Circuit Court for Prince George's County
Case No.: CAL20-13608

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 974

September Term, 2023

DSS HOMES, LLC

v.

PAUL D. COOPER, ET AL.

Beachley,
Tang,
Battaglia, Lynne A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Beachley, J.

Filed: May 20, 2025

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

After a jury trial in the Circuit Court for Prince George's County, DSS Homes, LLC ("DSS Homes"), appellant, was found liable for breach of contract and for violating the Maryland Consumer Protection Act, Md. Code Ann. (1975, 2013 Repl. Vol.), § 13-101 *et. seq.* of the Commercial Law Article ("MCPA") following the sale of real property to Paul Cooper and Crystal Clark, appellees. On appeal, DSS Homes maintains that the court erred in denying its motions for judgment and for judgment notwithstanding the verdict. We disagree and shall affirm the judgment of the circuit court.

BACKGROUND

In December of 2019, DSS Homes purchased real property located at 8507 Wendy Street, in Clinton, Maryland (the "Property") at a foreclosure auction. On March 3, 2020, appellees entered into a residential contract of sale to purchase the Property from DSS Homes (the "Contract"). In accordance therewith, the parties executed a Residential Property Disclaimer Statement where DSS Homes declared that it did not have actual knowledge of any latent defects on the Property.

The next day, appellees obtained a home inspection from Certified Termite and Home Inspection Co., who discovered spray painted ceilings and walls "possibly concealing moisture stains and other defects" in the basement of the home. That inspection report also noted signs of moisture and mold in the basement and concluded that "further evaluation" was appropriate. Accordingly, appellees hired Safety First Home Inspections & Decon, Inc. ("Safety First") to conduct a mold inspection. Safety First identified several problems, including signs of microbial growth, water damage, musty odor/dampness, water

stains, and cracks and deteriorated caulk or grout at several windows. Appellees testified that Safety First described the mold as a "surface-level issue." Further, Safety First indicated that appellees could conduct an additional air quality test, but that remediation to just a few "small areas" in the basement, estimated to cost about $100, would "take care of the problem[.]"

Appellees elected to move forward with Safety First's treatment plan. On March 24, 2020, Safety First completed the remedial work, and on April 17, 2020, appellees closed on the Property. The day after closing, appellees noticed mold growing on furniture left by DSS Homes and under carpet in the basement. On April 22, 2020, appellees hired All-N-Construction, Inc. to inspect the Property. All-N-Construction identified a significant amount of mold in the basement. Evidence of mold was found on baseboards, on the back of drywall, on the wall behind a refrigerator, and in the bathroom. All-N-Construction suggested that appellees hire an environmentalist to further evaluate the problem.

Accordingly, appellees hired Madison Taylor Indoor Environmental ("Madison Taylor") to conduct mold remediation. On April 27, 2020, the owner of Madison Taylor, John Taylor, inspected the house and found extensive mold and an associated "pretty serious air quality issue in the house." Mr. Taylor advised appellees to vacate the home for remediation. Mr. Taylor deconstructed and remediated the home and thereafter returned to confirm it was safe to occupy the house. All-N-Construction then rebuilt "everything that was torn down."

On July 17, 2020, appellees filed a complaint against DSS Homes and Safety First. In their complaint, appellees asserted claims of breach of contract, negligent misrepresentation, and MCPA violations against DSS Homes and claims of negligence and MCPA violations against Safety First. In relevant part, appellees asserted that DSS Homes breached the Contract by failing to deliver the Property free of latent defects and that DSS Homes violated several provisions of the MCPA by misleading appellees "about the Property's condition by misrepresenting or failing to disclose the serious, widespread and hazardous mold problem at the Property."

On April 19, 2023, the parties appeared for a jury trial. At trial, appellee Crystal Clark testified that after Safety First inspected the Property, they were relieved that the mold issue "turned out to be something so small." She explained that appellees "thought that [they] were in a good spot" after Safety First's remediation and consequently they proceeded to closing.

Hazel Shakur, appellees' real estate agent, testified that prior to closing, DSS Homes' representative, Sam Asgari, acknowledged a "moisture smell" in a text message, but denied that there was mold in the home. Specifically, Mr. Asgari stated:

> I don[']t believe there is any mold downstairs because [I'm] very allergic to mold and would realize it fast. That being said [the] house has been empty for over 3 years so that's probably the cause of moisture smell, which will go away with continuous [HVAC] use.

