Circuit Court for Prince George's County
Case No. CAD22-18171

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 417

September Term, 2023

WILBUR E. BROWN, JR.

v.

ANDREA B. WILLIAMS-BROWN

Beachley,
Shaw,
Meredith, Timothy E.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Shaw, J.

Filed: July 22, 2024

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This *pro se* appeal arises from a Judgment of Absolute Divorce by the Circuit Court for Prince George's County dissolving the marriage of Appellant, Wilbur E. Brown, Jr., and Appellee, Andrea B. Williams-Brown. In its divorce decree, the court granted Wife a monetary award and ordered the appointment of a trustee to sell the marital home, with $51,293.29 of the proceeds to be distributed to Husband as *Crawford* credits and any remainder to be divided equally between the parties.[1] Husband timely appealed.[2] In his informal appellate brief, Husband presents four issues for our review, which we have consolidated, reordered, and rephrased as follows:[3]

[1] The phrase "*Crawford* credits" is derived from *Crawford v. Crawford*, 293 Md. 307, 314 (1982), and refers to an award of contribution to a divorcing party for payments of the mortgage, taxes, insurance, and other carrying costs on real property made during a period of marital separation. *See Baran v. Jaskulski*, 114 Md. App. 322, 332 (1997) ("Crawford Credits—the general law of contribution between cotenants of jointly owned property applies when married parties, owning property jointly, separate. A married, but separated, cotenant is, in the absence of an ouster (or its equivalent) of the nonpaying spouse, entitled to contribution for those expenses the paying-spouse has paid."). *See also Freedenburg v. Freedenburg*, 123 Md. App. 729, 737 n.1 (1998) ("A 'Crawford Credit' is a credit that one co-tenant, who, after separation, lays out money to make mortgage payments or other carrying charges on property held as tenants by the entireties, is usually entitled to receive, absent an agreement between the parties.").

[2] Wife neither filed an appellate brief nor otherwise participated in this appeal.

[3] In his appellate brief, Husband phrased his questions presented as follows:

> [1.] Did the court abuse discretion to ascertain source of funding and the mechanics?
>
> [2.] Did the court err by omission to cease use and possession of the marital home?
>
> [3.] Did the court err in calculation of "Crawford Contribution" credit?

1. Did the court abuse its discretion by ordering that the marital home be sold?

2. Did the court commit reversible error in calculating the *Crawford* credits it awarded Husband?

For the reasons that follow, we vacate the appointment of a trustee to sell the marital home, the award of *Crawford* credits and distribution of any remaining proceeds from such sale, as well as the monetary award. We remand with instructions that the circuit court reconsider whether to grant a monetary award and the amount thereof.

BACKGROUND

Underlying Facts

At all times relevant to this case, Husband—but not Wife—was title owner and mortgagor of a house in Prince George's County ("the Home"), which he purchased on February 11, 1983, for $82,500. Wife met Husband in or around 1991 and moved into the Home approximately one year later. Throughout the ensuing decade, the parties resided there together as an unmarried couple. Wife gave birth to their first child, Wilbur III in 1994. The parties, both of whom had been employed since they met, continued to work during Wife's pregnancy and after Wilbur's birth.

Husband and Wife were married in July 2003 in a religious ceremony performed in Nassau, Bahamas. The parties conceived a second child that same year. Upon learning of the pregnancy, Husband proposed that Wife become a stay-at-home mother until the child

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[4.] Did the court abuse discretion to sale in lieu of partition using superficial property values to opt for sale as a more expedient course of action available under [FL] § 8-205?

reached five years of age, at which time she would return to work. Wife agreed and discontinued her employment shortly before the birth of their second son, Ivan in 2004.

