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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

JAMIE THOMAS, Plaintiff and Appellant, v. YIN HUI ZHOU et al., Defendants and Respondents.	B270665 (Los Angeles County Super. Ct. No. BC522661)

APPEAL from a judgment of the Superior Court of Los Angeles County. Michael Johnson, Judge. Affirmed.

Law Offices of Jason D. Ahdoot and Jason D. Ahdoot for Plaintiff and Appellant.

Baer & Troff and Eric L. Troff for Defendants and Respondents.

* * * * * *

In this family dispute, an adult daughter sued her two older brothers and her father after her father quitclaimed the family home to the eldest brother to manage it for him. The trial court upheld that property transfer, rejected daughter's claims seeking to divide up the home and father's cash while he was still alive, and ruled that daughter was required to hand over the rent she collected for leasing out part of the family home. In this appeal, daughter asserts that the trial court was wrong to find her not credible and that the court made several other legal errors. Her arguments lack merit, so we affirm.

FACTS AND PROCEDURAL BACKGROUND

I. Facts

A. *Family Background*

In 1986, Peter Di Tang Zhou (father) and Rui Gui Shen (mother) bought a lot with a front house and a garage converted into a back house; it was located on Fernleaf Street in the Frogtown neighborhood of Los Angeles (the property). Father, mother, and their three children moved into the back house. Their children, from oldest to youngest, are Jay Hui Zou (Jay), Yin Hui Zhou (Yin), and Bi Qun Zhou (whose married name is Jamie Thomas) (Jamie). Father and Jamie do not get along, and she sometimes refers to him as "Bozo."

B. *Transfer of Property in 2006*

In 2006, father asked Jay to manage the property for him. Because father spoke little English and had not completed junior high school in China, and because father believed it would be easier for Jay to manage the property (by paying property taxes and other bills) if the property were in Jay's name, father wanted Jay to be the title holder. Jay declined, but suggested that father ask Yin.

Father then asked Yin to manage the property for him, again proposing to transfer title but emphasizing that "it's my property, and in the future, it's always going to be mine." Yin understood that father was asking him to "hold onto" the property for him, not to become its new owner.

Yin agreed. To effectuate the transfer, Yin sent a blank quitclaim deed to father, who was at the time working at a restaurant in New Mexico. Father signed the blank quitclaim deed, had it notarized, and mailed it back to Yin.[1] Yin filled in the quitclaim deed to indicate a transfer from father and mother to Yin. For whatever reason, Yin left completely blank the portion of the quitclaim deed that was to describe the property. Yin then brought the deed to mother to obtain her notarized signature. Mother insisted that Jamie be added as a co-grantee, explaining that Jamie had threatened not to care for mother in her old age if Jamie was not added to the deed. Jamie's name was added without asking father, and Yin then recorded the quitclaim deed.

C. *Post-Transfer Activity and Father's Transfer of Money*

Father moved back to California later in 2006, and resumed living in the back house. Soon thereafter, he learned that Jamie had been added to the 2006 quitclaim deed as a co-grantee, but took no steps to remove her from the deed.

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1 Two quitclaim deeds were ultimately recorded for this single transaction—one correctly indicating that father signed the deed in New Mexico, and the other incorrectly indicating that father *and mother* signed in New Mexico. Curiously, the same notary certified both quitclaim deeds, but the notary's stamp reflected different expiration dates for the notary's license on the two deeds.

In 2007, Jamie moved from the property's back house to its front house. Jamie started to remodel the interior and exterior of the front house with her own money, including adding laundry facilities. Jamie and Yin paid the property taxes in 2007 and 2008, and Jamie paid the property taxes by herself in 2009, 2010, 2011, and 2012.

Mother died from a stroke in 2007. Fearing that something similar might happen to him, father asked Jamie if she would "hold onto" and manage $130,000 of his life's savings. He thereafter transferred that amount in two installments, and Jamie's bank records reflect a $100,000 deposit and a $30,000 deposit. When father later asked to have the $100,000 back, Jamie returned $97,066.79 without any question.

