

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY,
PENNSYLVANIA**

TERRY L. SNYDER,	:	
Plaintiff	:	NO. 18-20535
	:	
vs.	:	CIVIL ACTION - LAW
	:	
KAREN L. SNYDER,	:	DIVORCE
Defendant	:	

OPINION

This matter arises out of a divorce action filed on April 23, 2018. The parties entered into a marital and property settlement agreement on May 7, 2019, which is memorialized in a Memorandum of Understanding. Pursuant to the agreement, Plaintiff Husband was to receive fifty-five percent (55%) of the proceeds from the sale of the marital residence and Defendant Wife was to receive forty-five percent (45%) of the proceeds. *See May 7, 2019 Memorandum of Understanding at page 3, lines 18-21.* The parties further agreed that all reasonable expenses incurred to ready the home for sale would be divided equally between them, that any disputes would be resolved by the Court, and that the parties will reimburse one another through their respective proceeds from the sale of the residence. *See May 7, 2019 Memorandum of Understanding at page 4, lines 1-8 and page 12, lines 18-22.* The relevant language of the Memorandum of Understanding reads as follows:

Both parties will cooperate and follow all reasonable recommendations made by Miss Smay. The proceeds from the sale of the marital residence will be split between the parties such that Wife will receive forty-five (45) percent and Husband will receive fifty-five (55) percent. Pending sale the parties agree that they will equally divide . . . the utilities at the marital residence pending sale.¹

¹ From February 1, 2019 to the time of sale. Page 4, lines 14-20.

The parties also acknowledge that they are spending monies to ready the home for sale. The parties agree that all reasonable expenses incurred to ready the home for sale will be equally divided between the parties and in the event the parties are unable to agree on whether an expense was agreeable or which party owes the other for reimbursement, either party can seek the court's help in resolving those issues.

If the parties are not in agreement as to the reasonableness of those repairs [sic] will be submitting those to the court for final determination and the parties will reimburse each other through the proceeds of the sale of the house. Page 12, lines 18-22.

See Memorandum of Understanding at page 3, line 16 through page 4, line 8 and page 12, lines 18-22.

On July 6, 2020, Wife filed a Petition for Special Relief stating that the marital residence has been sold but asking the Court to address "the distribution of the real estate proceeds" as it related to work done and money spent to ready the home for sale. A factual hearing and argument was held on August 28, 2020 and September 11, 2020 at which times both parties appeared with their respective counsel.

At the time of the hearings, both agree that the work done to ready the residence for sale, as recommended by the parties' realtor, was necessary and reasonable. However, the parties dispute the reasonableness of the costs and expenses of that work. The parties identified several areas of dispute, which the Court will address individually below. The parties received \$60,642.20 from the sale of the marital residence, which is currently being held in escrow by Attorney Dinges. *See Wife's Exhibit 1.*

1. **Carpeting.** According to the testimony of the parties' realtor, Ms. Smay, the carpeting in the residence needed replaced prior to listing

the house for sale and suggested it be done as soon as possible. Wife obtained an estimate from Reed's Floor and Wall Coverings for \$3,846 and Husband obtained an estimate from Lowe's for \$2,334.62. See *Wife's Exhibit 3 and Husband's Exhibit 2*. Husband argues that the estimate from Reed's is unreasonable, especially considering the Lowe's estimate was about \$1,500 less.

Wife and Ms. Smay testified that Reed's was able to install the carpet substantially sooner than Lowe's which is why they decided to use Reed's instead of Lowe's. There was further testimony that Husband never expressly disapproved of using Reed's, even though he was made aware of the quote through text messages from the realtor and Wife. There is no indication that Wife benefited more than Husband by using Reed's. Based upon the testimony set forth above, the price of the Reed's carpet coupled with the time in which they were able to install it is a reasonable cost to ready the home for sale. While it was not completely clear to the Court if this billed was already paid by Wife, Husband shall pay fifty (50) percent of the bill to Wife which equals \$1,938. If the bill from Reed's has not been paid, it shall be Wife's sole responsibility to pay the Reed's bill in full.

2. **Kenneth Baxter Work.** Ms. Smay suggested to the parties that they touch up the paint on the walls and ceilings. It is undisputed that Kenneth Baxter did the painting in the marital residence. According to Mr. Baxter's invoices, he also performed other work in the marital residence including cleaning debris and taking down shelving. Mr. Baxter and Wife

both testified that Mr. Baxter did this work as a favor to Wife. Both he and Wife identified Mr. Baxter as Wife's fiancé. Husband testified that he never agreed to pay anyone to do the painting or other work for which Mr. Baxter charged. Because Wife received Mr. Baxter's services as a favor due to the nature of their relationship, it is unreasonable to expect the parties, and particularly Husband, to be ordered to pay for these services. Husband does not owe either Mr. Baxter or Wife anything for the services provided by Mr. Baxter.

