

STATE OF MAINE
SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT

LAW COURT DOCKET NO.: CUM-26-38

BREE A. BLALOCK, et al.,

Appellees,

v.

BIRCHLANE, LLC,

Appellant.

ON APPEAL FROM THE SUPERIOR COURT
CUMBERLAND COUNTY
DOCKET NOS.: AP-2024-053 and AP-2024-054

BRIEF OF APPELLEES

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INTRODUCTION

This case involves a renter seeking an apartment, who paid a security deposit and pro-rated first month's rent up front, only to arrive at the unit, child in tow, to discover it was uninhabitable. After the apartment owners refused to return her security deposit and first month's rent, the parties filed competing small claims cases – the potential renter seeking return of her prepaid funds; the apartment owner seeking lost rent as well as brokerage fees and marketing expenses.

The Small Claims Court found for the potential renter and awarded her the return of her security deposit and prepaid rent. On appeal to the Superior Court the first time, the Superior Court found that the Small Claims Court erred in determining that there was no contract between the parties and remanded. On remand, the Small Claims Court made additional findings of fact and entered judgment for the prospective renter, finding that her claim sounded in unjust enrichment and that the apartment owners failed to establish that there was a meeting of the minds between the parties. The apartment owners again appealed to the Superior Court.

On appeal for the second time, the Superior Court found that the lease agreement was not enforceable, and that the renter made out a claim for unjust enrichment. The apartment owners again appealed, bringing us here.

STATEMENT OF THE CASE

In July of 2023, Appellee, Bree Ana Blalock (“Blalock”), sought to rent an apartment in Portland from Appellant, Birchlane, LLC (“Birchlane”), and on July 28, 2023, she paid Birchlane \$1,612.90 in prorated rent for the month of August and \$2,000.00 as a security deposit. (*See* Hearing Transcript (“HT”) at 11:1 to 11:5.). Julianne Majewski (“Majewski”) served as the co-signer for the lease. (HT at 12:7 to 12:11) (Appendix (“App.”) at 37).

On August 7, 2023, Blalock and her child arrived on the premises, ready to move into the apartment, but found it to be in an uninhabitable condition: there were cockroaches in the kitchen, a gaping hole in an exterior wall that was left unfinished, plumbing fixtures broken off the wall, mold in one of the rooms, and insect infestations in others. (HT at 9:3 to 9:25) (App. 25 and 80-81.).

Immediately upon discovering the condition of the apartment, Blalock informed Birchlane’s representative of the conditions, who responded by telling Blalock that she could purchase materials and equipment and do the repairs herself. (HT 9:18 to 9:25.). The representative also indicated that there would be no issue canceling the lease since Blalock never received keys and never moved in. (HT 10:4 to 10:16.). Blalock never took possession of the uninhabitable space, never accepted keys to the unit, and left the premises. (HT 10:6 to 10:10 and 28:20 to 29:1). Blalock

was therefore required to obtain alternate housing for her and her child on extremely short notice. (HT 10:9 to 10:10.).

Thereafter, Blalock requested that Birchlane refund her security deposit and the pro-rated rent for August that she had previously paid. (HT 13:22 to 14:3) (App. 75-76.). Birchlane refused to refund either. *Id.*

PROCEDURAL HISTORY

On February 15, 2024, Blalock filed a Statement of Claim in Small Claims Court seeking \$4,190.41 in damages from Birchlane as a direct result of the apartment being uninhabitable. (App. 29.). Also on February 15, 2024, Birchlane filed a Statement of Claim in Small Claims Court against Blalock and Majewski, seeking \$4,250.00 in “lost rent ... as well as brokerage fees and marketing expenses” for “default[] and breach[] [of] the lease.” (App. 28.). The matters were consolidated for hearing, which was held on August 1, 2024. Birchlane appeared with counsel; Blalock was *pro se*. (HT 1:17 to 1:21.).