Consistent with their agreement, Husband was the sole "breadwinner" during the five years following Ivan's birth, while Wife assumed the role of homemaker and primary caregiver to the children. When Ivan entered kindergarten at age five, Wife chose to remain at home rather than obtain employment.[4] According to Husband, her decision to do so was a source of marital tension, particularly given that, at approximately the same time, he "ended up getting a job that paid less money and . . . needed the additional income to help with the household." Husband continued to work until he lost his job in or around 2012 and began receiving Social Security Disability benefits, which have since been his sole source of income.[5]

The parties separated on or about April 20, 2015, following allegations of domestic violence, and have since lived separate and apart, with Wife continuing to reside in the Home with their sons.[6] In September of 2015, Wife obtained a one-year protective order

[4] At the merits hearing, Wife attributed her continued unemployment to the demands of her domestic duties, as well as several medical conditions from which she suffers.

[5] Husband testified that he was granted Social Security Disability benefits due to "bad case[s] of arthritis [and] gout[.]"

[6] Wife testified that Ivan attends college and lives on campus, but returns to the Home while on break.

against Husband, directing him to immediately vacate the Home and granting her temporary use and possession thereof.[7]

Throughout the separation, Husband's sister provided both parties with financial support. For his part, Husband testified that his sister had permitted him to reside with her, assisted him in removing the Home from foreclosure, and contributed to his monthly mortgage payments.[8] Wife, on the other hand, averred that her sister-in-law had both been making mortgage payments on the Home "since it [came] out of foreclosure" and helped her to finance repairs and improvements to it.[9] With the exception of his contributions to the mortgage, Husband has not provided Wife with any financial support since they separated. Since 2015, Wife has relied upon "[t]he [g]overnment, [her] sister[-]in[-]law, and family members" for financial support.

Procedural History

On July 10, 2022, Husband filed a complaint for absolute divorce on the ground of a one-year voluntary separation. In that complaint, he sought, among other things,

[7] Although it is not included in the appellate record, we take judicial notice of the protective order entered in Prince George's County Circuit Court Case Number CADV15-24764, as it is available on MDEC. *Cf. Lewis v. State*, 229 Md. App. 86, 90 n.1 (2016) ("We take judicial notice of the docket entries . . . found on the Maryland Judiciary CaseSearch website, pursuant to Maryland Rule 5-201."), *aff'd*, 452 Md. 663 (2017).

[8] According to Husband, as of January 31, 2023, the monthly mortgage on the Home was approximately $1,150.

[9] Wife testified that her sister-in-law paid for such renovations directly and then informed her "of the amount of the bill and the amount which she [wa]s going to charge [her]."

exclusive use and possession of the Home, Wife's removal therefrom, and "a monetary award . . . after adjusting the parties' rights and equities in marital property and debt." On September 6, 2022, Wife filed an answer to Husband's complaint as well as a counterclaim for absolute divorce on the grounds of separation, adultery, actual and constructive desertion, cruelty, and excessively vicious conduct. In her counter-complaint, Wife sought, *inter alia*, "[her] share of the property or its value[,]" "[t]ransfer of the real property jointly owned by the parties[,]" and an alimony award. Husband filed an answer to Wife's counterclaim on October 12, 2022. In that answer, he denied Wife's allegations of wrongful conduct and asked that the court dismiss her counter-complaint and deny her requests for "the transfer of real property" and alimony.

Following a two-day merits hearing, the court announced its decision from the bench, stating, in part:

> With respect to marital property, there are three steps that the [c]ourt must make in making a monetary award. The first step[is] to identify the marital property. Second, the value of that property and third, to make an award of marital property.
>
> * * *
>
> The [c]ourt finds that the [Home] is marital property. It is undisputed that since 2003, [Husband] used marital funds to pay the mortgage of the [Home] and other expenses. The record is sparse as to the value of the [Home] . . . .
>
> In fact, the record has conflicting analys[e]s regarding the value of the [Home] according to the joint statement of property. [Husband] asserts that the current value of the [Home] is $238,000. [Wife] asserts that the current value of the [Home] is $300,000. Neither party provided evidence as to the current valuation of the [Home] other than a Zillow valuation estimate. Not

