

Affirmed and Memorandum Opinion filed August 22, 2017.



In The

Fourteenth Court of Appeals

NO. 14-14-00381-CV

DAWNA VALENTINE, Appellant

V.

JP MORGAN CHASE BANK, Appellee

**On Appeal from the County Court at Law No. 2
Galveston County, Texas
Trial Court Cause No. CV-0071914**

M E M O R A N D U M O P I N I O N

This is an appeal from a forcible detainer action. In five issues, pro se appellant Dawna Valentine complains that the trial court improperly awarded possession of her house to appellee JP Morgan Chase Bank and seeks relief on various other claims. Because the evidence is sufficient to show Chase's right to immediate possession of the property, we affirm.

Background

Valentine acquired real property in Texas City, Texas from Koza Lauderdale.¹ Lauderdale had executed a deed of trust encumbering the property, which provided that if the property were sold at foreclosure, “[Lauderdale] or any person holding possession of the Property through [Lauderdale] shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, [Lauderdale] or such person shall be a tenant at sufferance and may be removed by writ of possession.”

The deed of trust was foreclosed, and Chase purchased the property at the foreclosure sale. Chase thereafter provided notice to Valentine to vacate the property.² Valentine failed to vacate the property, and Chase filed its forcible detainer petition in justice court. The justice court rendered judgment in favor of Chase, and Valentine appealed to the county court at law. After a bench trial de novo, the county court rendered a Judgment for Possession in favor of Chase.³

Discussion

Valentine raises five issues, all attacking the validity of the underlying foreclosure. She contends that (1) the quitclaim deed proves Valentine is the actual owner of the property; (2) the signatures on the assignment of deed of trust were forged; (3) Chase failed to send Valentine notice of foreclosure; (4) the use of the forged affidavits in the foreclosure constitutes fraud; and (5) Chase’s claim that it owns the property following foreclosure is an “unlawful Deceptive Trade

¹ A copy of the recorded quitclaim deed was attached to Valentine’s answer in the justice court, but it is unclear whether it was admitted into evidence.

² Valentine does not dispute that the notice to vacate the premises was proper.

³ Jurisdiction to hear forcible detainer actions is vested in justice courts, and on appeal, in county courts for trial de novo. Tex. Prop. Code § 24.004(a); Tex. R. Civ. P. 510.10(c).

Practice[.]”

A forcible detainer action is the procedure by which the right to immediate possession of real property is determined. *Espinoza v. Lopez*, 468 S.W.3d 692, 695 (Tex. App.—Houston [14th Dist.] 2015, no pet.). It is intended to be a speedy, simple, and inexpensive means to obtain immediate possession of the property. *Marshall v. Hous. Auth. of San Antonio*, 198 S.W.3d 782, 787 (Tex. 2006). Accordingly, the only issue in a forcible detainer action is the right to actual possession and not title. Tex. R. Civ. P. 510.3(e); *see also Pinnacle Premier Props., Inc. v. Breton*, 447 S.W.3d 558, 563 (Tex. App.—Houston [14th Dist.] 2014, no pet.); *Williams v. Bank of N.Y. Mellon*, 315 S.W.3d 925, 927 (Tex. App.—Dallas 2010, no pet.). To prevail in a forcible detainer action, Chase was required only to show sufficient evidence of ownership to demonstrate a superior right to immediate possession. *See Salaymeh v. Plaza Centro, LLC*, 264 S.W.3d 431, 435 (Tex. App.—Houston [14th Dist.] 2008, no pet.).⁴ It did.

Valentine’s claims are based entirely on her contention that the foreclosure was improper. However, as mentioned, the deed contained a tenant-at-sufferance clause. When, as here, the party to be evicted is subject to a tenant-at-sufferance clause and the party seeking possession purchased the property at a foreclosure sale and gave proper notice requiring the occupants to vacate the premises, defects in the foreclosure process are not relevant to possession. *Pinnacle Premier Props.*, 447

⁴ It is unclear whether Valentine contests the jurisdiction of the justice court to adjudicate Chase’s claim. Although Valentine disputes ownership of the property, it was not necessary for the justice court to determine title to adjudicate possession under these circumstances. A justice court is not deprived of jurisdiction merely by the existence of a title dispute; it is deprived of jurisdiction only if resolution of a title dispute is a prerequisite to determination of the right to immediate possession. *Salaymeh*, 264 S.W.3d at 435. Because, as discussed below, Valentine is subject to a tenant-at-sufferance clause, we conclude the justice court had jurisdiction over Chase’s claims. *See Pinnacle Premier Props.*, 447 S.W.3d at 563.

S.W.3d at 564; *see also Glapion v. AH4R I TX, LLC*, No. 14-13-00705-CV, 2014 WL 2158161, at *2 (Tex. App.—Houston [14th Dist.] May 22, 2014, no pet.) (mem. op.) (noting that occupant “agreed to surrender possession as part of the tenant-at-sufferance clause” and “became a tenant at sufferance upon the foreclosure sale”). Moreover, a tenant-at-sufferance clause binds subsequent occupants, such as Valentine, whose interests are junior to the deed of trust.⁵ *See Pinnacle Premier Props.*, 447 S.W.3d at 564.

The evidence presented a sufficient basis to grant Chase immediate possession. A plaintiff in a post-foreclosure forcible detainer action establishes its right to possession by presenting the substitute trustee’s deed, the deed of trust, and notice to any residents of the property to vacate. *Williams*, 315 S.W.3d at 927. Chase did so here, which was sufficient to establish Chase’s right to immediate possession of the property. *See id.*; *see also Maxwell v. U.S. Bank Nat’l Ass’n*, No. 14-12-00209-CV, 2013 WL 3580621, at *3 (Tex. App.—Houston [14th Dist.] July 11, 2013, pet. dismiss’d w.o.j.) (mem. op.). If Valentine wishes to pursue a claim of wrongful foreclosure or other alleged wrongdoing by the bank, she must assert those claims in a separate proceeding.⁶ *See Maxwell*, 2013 WL 3580621, at *3 (noting that displaced occupant bound by tenant-at-sufferance clause may bring separate lawsuit to dispute title).

We overrule Valentine’s appellate issues.

⁵ The quitclaim deed granted Lauderdale’s interest to Valentine, and that interest was subject to the deed of trust.

⁶ There is some indication in the record that a separate suit was attempted but dismissed by the United States Court of Appeals for the Fifth Circuit for lack of jurisdiction.

Conclusion

Having concluded that Chase established its superior right to immediate possession of the property, we affirm.

/s/ Martha Hill Jamison
Justice

Panel consists of Chief Justice Frost and Justices Jamison and Busby.