

IN THE SUPREME COURT OF THE STATE OF NEVADA

NUNO VIEIRA AND DONNA VIEIRA,
HUSBAND AND WIFE,
Appellants,

vs.

T.J. MAGEE; RELS; RELS
VALUATION; RELS CREDIT; RELS
TITLE; RELS SETTLEMENT
SERVICES; RELS REPORTING
SERVICES, LLC; WELLS FARGO
HOME MORTGAGE; AND WELLS
FARGO BANK,
Respondents.

No. 53690

FILED

NOV 21 2011

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

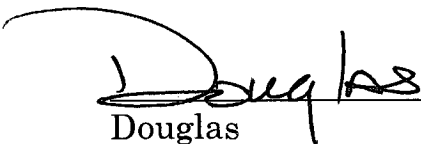
This is a proper person appeal from a district court summary judgment in a real property contract and tort action. Second Judicial District Court, Washoe County; Robert H. Perry, Judge.

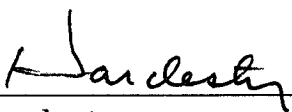
Summary judgment is appropriate when there is no genuine issue of material fact, and thus, the moving party is entitled to judgment as a matter of law. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). To avoid summary judgment once the movant has properly supported the summary judgment motion, the nonmoving party may not rest upon general allegations and conclusions, but must instead set forth by affidavit or otherwise specific facts demonstrating the existence of a genuine issue of material fact for trial. Id. at 731, 121 P.3d at 1030-31; NRCP 56(e). This court reviews an order granting summary judgment de novo. Wood, 121 Nev. at 729, 121 P.3d at 1029.

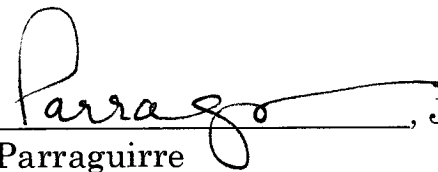
Having reviewed appellants' proper person appeal statement and the record on appeal, we conclude that the district court properly granted summary judgment in favor of respondents. Specifically, appellants failed to provide sufficient evidence to support their claims. As the district court properly noted in its order, appellants failed to show any

basis for reliance or causation based on respondents' conduct, as was necessary, because appellants entered into the contract to purchase the home well before the appraisal occurred and nothing in the contract provided for cancellation of the contract based on failure to obtain financing or for an appraisal value lower than the sale price. See Turner v. Mandalay Sports Entm't, 124 Nev. 213, 217, 180 P.3d 1172, 1175 (2008) (listing causation as a necessary element to establish negligence); Clark Cty. Sch. Dist. v. Richardson Constr., 123 Nev. 382, 396, 168 P.3d 87, 96 (2007) (stating that causation is an essential element in a claim for breach of contract); Restatement (Second) of Torts § 537 (1977) (stating that a person can only recover for a fraudulent misrepresentation if he or she relies on the misrepresentation). Additionally, appellants failed to adequately address their claims for breach of fiduciary duty, bad faith, and breach of warranty in their opposition filed in district court; thus, summary judgment was properly granted. Wood, 121 Nev. at 731, 121 P.3d at 1030-31. Accordingly, we

ORDER the judgment of the district court AFFIRMED.¹

 J.
Douglas

 J.
Hardesty

 J.
Parraguirre

¹We do not address appellants' arguments involving unfair lending claims, as those arguments were not raised below and were not pleaded in their district court complaint. Old Aztec Mine, Inc. v. Brown, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (stating that this court will not consider an issue raised for the first time on appeal). We have reviewed appellants' other arguments raised on appeal and conclude that they lack merit.

cc: Hon. Robert H. Perry, District Judge
Wm. Patterson Cashill, Settlement Judge
Donna Vieira
Nuno Vieira
Alverson Taylor Mortensen & Sanders
Jones Vargas/Reno
Snell & Wilmer, LLP/Las Vegas
Washoe District Court Clerk