Following the conclusion of the hearing, the Small Claims Court entered judgment in favor of Blalock and against Birchlane in both matters, awarding Blalock \$3,612.88. (App. 31.). In its judgment, the Small Claims Court found that there was no contract, and that Blalock was therefore entitled to a refund of the amounts she pre-paid to Birchlane. (App. 15 and 17.).

Birchlane appealed both judgments to the Superior Court. (App. 4 and 7.).

On June 4, 2025, the Superior Court entered its Decision, finding that there was a contract, reversing the judgments of the Small Claims Court, and remanding the matters for further proceedings consistent with the Decision. (App. 19.).

On July 7, 2025, the District Court issued its Judgment in both small claims matters. (App. 23.). In *Birchlane, LLC v. Blalock*, the court found that, “Regardless of whether there was an executed contract between the parties ... Birchlane failed to introduce any evidence of damages at trial.” See Judgment, PORDC-SC-2024-156, 7/7/2025, at ¶ 2.¹ The District Court went on to note that:

Plaintiff’s witness testified that Birchlane, LLC, agreed to release the defendants from any responsibility under the contract except for the prorated first month’s rent and the security deposit, thereby waiving Birchlane, LLC’s claim for other categories of damages. ... Birchlane, LLC has failed to establish that it sustained any damages from [Blalock’s] alleged breach of contract.

Id. at ¶ 3 (emphasis added). The District Court in that case entered judgment for Blalock and Majewski. *Id.*

In *Blalock v. Birchlane, LLC*, the District Court determined that “Birchlane, LLC failed to establish that there was a meeting of the minds between the parties ... [and] [a]s there was no meeting of the minds, Birchlane, LLC failed to meet its burden of proof on its affirmative defense.” (App. 26-27.). The District Court in that matter entered judgment for Blalock in the amount of \$3,612.88. *Id.*

¹ - This judgment was not included within the Appendix.

On or about July 29, 2025, Birchlane filed a joint Notice of Appeal in the two District Court matters, which the Superior Court consolidated on appeal. (App. 5 and 8.).

On December 11, 2025, the Superior Court rendered its decision, affirming the District Court's July 7, 2025, judgments. (App. 31.). In its decision, the Superior Court determined that the lease agreement was not enforceable and that Blalock was entitled to recover based on unjust enrichment.

Birchlane then appealed to the Law Court, resulting in the within appeal.

SUMMARY OF ARGUMENT

The District Court's judgments were sound and not arbitrary, capricious or unreasonable. It correctly found that there was no valid contract between the parties as there was no meeting of the minds, and that Blalock is entitled to judgment based on unjust enrichment.

The District Court did not err in finding that there was no valid contract between them, nor did it err in determining that Blalock was able to recover under a theory of unjust enrichment.

Furthermore, the District Court's actions in conducting the Small Claims trial were appropriate and in compliance with the applicable Rules and law.

Accordingly, the Superior Court's judgment upholding the District Court's judgments should not be disturbed on appeal.

ARGUMENT

I. Standard of review.

Where an appealing party does not demand a jury trial on any issues, the Law Court addresses only legal issues, which it reviews *de novo*. *Portfolio Recovery Assoc., LLC v. Bickford*, 2017 ME 140, ¶ 9, 166 A.3d 986, 988. *See also Yarcheski v. P&K Sand & Gravel, Inc.*, 2015 ME 71 ¶ 5, 117 A.3d 1047, 1049 (“When a plaintiff appeals from a small-claims judgment, appellate review is limited to questions of law.”), M.R.S.C.P. 11(d)(1) and (2). “When, as here, the Superior Court acts in its appellate capacity, [the Law Court] review[s] the decision of the District Court directly for abuse of discretion, errors of law, or findings not supported by the evidence.” *Franklin Printing v. Harvest Hill Press*, 2002 ME 116, ¶ 5, 801 A.2d 1004, 1006 (*citing Rockland Plaza Realty Corp. v. City of Rockland*, 2001 ME 81, ¶ 7, 772 A.2d 256, 259).

