

STATE OF MICHIGAN  
COURT OF APPEALS

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SAFIYA A. KHALID,

Plaintiff-Appellant,

v

EDWARD SUROVELL, EDWARD SUROVELL  
CO., SPEAR & ASSOCIATES, and GLORIA  
INGLEHART,

Defendants-Appellees.

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UNPUBLISHED

February 25, 2000

No. 202141

Washtenaw Circuit Court

LC No. 96-007749-CH

Before: Talbot, P.J., and Gribbs and Meter, JJ.

PER CURIAM.

Plaintiff Safiya A. Khalid appeals as of right the grant of summary disposition in favor of defendants Edward Surovell, Edward Surovell Co., Spear & Associates (Surovell defendants) and Gloria Inglehart. We affirm.

This appeal arises from plaintiff's rental of a townhouse in Ann Arbor that was owned by defendant Gloria Inglehart. Plaintiff signed a lease with defendant Edward Surovell Co., who managed the property for Inglehart, for a term beginning October 15, 1995 and ending July 31, 1996. Apparently a dispute arose between the parties concerning the condition of the premises. In February or March 1996, plaintiff stopped paying her rent. Edward Surovell Co.'s management duties were transferred to Oakland Management Inc. on May 30, 1996. Oakland Management received all rights and liabilities attaching to plaintiff's leasehold.

Plaintiff contends that summary disposition was improperly granted to the Surovell defendants. There is no merit to this claim. Although we agree that the current action was not barred by res judicata because a dismissal without prejudice leaves the parties as if no action had been instituted, *Rubsam Corp v General Motors Corp*, 281 Mich 691, 701; 275 NW 735 (1937), mod 281 Mich 716 (1937), this Court will not reverse a ruling of a trial court if it reached the right result for the wrong reason. *Phinney v Perlmutter*, 222 Mich App 513, 532; 564 NW2d 532 (1997). In this case, the record before the trial court showed that Oakland Management had assumed all the rights and liabilities attaching to the lease agreement with plaintiff. In addition, the Surovell defendants' claim of res judicata

rested on the issue whether they were proper parties to the suit. Summary disposition can be granted on the grounds that a claim has been assigned before the commencement of the action. See MCR 2.116(C)(7). Further, a defendant may be properly dismissed on motion when it shows that its interest in the dispute has been transferred. *West Michigan Park Ass'n v DNR*, 91 Mich App 641, 643; 283 NW2d 744 (1979). The court in this case had all the information before it necessary to determine that the Surovell defendants had assigned all their rights and liabilities under the lease agreement. Summary disposition in favor of the Surovell defendants was proper.

Plaintiff argues that the trial court improperly granted summary disposition to Inglehart. Because this issue was not included in plaintiff's list of questions presented, review is inappropriate. *Weiss v Hodge (After Remand)*, 223 Mich App 620, 634; 567 NW2d 468 (1997). However, even if we were to consider plaintiff's claim, we would find it without merit. Plaintiff's sole argument is that Inglehart did not offer any affidavits or documentary evidence in support of her motion for summary disposition. The record shows that Inglehart's motion for summary disposition was supported by two affidavits and an exhibit, all showing that plaintiff denied entry to repairmen and inspectors. Plaintiff offered no evidence to show there was a fact issue. Summary disposition was properly granted.

Given our disposition of the summary disposition issues, we need not address plaintiff's remaining issues. However, we have reviewed each one and find them to be meritless.

Affirmed.

/s/ Michael J. Talbot  
/s/ Roman S. Gribbs  
/s/ Patrick M. Meter