

Circuit Court for Baltimore City
Case No.: 24-O-21-000299

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1694

September Term, 2025

RAYSHEEN BAZEMORE

v.

WILMINGTON TRUST N.A., *et al.*

Zic,
Tang,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: July 6, 2026

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

This appeal stems from a foreclosure action originating in the Circuit Court for Baltimore City. Appellee Wilmington Trust N.A. purchased the property at auction, and the sale was ratified in June 2024. The circuit court later entered a judgment awarding possession to Wilmington Trust and scheduled an eviction. Appellant Raysheen Bazemore moved to stay the eviction, arguing that she was a lawful tenant of the property with an equitable interest in it. The parties agreed to cancel the eviction and stay the judgment awarding possession until an evidentiary hearing could be held.

After that hearing, a magistrate found that Bazemore was not a *bona fide* tenant because her lease “does not require the payment of fair market rent.” Accordingly, the magistrate recommended issuing a new writ of possession, lifting the stay of enforcement, and denying any stay of eviction. When Bazemore did not timely note exceptions, the circuit court adopted the magistrate’s recommendations. This appeal followed.

In an action tried without a jury, we review the case on both the law and evidence and accept the circuit court’s findings of fact unless clearly erroneous, giving due regard to the judge’s opportunity to assess the credibility of the witnesses. Md. Rule 8-131(c). We review a circuit court’s legal conclusions *de novo*. *Credible Behav. Health, Inc. v. Johnson*, 466 Md. 380, 388 (2019).

On appeal, Bazemore contends that the circuit court erred in determining that she was not a *bona fide* tenant based on her rent amount. But, under Maryland law, a lease or tenancy is not considered *bona fide* if it requires “substantially less than fair market rent for the property.” Md. Code Ann., Real Prop. (“RP”) § 7-105.8(b)(1)(iii). Here, Bazemore’s lease called for less than 50% of what Wilmington Trust established was the

fair market rent for the property.¹ What’s more, the record reveals that Bazemore’s lease was entered after the foreclosure began. And beyond that, there was evidence that the lease was not arm’s length but, instead, was wrapped up in a home-flipping business operated by the (former) homeowner and Bazemore—which is an independent basis for declaring her lease *mala fide*. See RP § 7-105.8(b)(1)(ii). Accordingly, the circuit court did not err in determining that Bazemore was not a *bona fide* tenant.²

**JUDGMENT OF THE CIRCUIT
COURT FOR BALTIMORE CITY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**

¹ Bazemore does not dispute this calculation. Even if she did, by failing to except to the magistrate’s recommendations, Bazemore waived her right to challenge this factual finding. See *Barrett v. Barrett*, 240 Md. App. 581, 587 (2019).

² In its brief, Wilmington Trust moved to dismiss this appeal for a variety of reasons. Given our resolution here, we shall deny the motion as moot.