II. The District Court’s judgments were not arbitrary, capricious, or unreasonable.

“The Superior Court will affirm a small claims judgment unless the judgment was ‘arbitrary, capricious or unreasonable’ based on the evidence in the record on appeal presented as a whole.” *Derice v. Azer*, 2017 ME Super. LEXIS 40 *2, CUM-AP-2016-039, *quoting Manzo v. Reynolds*, 477 A.2d 732, 733 (Me. 1984). Viewing

the totality of the evidence, the District Court’s decision was not arbitrary, capricious or unreasonable, and should not be disturbed on appeal.

Among the relevant evidence to be considered, the District Court found that: “Birchlane, LLC was still negotiating with Ms. Blalock, even up to the point that she arrived to take possession of the unit,” based on the fact that Birchlane had requested to push back the move-in date, and “Ms. Blalock did not agree to change the move-in date unless Birchlane, LLC provided a place for her to stay.” (Judgment, PORDC-SC-2024-156, 7/7/2025, at p. 3.) “[O]n August 7, 2023, the parties continued to negotiate the move-in conditions, as Ms. Blalock requested that certain items be addressed.” *Id.* Ms. Blalock was allowed to enter the apartment only in the afternoon, but was not allowed to actually move in, as the cleaner was still in the apartment. *Id.*

“Birchlane, LLC never stopped advertising the apartment, which it typically would have done if it had executed the lease.” (App. 26.). “In addition, Birchlane, LLC never tendered the keys to Ms. Blalock.” *Id.* And, critically, “[T]he contract was not fully executed on August 7, 2023.” (Judgment, PORDC-SC-2024-156, 7/7/2025, at p. 3.). All of those findings are supported by competent evidence in the record, as the District Court repeatedly cited to in its Judgments with transcript and exhibit references. Because each of these factual findings are all well-supported by record evidence, none of them are “clearly erroneous,” and they cannot be set aside. *See* M.R. Civ. P. 76D.

Examining this evidence in its entirety, the District Court was bound by the law to conclude that there was no meeting of the minds between the parties, and therefore no valid contract. *See Dom J. Moreau & Son, Inc. v. Fed. Pac. Elec. Co.*, 378 A.2d 151, 153 (Me. 1977) (“[A]llegations of a meeting of the minds, consideration, and mutuality of obligations state a legally enforceable contract.”). *See also Akerley v. Lammi*, 217 A.2d 396, 398 (Me. 1966), and *Bryant’s Pond Steam-Mill Co. v. Felt*, 87 Me. 234, 238, 32 A. 888, 889 (Me. 1895).

III. Blalock is entitled to judgment under a theory of unjust enrichment.

“A claimant for unjust enrichment must prove that ‘(1) it conferred a benefit on the other party; (2) the other party had appreciation or knowledge of the benefit; and (3) the acceptance or retention of the benefit was under such circumstances as to make it inequitable for it to retain the benefit without payment of its value.’” *E. Me. Med. Center v. Walgreen Co.*, 2025 ME 10, ¶ 20, 331 A.3d 380 (quoting *Tucci v. City of Biddeford*, 2005 ME 7, ¶ 14, 864 A.2d 185).

In order to prevail on a claim for unjust enrichment, Blalock must prove, by a preponderance of the evidence, that: (1) she conferred a benefit on Birchlane; (2) Birchlane had appreciation or knowledge of the benefit; and (3) the acceptance or retention of the benefit was under such circumstances as to make it inequitable for it to retain the benefit without payment of its value. *See Forrest Assoc. v.*

Passamaquoddy Tribe, 2000 ME 195, ¶ 14, 760 A.2d 1041, 1045-46. *See also Aladdin Elec. Assoc. v. Town of Old Orchard Beach*, 645 A.2d 1142, 1144 (Me. 1994).