3. **Basement.** Due to water issues in the basement, several projects were completed prior to listing the residence for sale. The parties hired Patrick Shull to perform this work which included, but was not limited to, digging a trench to redirect the water flow, fixing a sump pump, and adding gutters. Mr. Shull also testified that he greatly underestimated the amount of hours required to complete the jobs but did not charge the parties for this extra time.

While Husband does not dispute hiring Mr. Shull to perform the work, he does dispute the amount charged by Mr. Shull, which was \$6,300. Husband argues that he agreed to pay only \$1,500 for the work in the basement based upon an alleged text message that was not submitted to the Court at the time of the hearing. Husband also did not present testimony about what work would be done for \$1,500. There is, however, testimony from both parties that they received a \$15,000 estimate for work similar to Mr. Shull's work, but more than double Mr. Shull's price. Therefore, there is no basis to Husband's argument that the work that was

done by Mr. Shull should have amounted to only \$1,500 or a figure anywhere close to that. Based upon this information, the price that Mr. Shull charged for the work in the basement is more than reasonable.

As stated above, Mr. Shull charged a total of \$6,300. See *Wife's Exhibit 3 at page 5*. This amount includes \$620 in materials purchased and equipment rented for the job as well as \$960 for the cost of gutters,² both of which Wife has already paid in full. See *Wife's Exhibit 3 at page 7*. Additionally, Mr. Shull stipulated that \$200 can be taken off his bill because he anticipated purchasing a new sump pump but was able to salvage the one already in use. Subtracting the amount Wife has already paid to Mr. Shull, which totals \$1,580, and the \$200 for the sump pump, Mr. Shull is still owed \$4,520. Therefore, both Wife and Husband shall pay \$2,260 to Mr. Shull within thirty (30) days of the date of this Order. Further, Husband owes to Wife half of the amount she has already expended which equals \$790.

4. **Landscaping/Yard Work.** Wife testified that she hired someone to mow the yard at the marital residence and to perform some miscellaneous yard work. She stated that she was planning to do the work herself but that the mower was no longer located on the property and Wife had no knowledge of where it was located. Due to the unknown location of the mower, Wife paid \$70 to Joseph Scott for this work. See *Wife's Exhibit 2*. When selling a house, it is obviously reasonable to maintain the landscaping and yard. Since there is no testimony questioning the

reasonableness of the cost to have the landscaping done, Husband owes \$35 to Wife.

5. **Lowes and Cole's Materials.** Wife presented several receipts from Lowe's and Cole's Hardware showing amounts paid for miscellaneous items used to ready the marital residence for sale. There is no argument from Husband that these items were unnecessary. Because the parties would have had to buy items regardless of who did the work, these items were necessary to ready the home for sale and since Wife bought the items at retail price, the cost is reasonable. The total amount paid by Wife to Lowe's and Cole's is \$ 629.29. *See Wife's Exhibit 3 at pages 10-18.* Therefore, Husband owes \$314.65 to Wife.

Finally, Wife argued that she is owed fifty (50) percent of the marital home's electricity bill of which she paid one hundred (100) percent from January 2020 to June 2020. Husband stipulates that Wife is owed fifty (50) percent of the bills. The total amount Wife paid for the electricity is \$930.39. *See Wife's Exhibits 2 and 4.* Therefore, Husband owes to Wife \$465.20.

For the reasons set forth above, Wife's Petition for Special Relief is granted as outlined above and Husband shall owe Wife an additional \$3,542.85 from his proceeds of the sale of the marital residence. Additionally, the amount of \$2,260 shall be paid from each party's proceeds from the sale of the marital residence directly to Patrick Shull within thirty (30) days of the date of the below Order.

² This amount includes \$620 of materials purchased and equipment rented from outside

ORDER

AND NOW, this 24th day of **September, 2020**, in consideration of Wife's Petition for Special Relief and Husband's responses thereto, Husband owes \$3,542.85 to Wife which represents reimbursement for expenses to ready the marital residence for sale and for utilities. The parties received \$60,642.20 in proceeds from the sale of the home; Wife would net \$27,288.99 and Husband would net \$33,353.21. Because Husband owes Wife an additional \$3,542.85, the distribution of the proceeds of the sale of the residence shall be as follows:

1. \$30,831.84 to Wife; and
2. \$29,810.36 to Husband.

Each party's proceeds shall be reduced by \$2,260 that shall be paid directly to Patrick Shull within thirty (30) days of the date of this Order.

BY THE COURT,

Hon. Ryan M. Tira, Judge

RMT/ads

CC: Janice Yaw, Esquire
Christina Dinges, Esquire
Gary Weber – Mitchell Gallagher