Ms. Shakur testified that DSS Homes nonetheless declined to provide a certification that the home was free from mold or pay for a mold inspection.

Mr. Taylor testified as an expert in mold inspection and mold remediation and explained that the mold he discovered in the home was significant, including:

> Extensive visible mold in the basement and many locations. Extensive visible mold behind the walls in the basement. Extensive visible mold in bathroom cabinets. Extensive visible mold painted over improperly with KILZ paint, studs, and joist. Extensive mold -- contaminated HVAC system and ductwork. Extensive visible mold behind the fridge and cabinets and kitchen. Visible mold on walls and laundry room, carpet, flooring, and outside the laundry room.

He added that there were two types of "rare" toxic black mold in the home, as well as "a pretty extreme elevation of mold airborne in the house." Finally, Mr. Taylor testified that unless there was a "significant flood that [DSS Homes] just ignored for an entire two weeks to a month," the mold existed in the home when the parties signed the Contract in March of 2020. Mr. Asgari testified that there was no such flood during DSS Homes' ownership of the Property.

Ms. Clark testified that after the sale, they discovered "mold all up the wall behind the refrigerator" and asserted that DSS Homes "had to" have seen the mold because they replaced that refrigerator before closing. Additionally, appellees introduced a photograph of a bucket of "KILZ," a paint primer, discovered in the basement after closing. Mr. Taylor explained that KILZ is a product "made for encapsulating if you have water damage, things you want to cover, stains . . . before you paint." He added, however, that "KILZ is actually a food source for mold" and that painting over mold with KILZ can cause mold to "continue[] to grow behind the wall[.]"

Mr. Asgari testified that DSS Homes did not paint in the basement, and that he was unaware of how the bucket of KILZ got into the home. He added that DSS Homes had no knowledge of the mold behind the refrigerator because the refrigerator was replaced by an appliance company.

Finally, appellees introduced receipts of the costs of remediating, deconstructing and reconstructing the Property, totaling over $60,000. Ms. Clark testified that they paid Mr. Taylor "just north of [$]21,000 for the remediation and deconstruction" and that they paid All-N-Construction "just north of [$]40,000" for restoration work.

At the close of appellees' case, DSS Homes made a motion for judgment, which the court denied.[1] The motion for judgment was renewed and again denied at the close of DSS Homes' and Safety First's defense. Following deliberations, the jury returned a verdict finding DSS Homes liable for breach of contract and for violating the MCPA and awarded appellees $61,768 in damages. Although the jury also found DSS Homes liable for negligent misrepresentation, it found that appellees had contributed to their loss or assumed the risk of solely relying on DSS Homes' statements, thus negating DSS Homes' liability under that count.[2]

[1] The court granted Safety First's motion for judgment as to the MCPA claim asserted against Safety First.

[2] The jury found Safety First not liable for negligence, the only count remaining against Safety First.

The court thereafter denied DSS Homes' motion for judgment notwithstanding the verdict. DSS Homes noted the instant appeal, where it asserts the following three questions for our review:

> 1. Did the [c]ourt err in denying DSS's [m]otion for [j]udgment notwithstanding the verdict based on an inconsistent jury verdict where the jury found DSS liable for failure to disclose the extent of a mold condition, while at the same time, finding that [appellees] either contributed to, or assumed the risk of said mold?
>
> 2. Did the [c]ourt err in failing to grant DSS's [m]otion for [j]udgment where a) [appellees] failed to establish that DSS was on actual knowledge of the mold issue, and b) the evidence established that [appellees] w[ere] patently aware of the mold risks prior to their purchase[?]
>
> 3. Did the [c]ourt err in failing to grant DSS's [m]otion for [j]udgment, where [appellees] failed to establish proof of the reasonableness of their damages and the amount in question was fair and reasonable, based on competent evidence?

For the reasons we shall discuss, we answer each question in the negative, and therefore affirm.

STANDARD OF REVIEW

We review the court's denial of a motion for judgment or a judgment notwithstanding the verdict de novo. *Scapa Dryer Fabrics, Inc. v. Saville*, 418 Md. 496, 503 (2011). Accordingly, "we apply the same analysis as the trial court," viewing "'all the evidence, including the inferences reasonable and logically drawn therefrom, in a light most favorable to the non-moving party.'" *Smithfield Packing Co. v. Evely*, 169 Md. App. 578, 591 (2006) (quoting *Univ. of Balt. v. Iz*, 123 Md. App. 135, 149 (1998)). Furthermore, "[w]e must affirm the denial of a motion for judgment or judgment notwithstanding the verdict if there is 'any evidence, no matter how slight, that is legally sufficient to generate

a jury question.'" *Jones v. State*, 425 Md. 1, 31 (2012) (quoting *C & M Builders, LLC v. Strub*, 420 Md. 268, 291 (2011)). "Put another way, we will reverse the trial court's denial of a motion for judgment or judgment notwithstanding the verdict only if the facts and circumstances permit but a single inference as relates to the appellate issue presented." *Id*.