The benefit conferred upon Birchlane is clear: Blalock paid Birchlane \$3,612.88 in security deposit and pro-rated first month's rent. Birchlane was clearly aware that it received the benefit as it accepted and deposited those funds. Crucially here, it would have been inequitable for Birchlane to retain the money prepaid by Blalock in anticipation of renting a habitable apartment when Birchlane failed to provide adequate housing on the date and time originally promised. Or, as the Superior Court correctly put it, "Birchlane's retention of the funds is inequitable, considering that the lease agreement is unenforceable and Blalock never took possession of the apartment." (App. 36.).

The District Court's conclusions on these elements are factual findings which cannot be set aside as clearly erroneous unless there is no competent evidence in the record to support them. *Aladdin Elec. Assoc.*, 645 A.2d at 1144, *citing Estate of White*, 521 A.2d 1180, 1183 (Me. 1987). Here, the record is replete with evidence supporting the District Court's factual findings that Blalock conferred a financial benefit on Birchlane; that Birchlane was aware of that benefit; and that, under the circumstances, it was inequitable for Birchlane to retain that benefit. Since Birchlane was still actively advertising the apartment and

incurred no brokerage fees (HT 58:17 to 59:11), Birchlane would have benefited to the tune of \$3,612.88 while at the same being able to re-rent the same place to a new tenant, resulting in an inequitable situation of double-dipping.

Accordingly, as the District Court correctly decided, Blalock met her burden of proof on a claim for unjust enrichment, and the District Court's decision should not be overturned.

IV. The Small Claims Court procedures were proper.

Appellant claims error in the Small Claims Court's procedures and the fact that the court participated in creating the record, despite the fact that the Small Claims Court's actions were in full compliance with the Maine Rules of Small Claims Procedure and applicable caselaw.

The Rules of Evidence, save for those regarding privilege, do not apply to Small Claims actions. *See* Rule 6(b), M.R.S.C.P. *See also Portfolio Recovery Assoc., LLC v. Bickford*, 2017 ME 140, ¶ 12 ("Under M.R.S.C.P. 6(b), the Maine Rules of Evidence, other than those with respect to privilege, do not apply in small claims proceedings.") The court reminded counsel for Birchlane of this during the proceedings: "[A]s you know, rules of evidence don't apply to small claims actions." (HT 15:20 to 15:21.)

"Small claims proceedings are governed by separate, succinct procedural rules' promulgated by the Law Court." *Wall v. Rogers*, 2025 Me. Super. LEXIS

54, *2 (*quoting Midland Funding LLC v. Walton*, 2017 ME 24, ¶ 16, 155 A.3d 864, 868).

The fact that the court participated in questioning the witnesses was not only not improper, but it was actually required by the Rules and applicable caselaw.

“The court *shall* assist in developing all relevant facts.” M.R. S.C. P. 6(b) (emphasis added). *See also Ring v. Leighton*, 2019 ME 8, ¶ 13, 200 A.3d 259, 263 (“[T]he presiding judge is *required* to ‘assist in developing all relevant facts.’” (emphasis added), *quoting* M.R.S.C.P. 6(b)).

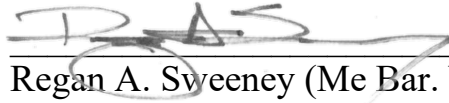
By asking questions of both parties’ witnesses, the trial court did just that, and conducted itself according to the applicable Rules. Accordingly, it did not err or abuse its discretion by questioning witnesses or actively participating in the development of the record.

CONCLUSION

Appellees assert, as set forth herein, that the Superior Court’s decision was not arbitrary, capricious or unreasonable; and that the Superior Court did not err or abuse its discretion in finding that there was no contract, nor in awarding Blalock a refund of her security deposit and pre-paid pro-rated rent.

The Superior Court acted accordingly in finding for Appellees in both cases, and its judgments should be affirmed.

Respectfully submitted this 23rd day of June, 2026.

A handwritten signature in dark ink, appearing to read 'RAS', is written over a horizontal line.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 23, 2026, a true and correct copy of the within and foregoing Brief of Appellees was served upon counsel for Appellant as follows:

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