW2d 472 (2007) (citation omitted).

Plaintiff argues that the trial court erred when it concluded that the deed for 212 Hickory Drive created a joint tenancy. Our legislature has established that "[a]ll grants and devises of lands, made to 2 or more persons, except as provided in the following section, shall be construed

to create estates in common, and not in joint tenancy, unless expressly declared to be in joint tenancy." MCL 554.44. The statute does not require any specific words to create a joint tenancy; however, the statute does require that the grantor's intent be clearly expressed in the instrument. *Id*.

Plaintiff relies on *Taylor v Taylor*, 310 Mich 541; 17 NW2d 745 (1945) to argue that the words "joint" or "jointly" are required to appear in the grant or devise in order to create a joint tenancy. However, even though *Taylor* involved a deed that used the word "jointly" in its opening paragraph, our Supreme Court held that the deed in that case did not create a joint tenancy because the following paragraphs of the deed did not mention the terms joint tenants, survivor, or tenants in common, which made it unclear what the intent of the grantor was. *Id*. The Court in *Taylor* reiterated that it is the "clear intent of the grantor" that determines what type of tenancy a deed conveys, not the use of any magic words. *Id*. at 552-554. Additionally, in *Kemp v Sutton*, our Supreme Court illustrated the standard as follows:

> It is true he did not employ the term 'joint tenancy,' but we do not consider such to be the test. He expressly declared his purpose and, by apt provision, created a joint tenancy, and this should prevail unless the statute requires that the tenancy be construed as one in common in spite of the terms of the devise, and because testator did not attach the talismanic words 'this is a joint tenancy.' [*Kemp v Sutton*, 233 Mich 249, 258; 206 NW 366 (1925)].

As described by our Supreme Court in *Kemp*, Michigan courts do not require the specific words "joint" or "joint tenancy" to be used to create a joint tenancy. *Id*. The controlling inquiry is whether the grantor clearly expressed an intent to create a joint tenancy. *Id*.

In the current case the trial court held that, "The language of the deed is clear, as it states, 'Quit Claims to SHIRLEY ANN PAGE . . . and JESSICA RAE HARLESS . . . not as tenants in common, but with full rights of survivorship.' " The trial court further elaborated that "it does not appear the term 'jointly' is a requirement—rather, the drafter's intent of survivorship must be clear."

Plaintiff argues that the term "joint" is required to overcome the presumption of a tenancy in common, but as the caselaw demonstrates, only a clear demonstration of intent to create a joint tenancy is required. Further "a joint tenancy with full rights of survivorship is created by express language directly referencing words of survivorship . . . ." *Wengel*, 270 Mich App at 94, citing *Albro v Allen,* 434 Mich 271, 275; 454 NW2d 85 (1990). In *Schultz v Brohl*, 116 Mich 603, 604-605; 74 NW 1012 (1898) our Supreme Court held that a joint tenancy was created, with no use of the terms "joint" or "jointly," by the survivorship language, "to them and the survivor of them." Page used the terms "not as tenants in common" and "full rights of survivorship" in the deed, which, by their plain language, created a joint tenancy with rights of survivorship. If there was any uncertainty of intent when analyzing the deed language, the phrase "not as tenants in common" clearly rebuts the presumption that the grantor intended to create a tenancy in common.

Because the language of the deed for 212 Hickory Drive is unambiguous, there is no genuine issue of material fact that required a trial. The trial court did not need to go beyond the plain language of the deed to determine that Page's intent was to create a joint tenancy.

Affirmed.

/s/ Michael F. Gadola
/s/ Colleen A. O'Brien
/s/ Philip P. Mariani