> only is that Zillow estimate hearsay, it is not a credible source of valuation of residen[tial] property.
>
> The [c]ourt declines to make up numbers or mathematical algorithms to unearth the marital or non-marital percentages of the . . . [H]ome. It is clear that marital funds have been used to pay for the [Home] since . . . 2003 which is 20 years. It is also clear that the [Home] was financed in 2008 during the marriage. It is unknown what marital funds were used for the closing or if [Husband] took out any equity in the home which is also considered to be marital property arguably.
>
> Therefore, the [c]ourt finds the [Home] is considered to be marital property. And the [c]ourt . . . will appoint a trustee and order the [Home] to be sold. [Husband] however is entitled to a Crawford credit of $51,293.29. Although [Husband] has not been at the . . . [H]ome since at least 2014, due to what the parties claim was a [domestic violence] order, it is undisputed that he paid the mortgage, property taxes and insurance from the time that he left to present day.
>
> Subtract 2014 as the year that he was ordered out of the home, [Husband] is entitled to a Crawford credit for half the value of each mortgage payment from 2015 to present. That amount is $48,604.29. The [c]ourt also finds that he is entitled to the proceeds of insurance claim[s] that are fraudulently submitted in his name in the amount of $2,689.[10] After the sale of the [Home] and after the lien is satisfied, [Husband] is entitled to $51,293.29. If there are any proceeds left over, then the parties will divide th[em] equally.

"Based on the evidence established at trial" and after considering the factors enumerated in Maryland Code (1984, 2019 Repl. Vol.), § 8-205(b) of the Family Law Article ("FL"), the court granted Wife a monetary award in the amount of $375 but denied her request for alimony.

[10] The court evidently is referring here to Husband's allegation that Wife endorsed and either cashed or deposited two checks issued by Liberty Mutual, the Home's insurance carrier, to Husband and made payable solely to him.

The court memorialized its oral ruling in a written order entered on April 6, 2023, which provided, in pertinent part:

> **ORDERED**, that [Wife] is granted a monetary award in the amount of Three Hundred Seventy Five ($375.00) Dollars, and it is further,
>
> * * *
>
> **ORDERED**, that a trustee shall be appointed to sell the . . . [H]ome . . . , and from the proceeds of sale, [Husband] shall be entitled to Fifty One Thousand, Two Hundred Ninety Three Dollars and Twenty-Nine Cents ($51,293.29) as contribution, and the remainder of the proceeds shall be divided equally among the parties[.]

Husband timely appealed.

We will include additional facts as necessary to our resolution of the issues presented.

STANDARD OF REVIEW

"Pursuant to Maryland Rule 8-131(c), where, as here, an action has been tried without a jury, the appellate court will review the case on both the law and the evidence."[11] *Friedman v. Hannan*, 412 Md. 328, 335 (2010). We "accord great deference to the findings and judgments of trial judges, sitting in their equitable capacity, when conducting divorce proceedings." *Boemio v. Boemio*, 414 Md. 118, 124 (2010) (quotation marks and citation omitted).

[11] Maryland Rule 8-131(c) provides:

> When an action has been tried without a jury, an appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.

We review the trial court's factual findings for clear error and will not disturb such findings if there is any competent evidence in support thereof. *See Friedman*, 412 Md. at 335-36 ("If there is any competent evidence to support the factual findings below, those findings cannot be held to be clearly erroneous." (quotation marks and citation omitted)). We owe no deference, however, to the court's resolution of purely legal questions. *See Shih Ping Li v. Tzu Lee*, 210 Md. App. 73, 96 (2013) ("'[R]egarding pure questions of law, the trial court enjoys no deferential appellate review, and the appellate court must apply the law as it discerns it to be.'" (quotation marks and citation omitted)), *aff'd*, 437 Md. 47 (2014). Thus, "[w]e review the circuit court's . . . legal conclusions *de novo*." *Id.* Finally, in a divorce case such as this, we review the circuit court's distribution of marital property, its "decision regarding whether to grant a monetary award, and the amount of such an award, . . . for abuse of discretion." *Brown v. Brown*, 195 Md. App. 72, 110 n.19 (2010). *See also Jocelyn P. v. Joshua P.*, 250 Md. App. 435, 463 (2021) ("[W]e review a trial court's distribution of marital property for abuse of discretion.").