D. *Rental of Property and March 2013 Family Meeting*

After Jamie in 2012 began leasing out the front house for $1,500 per month and keeping all the rent, Jay and Yin convened a family meeting in March 2013. At that meeting, the three siblings agreed: (1) that Jamie would evenly split with Jay and Yin the past rent she had collected; (2) that Jamie would be entitled to an offset of $13,050, reflecting her renovation expenses and the past property taxes she had paid; (3) that all three siblings would split all future rent evenly; and (4) that Yin and Jamie would return title of the property to father. To effectuate these agreements, all three siblings signed a written "Expense Settlement Agreement" reflecting the first two items; the renter signed a new lease listing all three siblings as landlords; and Yin and Jamie executed a deed quitclaiming the property back to father.

Soon thereafter, Jamie asked a lawyer-friend of hers to draft a deed by which father would quitclaim the property to all

three siblings equally. Jamie sent the deed to Jay and Yin, and followed up with numerous text messages urging them to have father sign it. Jamie claimed that she did so because all three siblings had, in March, orally agreed to divide up the property three ways. Jay, Yin, and father denied that there had been any such agreement, and Jamie's proposed quitclaim deed was never executed. Instead, father quitclaimed the property to Jay to facilitate Jay's management of the property.

Soon after Jamie learned that father had transferred title of the property to Jay, she stopped sharing the rent money and kept it all for herself from October 2013 through March 2015.

II. Procedural Background

In September 2013, Jamie sued father, Jay, and Yin. Specifically, she (1) brought claims for quiet title, declaratory relief, cancellation of instruments, fraud, and constructive trust aimed at canceling father's 2013 quitclaim deed to Jay and reinstating the one-half interest in the property granted in the 2006 deed, and (2) brought claims for breach of contract, an equitable lien, and specific performance to obtain one-third of the $100,000 father had asked her to manage as well as one-third of $80,000 she claimed father had previously given to Jay.

Jay filed a cross-complaint. In it, he (1) brought claims for quiet title and declaratory relief to confirm the legitimacy of the 2013 quitclaim deed, and (2) brought claims for unjust enrichment, intentional interference with contractual relations, and conversion to force Jamie to split the rent she had collected from October 2013 through March 2015 three ways.

Following a five-day bench trial, the trial court issued an 18-page written ruling denying Jamie all relief, declaring the 2013 quitclaim deed to Jay "valid" to "creat[e] a constructive trust

for the benefit of" father, and awarding Jay $26,253.15 (the full amount of the rent from October 2013 through March 2015, less a few utility bill payments). In reaching these conclusions, the court ruled that (1) the 2006 quitclaim deed from father to Yin and Jamie was void because (a) the deed lacked any description of the property, (b) the deed was never "delivered" because father never intended to divest himself of the property, and (c) the addition of Jamie as a co-grantee after father notarized the deed was contrary to father's intent; (2) father thus had title when he quitclaimed the property to Jay in 2013; and (3) the 2013 quitclaim deed vested title in Jay subject to a constructive trust for father, who remained "the true owner and decision maker for the property." The court rejected Jamie's argument that the statute of limitations for invalidating the 2006 deed had run as well as her argument that she had acquired the property by adverse possession. The court acknowledged that Jamie's account of events differed from her brothers' and father's accounts, but found that Jamie's testimony was not credible. On this same basis, the court also rejected Jamie's assertion that she had been promised one-third of the $180,000 in family money as well as a one-third share of the property.

Following the entry of judgment, Jamie filed a timely notice of appeal.

DISCUSSION

In her appeal, Jamie directly challenges the trial court's ruling regarding title to the property, obliquely challenges the court's ruling regarding the disposition of the $180,000 in family money, and does not at all appear to challenge the court's ruling regarding the rent. We will evaluate the first two sets of challenges separately.

