

STATE OF MICHIGAN
COURT OF APPEALS

ELLEN M. BLACK,

Plaintiff-Appellee,

v

AUTO CLUB INSURANCE ASSOCIATION,

Defendant-Appellant.

UNPUBLISHED
July 28, 1995

No. 165801
LC No. 92-077844

Before: Murphy, P.J., and O'Connell and R.R. Cashen, * JJ.

PER CURIAM.

Defendant appeals as of right a trial court order granting summary disposition in favor of plaintiff. We affirm.

Plaintiff is a quadriplegic as a result of injuries she sustained in an automobile accident. Before the accident, plaintiff lived in an apartment. After the accident, she moved into a barrier-free and handicap-accessible apartment. Defendant, plaintiff's no-fault insurer, claimed that the full monthly rental for plaintiff's barrier-free apartment was not an "allowable expense" under MCL 500.3107(1)(a); MSA 24.13107(1)(a) and reimbursed plaintiff only for the difference between the amount of her rent from the apartment she lived in before the accident and the more expensive rent of her barrier-free apartment. Plaintiff filed a claim against defendant seeking payment of the full monthly rent for her barrier-free apartment and moved for summary disposition pursuant to MCR 2.116(C)(9) and (10). The trial court granted plaintiff's motion based on Sharp v Preferred Risk Mutual Ins Co, 142 Mich App 499; 370 NW2d 619 (1985), and ordered defendant to pay plaintiff back rent of \$8,030. Defendant appeals as of right. We affirm.

Defendant contends that it should only be required reimburse plaintiff for the difference between the amount of her rent from the apartment she lived in before the accident and the more expensive rent of her barrier-free apartment. This Court rejected defendant's argument in Sharp, where we held that the full cost of apartment rent was an "allowable expense" where larger and better equipped housing is required for the injured person than would be required if the person were not injured. Considering the pleadings, affidavits, depositions, and other documentary evidence, and giving the benefit of reasonable doubt to defendant, we conclude that there is no issue upon which reasonable minds might differ. Plaintiff's affidavits, deposition, photographs, and other documentary evidence establish, and defendant does not dispute, that plaintiff's barrier-free apartment is larger and better equipped to accommodate her physical needs. Accordingly, we hold that the trial court properly granted summary disposition to plaintiff as a matter of law pursuant to Sharp and properly ordered defendant to reimburse plaintiff for back rent.

Affirmed.

I concur in result only.

/s/ William B. Murphy
/s/ Raymond R. Cashen

/s/ Peter D. O'Connell

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