DISCUSSION

I.

Husband contends that the court abused its discretion by ordering the sale of the Home in lieu of permitting either party to buy out the other's interest therein. Attributing the court's decision to insufficient evidence on which to base a reasonable valuation, Husband suggests that "an appraisal of the . . . [H]ome's condition may have provided a fair market value basis for the court to authorize one of the parties to purchase the interest

of the other[.]" He argues that foregoing an appraisal and opting instead for a court-ordered sale was "not in the best interest of the divorcing parties—financially or emotionally." We agree that the court erred in ordering the sale of the Home, albeit for a different reason than that advanced by Husband.[12]

When equitably distributing marital property and a prerequisite to granting a monetary award to adjust the rights and equities of the parties therein, Maryland courts conduct a three-step analysis. *Alston v. Alston*, 331 Md. 496, 512 (1993). First, "'if there is a dispute as to whether certain property is marital property, the court shall determine which property is marital property[.]" FL § 8-203(a). Secondly, with certain exceptions not here relevant, "the court shall determine the value of all marital property." FL § 8-204(a). Finally, "the court may transfer ownership of an interest in [certain] property . . . , grant a monetary award, or both, as an adjustment of the equities and rights of the parties concerning marital property[.]" FL § 8-205(a)(1).

The meaning of "marital property" is clearly critical to the proper application of the first and second analytical steps. *See Green v. Green*, 64 Md. App. 122, 133 (1985) ("It is clear that steps 1 and 2 hinge on the definition of 'marital property.'"). FL § 8-201(e)(1)

[12] We note in passing that the record does not support Husband's assertion that the court ordered the appointment of a trustee to sell the Home *in lieu of* "authoriz[ing] one of the parties to purchase the interest of the other[.]" To the contrary, the court expressly authorized such a buyout provided that the parties reached an agreement regarding the terms thereof. They did not do so, and that failure cannot be deemed an "error" committed by the court. Moreover, it was incumbent upon the parties and not the court to present evidence as to the Home's value.

defines "marital property" as "property, *however titled*, acquired by 1 or both parties during the marriage." (emphasis added). As is evident from the plain language of FL § 8-201(e)(1), "'[m]arital' and 'nonmarital' are adjectives descriptive not of ownership . . . but merely of the time or manner of acquisition by either or both spouses." *Kline v. Kline*, 85 Md. App. 28, 43 (1990), *cert. denied*, 322 Md. 240 (1991). Thus, the designation of property as "marital or nonmarital has nothing whatsoever to do with who owns it[.]" *Id.*

Although ownership is not directly relevant to the classification or valuation of marital assets, it is potentially dispositive of a court's authority to order the sale or transfer of the parties' property. Generally, "the court may not transfer the ownership of personal or real property from one party to the other." FL § 8-202(a). In other words, a divorce court is not ordinarily "'empowered to alter title to real or personal property held by the parties or to directly divide or distribute that property in a way that is inconsistent with title[.]'" *Lohman v. Lohman*, 331 Md. 113, 127 (1993) (quoting *Herget v. Herget*, 319 Md. 466, 471 (1990)). That general rule is, however, subject to certain exceptions enumerated in FL § 8-205(a)(2).

Pursuant to FL § 8-205(a)(2), a court may "transfer ownership of an interest in . . . real property *jointly owned by the parties* and used as the principal residence of the parties when they lived together[.]" (emphasis added). Courts lack the authority, however, to transfer an ownership interest in individually titled real property. Thus, a court must divide such property according to title and, if it determines that doing so would be unfair, "may make a monetary award to rectify any inequity created by the way in which property

acquired during marriage happened to be titled." *Abdullahi v. Zanini*, 241 Md. App. 372, 406 (2019) (quotation marks and citations omitted). *See also Reichert v. Hornbeck*, 210 Md. App. 282, 360-61 (2013) ("The monetary award is . . . an addition to and not a substitution for legal division of the property accumulated during the marriage, according to title. It is intended to compensate a spouse who holds title to less than an equitable portion of that property[.]" (quotation marks and citation omitted)).

