

SUMMARY STATEMENT

VanRenselaar v. Batres, Docket No. 51451

This appeal concerns fraud and the Idaho Property Condition Disclosure Act (Disclosure Act). The VanRenselaars purchased an old home from the Batreses. During the sale, the Batreses provided the VanRenselaars with a property disclosure form as required by the Disclosure Act. In the form, the Batreses indicated that they hadn't made any alterations without a building permit, and that the improvements they made were structurally sound. This was incorrect. The VanRenselaars discovered that several "improvements" had been built poorly and without proper permits. The faulty construction caused several costly issues with the house, which led to the VanRenselaars suing the Batreses.

At trial, the VanRenselaars claimed that the Batreses had violated the Disclosure Act, breached their contract, breached their implied covenant of good faith and fair dealing, and committed fraud. The jury returned a verdict in the VanRenselaars' favor on all claims except the breach of the implied covenant of good faith and fair dealing claim, finding that that VanRenselaars had prevailed on every other issue. The jury assigned damages to the VanRenselaars for their collective claims, and it also specified the total number of damages recoverable on the fraud claim. However, after the trial, the district court ruled that the Disclosure Act claim was barred by the statute of limitations, and that the VanRenselaars could not collect attorney fees because they had not prevailed on the case as a whole. Nevertheless, the trial court upheld the jury's verdict as to the rest of the VanRenselaars' claims. The Batreses appealed, and the VanRenselaars cross-appealed.

On appeal, the Batreses challenged the district court's denial of their motions for directed verdict and judgement notwithstanding the verdict regarding the VanRenselaars' fraud and breach of contract claims. The Batreses also argued that the jury verdict could not stand without the Disclosure Act claim. And they sought attorney fees on appeal. The VanRenselaars contended that the district court erred in dismissing their Disclosure Act claim. They also asserted that the lower court erred in denying their request for attorney fees, and they also sought attorney fees on appeal. The Idaho Supreme Court affirmed in part and reversed in part. The Court affirmed the district court's denial of the Batreses' motions for directed verdict and judgment notwithstanding on the VanRenselaars' fraud claim. And the Court held that the Batreses' appeal regarding the breach of contract claim was moot as the entire jury verdict award could be supported by the VanRenselaars' fraud claim. But the Court held that the district court erred in dismissing the VanRenselaars' Disclosure Act claim. Therefore, the Court held that the district court erred in denying the VanRenselaars' request for attorney fees, and the Court awarded the VanRenselaars attorney fees on appeal as well. The case was then remanded to the trial court to determine the amount of attorney fees to be awarded to the VanRenselaars for the trial of the case.

******This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.******