I. Claims Regarding Title to Property

Jamie's and Jay's competing claims for declaratory relief and quiet title boil down to two questions: (1) did the trial court correctly conclude that the 2006 quitclaim deed was invalid?; and if so, (2) did the trial court correctly uphold the 2013 quitclaim deed as vesting title in Jay subject to a constructive trust for father? (Accord, *South Shore Land Co. v. Petersen* (1964) 226 Cal.App.2d 725, 740 [quiet title claim appropriate between owner and possessor and person making adverse claim to property]; Code. Civ. Proc., § 761.020[2] [specifying elements of quiet title claim].) To the extent these questions turn on questions of law, our review is de novo. (*Leider v. Lewis* (2017) 2 Cal.5th 1121, 1127.) To the extent they turn on questions of fact, we review for substantial evidence "by examining the whole record, including conflicting evidence, in the light most favorable to the ruling below to determine whether there is reasonable, credible evidence of solid value to support that ruling." (*Ferguson v. Yaspan* (2014) 233 Cal.App.4th 676, 682 (*Ferguson*).)

A. *Validity of 2006 Quitclaim Deed*

The trial court provided three separate grounds for its conclusion that the 2006 quitclaim deed from father and mother to Yin and Jamie was void. Each ground is supported by the law and by substantial evidence.

1. *Absence of any property description*

A deed for real property is void unless it contains a description of the property that "'enable[s] the property to be readily located by reference to the description.'" (*Redemeyer v. Cunningham* (1923) 61 Cal.App. 423, 429 (*Redemeyer*);

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2 All further statutory references are to the Code of Civil Procedure unless otherwise indicated.

Saterstrom v. Glick Bros. Sash, Door & Mill Co. (1931) 118 Cal.App. 379, 381; *In re Estate of Wolf* (1932) 128 Cal.App. 305, 310.) This description must appear in the deed itself: If extrinsic evidence is needed, the description is fatally deficient; any other rule would "'run[] up against the positive mandate . . . that a conveyance of real property . . . be in writing.'" (*Redemeyer*, at p. 430.) With these guideposts in mind, a deed is valid if it describes property: (1) by reference to a map included with the deed (*Saterstrom*, at pp. 380-381); (2) by its street and address number (*In re Estate of Wolf*, at pp. 310-311); (3) by its common name in the locality (*Anderson-Cottonwood Irrigation Dist. v. Zinzer* (1942) 51 Cal.App.2d 587, 590-591; *Murray v. Tulare Irrigation Co.* (1898) 120 Cal. 311, 314-315); (4) by metes and bounds (*Anderson-Cottonwood Irrigation Dist.*, at p. 590); or (5) by supplying information that a surveyor applying the "'rules of surveying'" could use and thereby find the property (*Rea v. Haffenden* (1897) 116 Cal. 596, 602-603 (*Rea*); *McCullough v. Olds* (1895) 108 Cal. 529, 532). Property descriptions in deeds must be more detailed than in other documents, such as contracts to convey real property (*Calvi v. Bittner* (1961) 198 Cal.App.2d 312, 315-316; *Johnson v. Schimpf* (1925) 197 Cal. 43, 48; *Ralston v. Demirjian* (1948) 86 Cal.App.2d 124, 126-127), mortgages (*United Bank & Trust Co. v. Powers* (1928) 89 Cal.App. 690, 698), and documents regarding the assessment of taxes on the property (*Cafferkey v. City and County of San Francisco* (2015) 236 Cal.App.4th 858, 869).

The 2006 quitclaim deed is void because it contains no description of the property whatsoever.

Jamie offers three reasons why the 2006 quitclaim deed's property description is nevertheless sufficient.

First, she argues that deficiencies in a deed's property description can be cured, and for support cites *Oatman v. Niemeyer* (1929) 207 Cal. 424, *Leonard v. Osburn* (1915) 169 Cal. 157, and *Rea*, *supra*, 116 Cal. 596. None of these cases alters the result in this case: *Oatman* is of no aid because it authorizes reformation of a deficient deed (*Oatman*, at p. 427), and the issue here is sufficiency—not reformation; *Leonard* provides that a deed with a partially incorrect description is not void where the correct information in the deed is still enough to identify the property (*Leonard*, at pp. 160-161), but here there is no correct information at all (see generally § 2077 [providing rules for construing property descriptions in deeds]); and *Rea*, as noted above, simply provides that a deed is not void if it contains sufficient information for a surveyor to find the property (*Rea*, at pp. 602-603), but the deed here contains no such information.