Although it authorizes a court to grant a monetary award to adjust the parties' rights and equities in marital property, FL § 8-205 "does not carry with it a right in the court to determine the assets that will be transferred or utilized to fund that award." *Blake v. Blake*, 81 Md. App. 712, 726 (1990). Thus, without the parties' consent, a court cannot order the sale of their individually—rather than jointly—owned property and the division of the proceeds therefrom. *See Brewer v. Brewer*, 156 Md. App. 77, 114 (holding that the court "had no authority to order the sale of [personal] property and the division of the proceeds[,]" as it "was owned by the parties individually, not jointly"), *cert. denied*, 381 Md. 677 (2004); *Jandorf v. Jandorf*, 100 Md. App. 429, 438 (1994) ("[T]he court has authority only to order the sale of jointly owned property."); *Fox v. Fox*, 85 Md. App. 448, 454 n.2 (1991) ("Absent consent of the parties, ordering the sale of property owned solely by the husband and the transfer of the husband's property to the wife, instead of increasing the monetary award *pro tanto*, was improper.").

In this case, the evidence clearly indicated (and the parties agreed) that Husband was the sole title owner and mortgagor of the Home. In their joint statement of marital and

nonmarital property, which was admitted in evidence without objection, the parties stipulated that the Home was titled solely to Husband. At the hearing, moreover, Wife expressly averred that Husband—and not she—was the title holder and mortgagor of the Home, testifying as follows:

> Q And [the Home] is not titled in your name?
>
> A That is correct.
>
> Q It was titled to [Husband]?
>
> A Correct.
>
> Q And are you not on the mortgage set up properly either?
>
> A Also correct.
>
> Q And to your knowledge, . . . the mortgage is only in [Husband]'s name?
>
> A Yes, ma'am. You are correct, again.

The parties' respective attorneys also repeatedly represented that Husband was the Home's sole title owner. Speaking on his behalf, Husband's counsel advised the court:

> The [Home] is currently titled and mortgaged to [Husband] and he has been the sole person making payments on [it].
>
> * * *
>
> [T]he [Home] is not titled in [Wife's] name.
>
> * * *
>
> All of the property is titled in [Husband]'s name.

Wife's attorney, in turn, stated:

> We agree that the [Home] is titled in [Husband's] [name].
>
> * * *

> [T]here is no dispute . . . from [Wife] that the title of the [Home] is [in Husband's name].

The court's findings did not contravene these undisputed facts. Although in announcing its decision, the court determined that the Home was marital property, it did not address the separate and distinct issue of ownership. Instead, it cursorily ordered the appointment of a trustee to sell the Home. As the parties neither jointly own the Home nor consented to its sale, the court lacked the authority to do so. We must therefore vacate those portions of the court's order directing the sale of the Home and the distribution of the proceeds therefrom.

II.

Husband also asserts that the court committed reversible error by miscalculating the *Crawford* credits it awarded him. He advances three arguments in support of that contention. First, he complains that the court failed to ascertain the extent to which his sister contributed to the carrying costs on the Home.[13] Secondly, Husband claims that the court's *Crawford* credit calculations "appear[] to have been based on an average monthly mortgage payment, including tax and insurance, of $1,012.59 for eight years (March 2015

[13] Husband concedes that he had not been "forthcoming" regarding the extent of his sister's financial contributions, purportedly because he believed that the information was "not . . . subject to disclosure[.]" He also admits that because Ms. Moore sent the documents to counsel in March, her submission was "too late to affect the divorce." Husband acknowledges that even if the documents had been timely sent and properly introduced into evidence, "there is no assurance that[,] in the scheme of equitable distribution, the outcome [would have] fare[d] differently." He nevertheless asks that we remand this case to afford him an additional opportunity to introduce these records into evidence, claiming that they "have the potential to affect the *Crawford* credit." (emphasis added).