DISCUSSION

I. The court did not err in denying DSS Homes' motion for judgment notwithstanding the verdict.

DSS Homes maintains that the jury's verdict, which found DSS Homes liable for "breach of contract and violation of the consumer protection act for failure to disclose the mold[,]" and which also found as to the negligent misrepresentation claim that appellees "'contributed to their loss or injuries or . . . assumed the risks of solely relying upon [DSS Home]'s statements[,]'" is "irreconcilably inconsistent" and "must be set aside." Specifically, DSS Homes asserts that "[s]aid verdict is contradictory because the jury seems to find that [appellees] were sufficiently aware of a mold issue . . . while simultaneously concluding that DSS did not specifically advise them of said mold."[3] In response, appellees contend that DSS Homes' motion was properly denied, pointing to evidence indicating that DSS Homes knew of a pervasive mold problem at the Property and that appellees believed that the mold issue was only surface level.

[3] DSS Homes also argues that the jury's verdict in favor of Safety First was irreconcilably inconsistent with its finding that DSS Homes breached the contract. However, the jury could have found that Safety First did not know about the extent of the mold problem and did not have a duty to investigate further while also finding that DSS Homes had actual knowledge of the severe mold problem. These verdicts would not rely on the same evidence and are not related to one another.

"To prevail in an action for breach of contract, a plaintiff must prove that the defendant owed the plaintiff a contractual obligation and that the defendant breached that obligation." *Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001). The contract in the present case included the disclosure requirements found in Md. Code Ann. (1974, 2023 Repl. Vol.), § 10-702 of the Real Property Article ("RP"). Under § 10-702(d), a "vendor" of real property is required to disclose "latent defects of which the vendor has actual knowledge that a purchaser would not reasonably be expected to ascertain by a careful visual inspection and that would pose a direct threat to the health or safety of the purchaser or an occupant[.]" Latent defects are defined as "material defects in real property" that:

> (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
>
> (2) Would pose a direct threat to the health or safety of:
>
> > (i) The purchaser; or
> >
> > (ii) An occupant of the real property, including a tenant or invitee of the purchaser.

RP § 10-702(a). The obligation to disclose known latent defects extends to vendors who opt to sell a property "as is." *See* RP § 10-702(d).

Concerning appellees' separate consumer protection claim, the MCPA prohibits unfair or deceptive trade practices, including making a "[f]alse, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers[,]" or representing that a property has a particular characteristic it does not have, or is of a particular standard that it is not. MCPA § 13-301(1), (2)(i) and (iv).

Here, because DSS Homes declared that there were no known latent defects on the Property, it owed appellees a contractual obligation to deliver the Property free of any known latent defects. On appeal, DSS Homes does not dispute that the second element of a latent defect under RP § 10-702(a) is met under these facts: that the mold in the home posed a direct threat to appellees' health or safety under RP § 10-702(a)(2). Instead, it asserts that appellees failed to prove RP § 10-702(a)(1), that DSS Homes "could have known about the pervasive mold behind the walls[.]" Further, they add that the requirement that the mold "could not have been ascertained by a careful visual inspection is completely belied by the facts" because "[b]oth inspectors and [appellee] found mold."

However, at trial, appellees introduced evidence indicating that DSS Homes was aware of a more serious mold issue on the Property, including an inspection report noting that the walls and ceilings had been spray painted, possibly to "conceal[] moisture stains[,]" testimony that there was mold covering a wall behind a refrigerator DSS Homes replaced in the home, a text message where Mr. Asgari acknowledged a "moisture smell[,]" and a photograph of a bucket of KILZ discovered in the basement. During Mr. Asgari's testimony, he denied that DSS Homes used KILZ in the home but offered no explanation for the presence of the bucket of KILZ.

Moreover, appellees' expert testified that KILZ is specifically used for water damage and for covering up water damage stains. Finally, appellees introduced evidence that they were under the impression that the mold was "surface-level" only, including testimony that Safety First indicated that remediation to just a few "small areas" in the

basement, estimated to cost about $100, would "take care" of the mold problem in the home.