Second, Jamie contends that it is possible to locate the property in this case because: (1) the 2006 quitclaim deed contains the names of the grantors and grantees, and a search of the grantor-grantee index at the county recorder's office turns up only the property; and (2) Yin specified the Fernleaf property's address, in the upper left hand corner of the quitclaim deed, as the address to which tax statements should be mailed. Accepting Jamie's first argument is to ignore the rule that the property description be sufficient without resort to extrinsic evidence. (*Redemeyer*, *supra*, 61 Cal.App. at pp. 429-430.) Accepting Jamie's second argument is to ignore that the address designed for receipt of tax statements is not meant to be the description of the property. Sometimes, the two are the same; other times, they

are not. Indeed, the address specified for tax statements in the 2013 quitclaim deed is an address *other than* the property's address.

Lastly, Jamie posits that the parties in this case all knew what property the deed pertains to, and that is sufficient. She is wrong for the simple reason that, if she were right, none of the 100-plus years of cases cited above would have been necessary because the parties in those cases knew which property was the subject of their litigation.

2. *Absence of delivery*

A deed to convey real property is void unless it is "delivered," and a deed is "delivered" only if, among other things, the grantor intends to "pass [to the grantee] a present interest in the property" and to "divest himself of title." (*Rothney v. Rothney* (1940) 41 Cal.App.2d 566, 571; *Williams v. Kidd* (1915) 170 Cal. 631, 638-639; *Ivancovich v. Sullivan* (1957) 149 Cal.App.2d 160, 164.) In this case, father and Yin both testified that father's intent was to have Yin manage the property *for father*, not for father to divest himself of title to the property for all purposes.

Jamie argues that the act of recording the deed equates to "delivery" of the deed under Evidence Code section 451. Evidence Code section 451 deals with subjects of mandatory judicial notice, and is irrelevant. Further, the recording of a deed does not cure the absence of donative intent.

3. *Alteration of deed after father signed it*

A deed is void if it (1) "is altered or changed by someone other than the grantor before it is delivered or recorded" and (2) "the alteration is without the grantor's knowledge or consent." (*Lin v. Coronado* (2014) 232 Cal.App.4th 696, 702.) Under this rule, the 2006 quitclaim deed is void because mother altered it to

add Jamie as a co-grantee after father (a co-grantor) signed the deed, and she did so without father's knowledge or consent.

Jamie offers three arguments in response.

First, she asserts that father ratified the altered deed by doing nothing about it for many years after learning of the alteration. Although it is possible for a grantor to ratify the invalid delivery of a deed (*Security-First National Bank v. Clark* (1935) 8 Cal.App.2d 709, 714), ratification of a written deed must itself be in writing (*Estate of Stephens* (2002) 28 Cal.4th 665, 673; *Jones v. Coulter* (1925) 75 Cal.App. 540, 551-552 (*Jones*); see generally Civ. Code, § 2310.) Here, there was no *written* ratification.

Second, Jamie contends that father's inaction estops him from denying his subsequent consent to adding her as a co-grantee. Estoppel is distinct from ratification (*Jones*, *supra*, 75 Cal.App. at p. 551), but it requires proof that (1) the party to be estopped (here, father) is """apprised of the facts"""; (2) he intended his conduct """shall be acted upon"""; (3) the other party (here, Jamie) be """ignorant of the true state of facts"""; and (4) the other party (here again, Jamie) detrimentally relied upon the conduct. (*Gorlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1506; *Waller v. Truck Ins. Exchange, Inc.* (1995) 11 Cal.4th 1, 34.) Here, substantial evidence supports a finding that at least two of those elements are missing. To begin, father may have known Jamie was on the title, but he did *not* know that she would ignore the intent he expressed to Yin—namely, that the grantees were only managing the property. If anything, Jamie's conduct in holding father's money and returning a portion of it on demand was consistent with being a steward of father's assets rather than their owner. Further, Jamie has not shown that she

relied to her detriment on father's inaction—particularly in light of the fact that she was reimbursed for the improvements she made to, and the property taxes she paid on, the property.