– March 2023), which is a lower average than actual." Finally, Husband represents that Wife retained "exclusive use and possession of the [H]ome" for (at least) five months following the date of the divorce decree, while he continued to make monthly mortgage payments in the amount of $1,117.34. As the court's order did not include a provision pertaining to use and possession of the Home pending its sale, Husband seems to assert that he is entitled to an additional $5,586.70 in *Crawford* credits.

Husband's arguments presuppose that he was entitled to an award of *Crawford* credits in the first instance. As Wife was neither an owner nor a mortgagor of the Home, however, he was not entitled to such an award. We will not reach the merits of Husband's arguments. We vacate the court's *Crawford* credit award.

In *Crawford, supra*, the Supreme Court of Maryland was called upon to resolve the tension between "the general law of contribution that applies to co-tenants" and "the presumption of gift doctrine[.]" 293 Md. at 309. The former principle provides that "one *co-tenant* who pays the mortgage, taxes, and other carrying charges of *jointly owned property* is entitled to contribution from the other." *Id.* (emphasis added). Under the latter doctrine, "[w]hen the co-tenants are married to each other, . . . a presumption of gift usually arises as to any payment made to purchase the property; to improve the property; or to preserve the property[.]" *Id.* at 311 (internal citations omitted). Application of the presumption of gift doctrine therefore ostensibly "defeat[s] the payor spouse's entitlement to contribution." *Flanagan v. Flanagan*, 181 Md. App. 492, 540 (2008). The Court held, however, that "this presumption arises only when the parties are living together as husband

and wife." *Crawford*, 293 Md. at 311. The *Crawford* Court thus "'abolished the presumption of gift between separated spouses and permitted a spouse to seek contribution in those instances when married parties were not residing together and one of them . . . had paid a disproportionate amount of the carrying costs of property.'" *Gordon v. Gordon*, 174 Md. App. 583, 641 (2007) (quoting *Baran*, 114 Md. App. at 328). *Accord Turner v. Turner*, 147 Md. App. 350, 406 (2002).

"The right to contribution between cotenants exists to [e]nsure that a cotenant of property who advances money for the common benefit of all the cotenants should be reimbursed by his cotenants for their pro rata share of the money advanced." *Kamin-A-Kalaw v. Dulic*, 322 Md. 49, 55 (1991). *See also DiTommasi v. DiTommasi*, 27 Md. App. 241, 259-60 (1975) ("'Generally, when one of two or more co-owners of an equity of redemption satisfies the mortgage debt or other encumbrance upon their common property and that payment inures to the benefit of other owners, the payor is entitled to receive contribution from his co-tenants to the extent he has paid their share.'" (quoting *Aiello v. Aiello*, 268 Md. 513, 518-19 (1973))). Such a payment by one cotenant inures to the benefit of another if it "protects . . . common property against loss or . . . enhances the value of . . . common property[.]" *Kline*, 85 Md. App. at 49. Thus, one cotenant may be "entitled" to contribution from another for disproportionate payments he or she makes on a debt encumbering their co-owned property (e.g., a mortgage), thereby protecting both of their

interests therein.[14] *See Spessard v. Spessard*, 64 Md. App. 83, 93 (1985) ("[W]hen one cotenant pays more than his share of taxes, interest on mortgages, and other necessary carrying charges, equity imposes on each cotenant the duty to contribute his proportionate share, since his interest has been protected from extinction by a tax or foreclosure sale." (quotation marks and citation omitted)). In such circumstances, however, the payor is only eligible for contribution if the nonpaying party is an obligor on the underlying debt. *See Aiello*, 268 Md. at 518-19. *See also Meyer v. Meyer*, 193 Md. App. 640, 661 (2010) ("Father cites no cases in which a right of contribution was enforced against the share of a co-tenant who was not a party to the underlying debt."); *Kline*, 85 Md. App. at 49 (explaining that absent eviction or ouster, an out-of-possession property owner is ineligible for contribution from a cotenant based solely upon the latter's exclusive use and enjoyment of the premises).

