STATE OF MICHIGAN

COURT OF APPEALS

THURMAN W. AUTRY, Trustee of the THURMAN W. AUTRY REVOCABLE TRUST U/T/A 5/19/90, d/b/a HIGHLAND LAKES SHOPPING CENTER,

Plaintiff-Appellant,

v

CLASSIC TOUCH, INC., KENNETH J. BUDNY and JOAN B. BUDNY,

Defendants-Appellees.

UNPUBLISHED
December 8, 2000

No. 215909
Wayne Circuit Court
LC No. 98-822720-AV

Before: Bandstra, C.J., and Fitzgerald and D. B. Leiber*, JJ.

PER CURIAM.

Plaintiff appeals by leave granted the circuit court's order affirming the district court's decision granting the motion for summary disposition filed by defendants Budny, and dismissing them from the action. We reverse the lower courts' orders, and remand for further proceedings. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Defendants Budny signed a business lease identifying Highland Lakes Shopping Center as the landlord and defendant Classic Touch, Inc., as the tenant. The lease indicated that Classic Touch was renting space in the shopping center for the purpose of operating a beauty salon. Defendants signed the lease without indicating that they were doing so on behalf of Classic Touch. Defendants signed a lease rider, which identified them as the tenants, in the same manner. Subsequently, Classic Touch ceased operations and vacated the premises prior to the expiration of the lease.

Plaintiff filed suit in district court, seeking to recover unpaid rent, taxes, and maintenance fees, as well as remodeling costs. Defendants Budny moved for summary disposition on the ground that they could not be held personally liable because the lease identified only Classic Touch as the tenant. In response, plaintiff argued that an issue of fact existed because the lease rider created an ambiguity by identifying defendants as the tenants, and because defendants did

* Circuit judge, sitting on the Court of Appeals by assignment.

not indicate that they signed the lease or the rider on behalf of Classic Touch. The district court granted the motion and dismissed defendants from the suit. Thereafter, plaintiff and Classic Touch entered into a consent judgment in favor of plaintiff.

Plaintiff appealed to circuit court. The circuit court concluded that the district court's decision must be affirmed for the reason that the lease did not indicate that defendants were to be held personally liable.

We review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

When the language of a lease is unambiguous, what the parties intended by that language is a question of law for the court. *Reliance Ins Co v East-Lind Heat Treat, Inc*, 175 Mich App 452, 457; 438 NW2d 648 (1989). When contract language is unclear or susceptible to multiple meanings, interpretation is a question of fact for the trier of fact. See *Port Huron Education Ass'n v Port Huron Area School District*, 452 Mich 309, 323; 550 NW2d 228 (1996). A contract is ambiguous when its language can reasonably be understood in different ways. *Michigan Twp Participating Plan v Pavolich*, 232 Mich App 378, 382; 591 NW2d 325 (1998).

Plaintiff argues that the circuit court erred by affirming the decision of the district court granting defendants' motion for summary disposition and dismissing them from the suit. We agree, reverse the lower courts' orders, and remand for further proceedings. The language of the lease and the lease rider created an ambiguity with regard to the intent of the parties. The lease indicated that Classic Touch was the tenant, while the lease rider indicated that defendants were the tenants. Defendants signed both the lease and the rider without indicating that they were acting on behalf of Classic Touch. It is unclear whether the parties intended that Classic Touch be solely liable under the lease, that defendants be solely liable, or that both Classic Touch and defendants be liable. Under the circumstances, summary disposition in favor of defendants was improper. The question of intent must be put to the trier of fact. *Rosenberg v Rosenberg Bros Special Account*, 134 Mich App 342, 353; 351 NW2d 563 (1984); *Michigan Twp*, *supra*.

Reversed and remanded. We do not retain jurisdiction.

/s/ Richard A. Bandstra
/s/ E. Thomas Fitzgerald
/s/ Dennis B. Leiber