Nor are we persuaded by DSS Homes' contention that, because "[b]oth inspectors and [appellee] found mold[,]" the mold issue in the home could have "been ascertained by a careful visual inspection[.]" The facts indicate that the extent of the mold problem was unknown not only to appellees, but to either of the first two inspection companies. It was not until after closing that a third inspector, All-N-Construction, identified extensive mold in the home. Only then did appellees ascertain the extent of the mold issue in the home. Nor is there any evidence indicating that appellees would have reasonably been expected to appreciate the serious air quality issue by "a careful visual inspection of the real property[.]" RP § 10-702(a)(1). In sum, we cannot say that the evidence did not support the jury's conclusion that DSS Homes breached the Contract or made misleading statements under the MCPA.

In support of its position that the verdicts were irreconcilably inconsistent, DSS Homes relies on *Erdman v. Johnson Bros. Radio & Television Co.*, 260 Md. 190 (1970). *Erdman* was a non-jury case that involved a defective television set that resulted in a fire and loss of property. *Id.* at 193. In that case, the facts indicated that the appellants noticed the television "arcing, smoking, with actual sparks and a burning odor" several times prior to the evening of the fire. *Id*. at 195-96. The trial court "ruled that the appellant's use of the set amounted to contributory negligence" and "therefore the implied warranty of merchantability did not apply." *Id.* at 193-94, 196. On appeal, appellants maintained that

the court erred in finding contributory negligence "because they had been assured by [appellee's] serviceman . . . that the situation was not serious[.]" *Id*. at 204. The Maryland Supreme Court disagreed, holding that "the defect in the set, of which [appellants] had knowledge, could no longer be relied upon by them as a basis for an action of breach of warranty." *Id.* at 200. The Court concluded that "a person cannot rely on another's assurances where he is aware of the danger involved or where the danger is obvious enough that an ordinarily prudent person would not so rely." *Id*. at 204-05.

Erdman is easily distinguishable because it applied contributory negligence principles in a breach of warranty case. The *Erdman* Court relied on the Comments to a Uniform Commercial Code provision relating specifically to implied warranty of merchantability, which provided that "if the buyer did in fact discover a defect in the goods prior to his using them, then the injury suffered from the use of the goods would not proximately result from the breach of warranty." *Id.* at 195 (citing U.C.C. § 2-314 cmt. 13 (Am. L. Inst. 1964)). We see nothing in *Erdman* to suggest that contributory negligence applies to contract actions, let alone MCPA claims. Indeed, as to the breach of contract and MCPA claims, DSS Homes did not request the jury to make any findings as to contributory negligence. In addition, the sole and "obvious" defect in the television set in *Erdman* is much different from the pervasive (and latent) existence of mold located throughout appellees' home.

Instead, we find *Sonnenberg v. Security Mgmt. Corp.*, 325 Md. 117 (1992), instructive. In *Sonnenberg*, the Supreme Court considered "whether a deceit action will lie

where the plaintiffs, who allegedly were fraudulently induced to contract to purchase realty, closed on their transactions after discovery of the fraud." *Id.* at 119. The plaintiffs were individuals who purchased townhouses from the defendant. *Id.* at 119-20. Several years before the plaintiffs purchased the properties, the defendant granted Colonial Pipeline Company an easement to construct an underground oil and gas pipeline just outside the rear edge of the properties. *Id.* at 120. However, the pipeline was actually installed four feet inside the rear edge of the properties. *Id.* The defendant sued Colonial in June 1988, seeking to have the pipeline relocated to within the right of way, "and Colonial counterclaimed to condemn a right of way where the pipeline was actually located." *Id.* "When the plaintiffs contracted to purchase their properties, the encroachment of the pipeline was unknown to them and could not be observed by an inspection of the premises. . . . The plaintiffs first learned of the pipeline encroachment from a letter dated October 25, 1988," informing them that they might be joined as defendants in Colonial's counterclaim. *Id.* The plaintiffs subsequently closed on their home purchases after receiving the October 25 letters, and later filed a complaint against the defendant "alleg[ing] deceit and a violation of the Maryland Consumer Protection Act[.]" *Id.* at 120-21. The plaintiffs explained that they closed on their contracts despite knowledge of the encroachment because, before learning of the encroachment, "plaintiffs made arrangements to move to their new homes, secured loan commitments, and terminated their current living situations, including selling their previous homes." *Id.* at 122.