Lastly, Jamie argues that mother's unilateral change to the 2006 quitclaim deed at most affected mother's one-half interest in the property, which mother was allowed to convey unilaterally. Jamie starts by asserting that the property was held in joint tenancy, but that is legally incorrect because property acquired during a marriage—like the property here indisputably was—is acquired as community property, even if title purports to be held in joint tenancy. (*In re Marriage of Haines* (1995) 33 Cal.App.4th 277, 290; Fam. Code, § 2581.) Jamie is also wrong that mother could convey her one-half interest in the property because "both spouses . . . must join in executing *any* instrument" "convey[ing]" "community real property or any interest therein" (Fam. Code, § 1102, subd. (a), italics added), and this includes a spouse's "one-half undivided interest" in such property (*Droeger v. Friedman, Sloan & Ross* (1991) 54 Cal.3d 26, 38, superseded in part on other grounds by Fam. Code, § 2033).

4. *Jamie's arguments*

In addition to the arguments challenging each of the trial court's grounds for finding the 2006 quitclaim deed void, Jamie also levels four more global attacks on the court's reasoning.

a. Statute of limitations

Jamie asserts that the trial court was powerless to declare the 2006 quitclaim deed void because the statute of limitations for the invalidation of a deed is four years (pursuant to section 343) and that father was aware of the defects in the deed by 2007 at the latest, such that Jay's 2013 cross-complaint is untimely.

No statute specifically defines a statute of limitations for a quiet title claim. (*Muktarian v. Barmby* (1965) 63 Cal.2d 558, 560 (*Muktarian*).) Courts have identified three possible statutes of limitations that may apply to such a claim: (1) the limitations period for fraud or mistake, which is three years (§ 338, subd. (d)); (2) the limitations period for "action[s] for the recovery of real property" or "action[s] . . . arising out of the title to real property," which is five years from the date the plaintiff or his "grantor" is no longer in possession of the property (§§ 318, 319; *Robertson v. Superior Court* (2001) 90 Cal.App.4th 1319, 1328; *Haney v. Kinevan* (1946) 73 Cal.App.2d 343, 344; *Lawrence v. Maloof* (1967) 256 Cal.App.2d 600, 603); or (3) the "catchall" limitations period for any actions not covered by any other statute of limitation, which is four years (§ 343; *Leeper v. Beltrami* (1959) 53 Cal.2d 195, 212 [quiet title based on rescission]; *Walters v. Boosinger* (2016) 2 Cal.App.5th 421, 432-433 [quiet title based on voidness against public policy]; *Moss v. Moss* (1942) 20 Cal.2d 640, 644-645 [quiet title based on undue influence]). (See generally *Leeper*, at pp. 212-213 [noting three different options]; *McCoy v. Gustafson* (2009) 180 Cal.App.4th 56, 103-104 [same].) In deciding which statute of limitations to apply, courts should select the period that best fits "the basic cause of action giving rise to the plaintiff's right to relief." (*Leeper*, at p. 214.)

In this case, we conclude that the most apt statute of limitations is the period applicable to "action[s] for the recovery of real property" or "action[s] . . . arising out of the title to real property" (§§ 318, 319), and do so for two reasons. First, the defects in the 2006 quitclaim deed are the defects in its description of the property, in its delivery, and in its unilateral

alteration prior to recording. Our Supreme Court in *Kenney v. Parks* (1902) 137 Cal. 527, 530 declared that defects in a deed's delivery were subject to the limitations period set forth in sections 318 and 319 (rather than section 343). *Kenney* governs here. Although *Estate of Pieper* (1964) 224 Cal.App.2d 670 subsequently applied section 343 to a case involving the nondelivery of a deed, *Estate of Pieper* nowhere considered the applicability of sections 318 and 319; and if it had, *Kenney* would have dictated—and still does dictate—the application of sections 318 and 319. (Accord, *Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, 456-457.) Second, section 343 is a "catchall" that applies in the absence of a more directly applicable statute of limitations period; here, sections 318 and 319 provide that more directly applicable period.