As discussed *supra*, the record in this case reflects that Husband was the owner and mortgagor of the Home. Wife, by contrast, neither held title to the Home nor was a party

[14] Although this Court has periodically referred to *Crawford* credits as contribution to which a payor spouse is "entitled," the decision to award such contribution is discretionary—not mandatory. *See Flanagan*, 181 Md. App. at 541 ("[T]he court must exercise its discretion to determine whether *Crawford* credits are warranted, and it is therefore not accurate to say that the spouse who pays mortgage and other carrying charges that preserve the property is *entitled to* receive such credits in all cases." (quotation marks and citation omitted; emphasis retained)); *Keys v. Keys*, 93 Md. App. 677, 681 (1992) ("A *Crawford* contribution claim . . . is not a matter of right but is an equitable remedy awarded within the discretion of the court."). Thus, a court "is not obligated to award such contribution between [spouses] at the time of a divorce." *Gordon*, 174 Md. App. at 641 (quotation marks and citations omitted).

to the mortgage.[15] She did not, therefore, have any interest in the Home that Husband's mortgage payments might protect or any liability they might reduce. Husband was not entitled to contribution from Wife for the mortgage payments he made during the parties' separation. The court's *Crawford* credit award is vacated.

CONCLUSION

For the reasons discussed above, we vacate the portions of the divorce decree requiring the sale of the Home, awarding *Crawford* credits to Husband, and directing distribution of any remaining proceeds from the sale. We are mindful that the court likely relied on the erroneous distribution of the proceeds from a sale when calculating the monetary award in favor of Wife. As it is the purpose and function of such an award "to achieve equity between the spouses where one spouse has a significantly higher percentage of the marital assets titled [in] his [or her] name," we likewise vacate and remand Wife's monetary award.[16] *Long v. Long*, 129 Md. App. 554, 577-78 (2000). *Cf. Fox*, 85 Md. App. at 461 ("In view of the fact that we are vacating and remanding . . . the monetary award, for further action by the court, we deem it appropriate to vacate as well those provisions of the divorce judgment that divided [certain marital property] (in lieu of increasing the monetary award *pro tanto*[.]"). We also note that "[i]n determining the amount and method

[15] Accordingly, Husband and Wife were not "cotenants" for purposes of contribution. *See cotenancy*, Black's Law Dictionary (11th Ed. 2019) (defining "cotenancy" as "[a] tenancy with two or more coowners who have unity of possession").

[16] On remand, the court may, in its discretion, accept additional evidence.

of payment of the monetary award, the court must consider the statutory factors enumerated in Md. Fam. Law Code Ann. § 8–205(b). The failure to consider the statutory factors also requires that any monetary award be vacated." *Quinn v. Quinn*, 83 Md. App. 460, 464–65 (1990). Finally, because we are vacating the court's monetary award, so too must we vacate and remand the denial of Wife's request for alimony. *See Turner*, 147 Md. App. at 400 ("The factors underlying alimony, a monetary award, and counsel fees are so interrelated that, when a trial court considers a claim for any one of them, it must weigh the award of any other. Therefore, when this Court vacates one such award, we often vacate the remaining awards for re-evaluation." (citations and footnote omitted)).

The court may, in its discretion, accept additional evidence, *see Long v. Long*, 141 Md. App. 341, 353 (2001), and the court must clarify, revise, and/or supplement its judgment (e.g., with respect to use and possession of the Home) in a manner consistent with this opinion.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY VACATED IN PART.

CASE REMANDED FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID 50% BY APPELLANT, 50% BY APPELLEE.