The Supreme Court held that the plaintiffs' knowledge of the pipeline encroachment

prior to closing did not bar their deceit and MCPA claims as a matter of law. *Id.* at 130. Under Maryland law, "[p]ersons who discover that they have been induced into a contract by fraud must decide, or the law will decide for them, whether unilaterally to rescind the contract or to ratify the contract and seek damages, either affirmatively or by recoupment." *Id.* at 124. "[W]here the allegedly defrauded party has affirmed the contract by conduct and then sued for damages, our cases have permitted a deceit action even though the fraud was discovered while the contract was executory." *Id.* at 125. The *Sonnenberg* Court applied the same principles in holding that the circuit court improperly dismissed the plaintiffs' MCPA claims. *Id.* at 131.

Sonnenberg demonstrates that the verdicts in this case are not irreconcilably inconsistent. The jury could have concluded that DSS Homes was aware of a severe mold problem, and that its failure to disclose the issue induced appellees to enter into the contract. Even assuming that appellees had knowledge of a mold problem while the contract was executory as DSS Homes contends, it would not negate their option to either rescind the contract or ratify the contract and seek damages. *See id.* at 124. The appellees here chose to proceed to settlement and thereafter seek damages. *Sonnenberg* not only authorizes appellees' course of action, but it is particularly persuasive because the Supreme Court applied this rule to a MCPA claim.[4] *Id.* at 131.

[4] *Sonnenberg* explicitly applies to deceit and MCPA actions, but a fair reading of the opinion leads us to conclude that its holding likely applies to contract actions as well. We need not decide this issue, however, as the jury's verdict as to the contract claim is (continued)

We also note that DSS Homes did not request the court to instruct the jury on contributory negligence and/or assumption of the risk as to appellees' MCPA (or contract) claim, nor did it request the jury to make such finding on the verdict sheet.[5] Nor did DSS Homes argue in its closing argument that contributory negligence and/or assumption of risk barred appellees' MCPA and contract claims. Thus, although the jury expressly found contributory negligence and/or assumption of the risk as to the negligent misrepresentation claim, to the extent those defenses may have been available as to appellees' MCPA and contract actions, DSS Homes failed to request a jury finding as to those defenses. The jury's verdict is therefore not inconsistent.

II. The court did not err in denying DSS Homes' motion for judgment.

A. The court did not err in permitting the jury to consider whether DSS Homes had actual knowledge of the mold issue on the Property.

DSS Homes asserts that the court erred in denying its motion for judgment because appellees failed to present evidence indicating that it "could have known about the pervasive mold behind the walls and that it had actual knowledge of a latent defect that it did not disclose." In response, appellees assert that the court properly denied DSS Homes' motion for judgment in light of "evidence from which the jury could reasonably infer that

identical to its verdict on the MCPA claim and can therefore be sustained on the MCPA claim alone.

[5] DSS Homes' failure to raise these defenses is likely explained by a MCPA provision stating that "[a]ny practice prohibited by this title is a violation of this title, whether or not any consumer in fact has been misled, deceived, or damaged as a result of that practice." MCPA § 13-302.

[DSS Homes] had actual knowledge of the extensive mold problem in the home[.]"

As discussed in Section I. above, there was evidence that walls and ceilings in the basement had been spray painted to possibly conceal moisture stains. There was evidence that DSS Homes knew about a "moisture smell" in the basement. Despite DSS Homes' denial of mold in the home, it refused to certify that the Property did not have mold and refused to pay for a mold inspection. Finally, appellees produced evidence that a bucket of KILZ was found on the Property, and DSS Homes provided no explanation as to how it got there. In assessing the weight of the evidence and making credibility determinations, the jury is entitled to "accept all, some, or none of the testimony of a particular witness." *Westley v. State*, 251 Md. App. 365, 419 (2021) (quoting *Correll v. State*, 215 Md. App. 483, 502 (2013)). We cannot say that based upon this record, and viewing the evidence in a light most favorable to appellees, that "the facts and circumstances permit but a single inference as relates to the appellate issue presented." *Jones*, 425 Md. at 31.

B. The court did not err in denying DSS Homes' motion for judgment based on appellees' knowledge of the mold issue on the Property.

DSS Homes asserts that the evidence demonstrated that appellees were "more than aware of the mold issue" and that "[b]ecause [appellees were] on actual notice of the mold issue and elected to trust Safety First's representation[,]" the mold was not an undisclosed latent defect. Appellees respond that the evidence indicates that they were only aware of "a surface level mold issue in the home that was easily remediated[,]" and not a "toxic level of mold that posed a hazard so serious that they later were advised to leave their home."

