STATE OF MICHIGAN

COURT OF APPEALS

SARA BOC,

Plaintiff-Appellant,

v

JEFFREY OLIVER and TAMMIE OLIVER,

Defendants-Appellees.

UNPUBLISHED
November 27, 2007

No. 273552
Wayne Circuit Court
LC No. 06-603912-NO

Before: Saad, P.J., and Jansen and Beckering, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's grant of summary disposition in favor of defendants pursuant to MCR 2.116(C)(10). We affirm.

Defendants own certain real property (the property) located in a residential neighborhood, which they lease to a residential lessee. Plaintiff is a friend of the lessee. Plaintiff's residence is located across the street from the property. One February morning, after returning from work in the early morning hours, plaintiff observed lights on at the property. She left her residence and walked across the street. In that area, primary sidewalks run alongside the streets, and secondary sidewalks that branch from the primary sidewalks lead to the individual homes. Plaintiff testified during her deposition that she traveled from her "driveway across the street, across the sidewalk up to the door" of the property. She further testified that she went to both the "middle doorway" and the "back porch," but received no response. At that time, plaintiff left the property. Plaintiff testified that upon reaching the primary sidewalk and walking "about five, five or ten feet," she slipped and fell on an accumulation of ice and snow, suffering injuries.

Plaintiff argues that the trial court erred in granting summary disposition in favor of defendants on her common-law premises liability and statutory claims. We disagree. We review de novo a trial court's ruling on a motion for summary disposition. *McClements v Ford Motor Co*, 473 Mich 373, 380; 702 NW2d 166 (2005). A motion under MCR 2.116(C)(10) should be granted when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Miller v Purcell*, 246 Mich App 244, 246; 631 NW2d 760 (2001). In reviewing such a motion, we consider the documentary evidence submitted by the parties in the light most favorable to the nonmoving party. *Nastal v Henderson & Assoc*, 471 Mich 712, 721; 691 NW2d 1 (2005).

To sustain a negligence action, a plaintiff must "establish a duty in tort." *Beaudrie v Henderson*, 465 Mich 124, 130; 631 NW2d 308 (2001); see also *O'Donnell v Garasic*, 259 Mich App 569, 573; 676 NW2d 213 (2003). "A duty may be created expressly by statute, or it may arise under the common law." *Downs v Saperstein Assoc Corp*, 265 Mich App 696, 699; 697 NW2d 190 (2005).

"At common law, a landowner is under no obligation to repair and maintain an abutting public sidewalk." *Bivens v Grand Rapids*, 443 Mich 391, 395; 505 NW2d 239 (1993).

> A defendant's duty, for purposes of premises liability, ends with the boundaries of the premises, and an injury caused by a dangerous condition located outside those boundaries is not the legal responsibility of that defendant. A specific application of this principle is the natural accumulation doctrine, which relieves an owner or occupier of liability for slips and falls of passers-by caused by natural accumulations of ice and snow on an adjacent public sidewalk. [*Ward v Frank's Nursery & Crafts*, 186 Mich App 120, 131-132; 463 NW2d 442 (1990) (citations omitted).]

Viewed in the light most favorable to plaintiff, *Nastal*, *supra* at 721, no genuine issue of material fact existed concerning the locus of plaintiff's injury. The property is located in a residential neighborhood within the city of Wyandotte. Plaintiff unequivocally testified that she was injured while walking on "the main sidewalk," which runs parallel to the property. Quite simply, her injury was caused by a condition existing outside the boundaries of the property. Defendants had no common-law duty to maintain the public sidewalk adjacent to their property. *Bivens*, *supra* at 395. Their duty extended only to "the boundaries of the premises, and an injury caused by a dangerous condition located outside those boundaries is not the[ir] legal responsibility." *Ward*, *supra* at 131. Because plaintiff's injury occurred outside the boundaries of the property, on a public walkway, defendants owed no common-law duty to plaintiff. *Bivens*, *supra* at 395. And because defendants owed plaintiff no duty in tort, plaintiff cannot sustain a negligence action against them. *Beaudrie*, *supra* at 130.

Plaintiff also sought to recover from defendants pursuant to MCL 554.139(1), which provides:

> In every lease or license of residential premises, the lessor or licensor covenants:
>
> (a) That the premises and all common areas are fit for the use intended by the parties.
>
> (b) To keep the premises in reasonable repair during the term of the lease or license, and to comply with the applicable health and safety laws of the state and of the local unit of government where the premises are located, except when the disrepair or violation of the applicable health or safety laws has been caused by the tenants wilful [sic] or irresponsible conduct or lack of conduct.

Even assuming that MCL 554.139(1) imposes on residential lessors the duty to keep the premises free of snow and ice, see *Allison v AEW Capital Management, LLP (On Reconsideration)*, 274 Mich App 663, 670-671; 736 NW2d 307 (2007), the public sidewalk on

which plaintiff was injured was outside the boundaries of the property, and was quite simply not part of "the premises" within the meaning of MCL 554.139(1). Defendants owed plaintiff no statutory duty under MCL 554.139(1).

The trial court granted summary disposition on different grounds than those addressed here. Nonetheless, we will affirm when the trial court has reached the correct result, even if it has done so for the wrong reason. *Gleason v Dep't of Transportation*, 256 Mich App 1, 3; 662 NW2d 822 (2003). Having concluded that defendants owed plaintiff no common-law or statutory duty in this case, we need not address the remaining arguments raised by plaintiff on appeal. Summary disposition was properly granted in favor of defendants.[1]

Affirmed.

/s/ Henry William Saad
/s/ Kathleen Jansen
/s/ Jane M. Beckering

[1] We recognize that the Wyandotte city charter directs that "[s]idewalks . . . shall be built, rebuilt, maintained and repaired by the owners of lands within the city in the manner and within the time prescribed by ordinance." Wyandotte Charter, ch 16, § 7. But neither the Wyandotte city charter nor the city's ordinance provisions create a private duty that is enforceable by way of a private action for damages. See *Bivens*, *supra* at 395-401.