Jay's claim was timely under sections 318 and 319. The limitations period under these sections does not begin to run until the plaintiff or his grantor is no longer in possession of the property (§§ 318, 319), and this rule serves a very practical goal: As long as a party is still in possession, "there is no reason to put him to the expense and inconvenience of litigation until [a quiet title] claim is pressed against him." (*Muktarian*, *supra*, 63 Cal.2d at pp. 560-561.) In this case, it is undisputed that father (as Jay's grantor) was residing on the property from the date he returned from New Mexico in 2006 through the date of trial; accordingly, the limitations period only started to run, at the earliest, when Jamie sued for quiet title in September 2013. Although a plaintiff in this situation may still be barred by the doctrine of laches (*ibid.*), Jamie has not provided any reasoned argument that this bar applies and has consequently waived any laches

argument on appeal (*Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 956 (*Cahill*)).

b. Incorrect assessment of credibility

Jamie next argues that the trial court erred in crediting the trial testimony of father, Jay, and Yin over her own trial testimony.

We reject this argument. Our power to second guess a trial court's credibility findings is very limited; we may only do so where the testimony is """"unbelievable *per se*""""—that is, if it is "'physically impossible or inherently improbable.'" (*Lenk v. Total-Western, Inc.* (2001) 89 Cal.App.4th 959, 968; *People v. Jones* (2013) 57 Cal.4th 899, 963.) The testimony of father, Jay, and Yin does not fall into any of those very narrow exceptions: Their testimony was neither physically impossible nor inherently improbable.

Jamie nonetheless asserts her testimony was more credible. As a legal matter, her testimony is largely irrelevant because it conflicts with the testimony of father, Jay, and Yin, and because an appellate court undertaking substantial evidence review must "'discard[]'" all conflicting evidence. (*In re Marriage of Dick* (1993) 15 Cal.App.4th 144, 156.) Here, as we explain above, the record—when properly construed—supports the trial court's ruling regarding the invalidity of the 2006 quitclaim deed.

As a factual matter, we disagree that Jamie's testimony is more credible. The trial court had ample reason to question her veracity. Jamie testified at trial that she believed the 2006 quitclaim deed was an unconditional gift, but had previously testified during her deposition that she was "holding onto title . . . for [father's] benefit." Jamie testified at trial that father had given her only $100,000, but previously testified during her

deposition that he gave her $130,000 and later amended her deposition answer to say she did not recall the additional $30,000. Jamie asserts that her account of events makes more sense because, to paraphrase, "Why would any rational person agree to quitclaim her half-interest in the property if she were not getting something in return?" The answer is simple: She would if she knew all along that she was holding the property for someone else. Jamie also contends that some of her testimony was corroborated by her post-March 2013 text messages, but they at most reflect Jamie's unilateral view that there had been an agreement to split up the property; nothing Yin said in those text messages confirmed Jamie's view.

c. Defects in the trial court's order

Jamie also posits that the trial court's order was defective because it did not discuss some of the evidence she believes was favorable to her, such as the tenant's testimony about what he overheard at the March 2013 family meeting; her expert witness's testimony; her attorney-friend's testimony; her remodeling efforts for the front house; or her prior loans to Yin.

Jamie has waived this argument. The trial court's order is labeled, and thus operates, as a statement of decision. However, the docket reflects that Jamie never filed any objections to the statement. Because a party waives the right to complain about deficiencies in a statement of decision if she does not bring those deficiencies to the trial court's attention (*Fladeboe v. American Isuzu Motors Inc.* (2007) 150 Cal.App.4th 42, 58-60), Jamie has waived her right to complain on appeal.[3]

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3 Jamie also complains that the trial court erred in excluding testimony that father engaged in domestic violence against mother. Jamie did not include any reasoned argument on this

What is more, none of this additional evidence undermines the sufficiency of the evidence underlying the trial court's ruling regarding the invalidity of the 2006 quitclaim deed, the validity of the 2013 quitclaim deed, the division of the rent money, or the distribution of the family money. At best, this evidence conflicts with the testimony presented by Jay; as noted above, we must "'discard[]'" it. (*In re Marriage of Dick*, *supra*, 15 Cal.App.4th at p. 156.)