DSS Homes' argument is a corollary to its argument that the verdicts were inconsistent. As we discussed in Section I. above, at least as to appellees' MCPA action, *Sonnenberg* held that a contract purchaser's subsequently-acquired knowledge that a seller's representation was not correct was not a bar to recovery.

In addition, we note that the evidence indicates not only that appellees were unaware of the extent of the mold after a visual inspection, but that several inspectors failed to recognize the extent of the mold. Further, there was testimony that appellees were under the impression that the mold issue was resolved after Safety First's treatment to a few small areas. Finally, there is no evidence indicating that appellees would have reasonably been expected to appreciate the serious air quality issue by a careful visual inspection of the property. In short, the evidence was sufficient to generate a jury question as to whether appellees would reasonably have been expected to ascertain, by a careful visual inspection, the degree and pervasiveness of the mold issue on the Property.

III. The court did not err in permitting the jury to consider appellees' reconstruction costs.

DSS Homes asserts that this Court should remand the jury's award of damages because there "was no reasonable and competent evidence" as to what the All-N-Construction costs were "used for, whether [appellees] received upgrades, [or] whether the costs were reasonable and necessary[,]" and that accordingly, the court erred in permitting the jury to consider the costs of repair.

DSS Homes' substantive argument on this issue spans three sentences:

> While [Ms. Clark] testified these expenses were incurred, there was no follow up expert witness testimony or testimony at all from All-N-Construction. There was no reasonable and competent evidence as to precisely what the [payments to All-N-Construction were] used for, whether [appellees] received upgrades, whether the costs were reasonable and necessary. Without additional competent and reasonable evidence, the [c]ourt should not have permitted the jury to consider the [payments to All-N-Construction] as articulated during the Motion for Judgment.

DSS Homes fails to cite any legal authority to support its argument. "Md. Rule 8-504(a)(6) requires that briefs contain 'argument in support of the party's position on each issue.' '[W]here a party fail[s] to cite any relevant law on an issue in its brief, [appellate courts] will not rummage in a dark cellar for coal that [may or may not] be there.'" *Silver v. Greater Balt. Med. Ctr., Inc.*, 248 Md. App. 666, 711 n. 12 (2020) (alterations in original) (quoting *HNS Dev., LLC v. People's Counsel for Balt. Cnty.*, 425 Md. 436, 459 (2012)). This Court has consistently held that it is not our obligation to seek out law to support a party's argument. We shall not do so here.

We note, however, that appellees admitted, without objection, several pages of bank statements and checks demonstrating that they had made payments of over $40,000 to All-N-Construction. Further, Ms. Clark testified in detail about the work that All-N-Construction had to perform to reconstruct the home following remediation:

> [Defense counsel:] Now, what did All-N-Construction do, if anything, after Mr. Taylor had finished with the remediation work?
>
> [Ms. Clark:] They basically rebuilt everything that was torn down. So they had to do a full reconstruction of the basement because like I said before the basement was down to the beam[s] and they had to do a partial of the kitchen and then full of the laundry room.

> [Defense counsel:] And when you say partial of the kitchen and full of the laundry room, what are you referring to; partial what?
>
> [Ms. Clark:] Reconstruction. So when you walk into the kitchen, the wall on the right side was missing. The island had been taken out and down, and parts of the floor were ripped out. The cabinets were all taken out. Most of the boxes were able to be salvaged, but the cabinet front part had to be destroyed. So they went back in and they redid all of that. *So it could look like how it looked when we first moved in*.

(Emphasis added). Ms. Clark confirmed that the payments made to All-N-Construction were only for reconstruction of the home. All of this testimony likewise came in without objection.

It is the jury's role to "assess the credibility of witnesses." *Westley*, 251 Md. App. at 419 (quoting *Correll*, 215 Md. App. at 502). Even though DSS Homes did not object to the evidence, the jury did not have to credit appellees' testimony regarding the work done by All-N-Construction or that the payments made were solely for reconstruction of the home. *Id*. Nonetheless, the jury apparently determined, based upon the testimony and the evidence introduced at trial, that appellees were entitled to the amount paid for reconstruction to restore the Property to "how it looked when [appellees] first moved in." Viewing the evidence in the light most favorable to appellees, the jury had sufficient evidence to find that the costs associated with reconstructing the home, following extensive mold remediation and deconstruction, were necessary under these facts.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.