d. Adverse possession

Jamie lastly argues that the validity of the 2006 quitclaim deed is irrelevant because she acquired title to the property through adverse possession in 2012. To obtain title through adverse possession, a would-be adverse possessor must establish (1) that she "actual[ly] occup[ied]" the property "under such circumstances as to constitute reasonable notice to the owner," (2) that her possession was "hostile to the owner's title," (3) that she "claim[ed] the property as [her] own, under either color of title or claim of right," (4) that her possession was "continuous and uninterrupted for five years," and (5) that she paid "all the taxes levied and assessed upon the property during the period." (*Dimmick v. Dimmick* (1962) 58 Cal.2d 417, 421; §§ 322-325; Civ. Code, § 1007.) All the elements must be present during all five years of continuous and uninterrupted possession. (*Zolezzi*

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point, however, so the point is waived. (*Cahill*, *supra*, 194 Cal.App.4th at p. 956.) Her argument lacks merit in any event because the trial court did not abuse its discretion in concluding that any domestic violence between father and mother had no bearing on the validity of the 2006 quitclaim deed. (Accord, *McIntyre v. The Colonies-Pacific, LLC* (2014) 228 Cal.App.4th 664, 670 [abuse of discretion review].)

v. Michelis (1948) 86 Cal.App.2d 827, 832; *Estate of Hughes* (1992) 5 Cal.App.4th 1607, 1615.)

Substantial evidence supports the trial court's implicit finding that at least two of these elements are absent. Jamie was in possession of the property along with father. Exclusive possession of property by a cotenant is presumed to be permissive and not hostile (*Johns v. Scobie* (1939) 12 Cal.2d 618, 623-624); *joint* possession, like we have here between Jamie and father (who was present with Jamie's and Yin's consent), would seem to be even more permissive and non-hostile. To be sure, Jamie could have made her possession hostile by communicating that hostility (*ibid.*), but she never did. To the contrary, Jamie willingly handed back her father's $100,000 when he asked and willingly signed the quitclaim deed in March 2013, in both instances seemingly disclaiming any absolute entitlement to those assets. Also, Jamie *and Yin* paid property taxes in 2007 and 2008, and Jamie was reimbursed by Jay and Yin for the property taxes she paid in 2007 through 2012. These facts defeat the requirement that Jamie alone was the one who paid taxes on the property for five years. (Accord, *Williams v. Stillwell* (1933) 217 Cal. 487, 492 [reimbursement of property taxes is "in effect" a payment of those taxes by the reimbursing party].)

B. *Validity of 2013 Quitclaim Deed*

The trial court ruled that father, who never lost title to the property under the 2006 quitclaim deed, validly conveyed the property to Jay for purposes of management only in 2013; the court accordingly construed the 2013 quitclaim deed as creating a constructive trust on the property for father's benefit. The testimony of father and Jay supports this disposition. Jamie does not raise any challenges to this specific ruling.

II. Claims Regarding the $180,000 in Family Money

Jamie's claims for breach of contract, an equitable lien, and specific performance seek a one-third portion of the $100,000 father allowed Jamie to manage before asking for it back as well as a one-third portion of $80,000 that Jamie testified father gave Jay for a down payment on a house and to buy a minivan. Like the claims regarding title to the property, we review this claim for substantial evidence. (*Ferguson*, *supra*, 233 Cal.App.4th at p. 682.)

Substantial evidence supports the trial court's ruling that Jamie is not entitled to this money. Certainly, Jamie testified that father gave Jay $80,000 and that she and her two siblings agreed in March 2013 to split up the $80,000 and the $100,000 of father's life savings amongst themselves. However, Jay and father denied that father ever gave him $80,000, and Yin denied there was an agreement to divide up father's money while he was still alive. As explained above, the trial court was well within its province to credit father's, Jay's, and Yin's testimony over Jamie's, and their testimony amply supports the court's ruling.

DISPOSITION

The judgment is affirmed. Jay is entitled to his costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS.

_____, J.
HOFFSTADT

We concur:

_____, P. J.
LUI

_____, J.
ASHMANN-GERST