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Florida Commercial Landlord Tenant Law

Publication 80530

Release 33

December 2011

HIGHLIGHTS

Updates throughout the treatise include new discussion relating to

- **repair and improvement covenants to comply with the federal Americans with Disabilities Act (ADA) (§ 2.03[2][a])**
- **the importance of landlords' addressing guarantee agreements when leases are extended or new leases are entered into by the same parties (§ 9.04)**

Additional topics include:

Case Law Developments.

Accardo v. Brown, 63 So. 3d 798 (Fla. 1st DCA 2011)—A lessee is considered the equitable owner of leased property if he or she holds virtually all the benefits and burdens of ownership. Thus, where lessees of government-owned property enjoyed capital appreciation and rental income from their interests, had the right to convey their interests without restraint and to encumber their properties with mortgages, and bore responsibility for insurance, maintenance

and repair, the lessees were equitable owners of the real property for ad valorem taxation purposes.

Underwriters of Lloyds of London v. Cape Publ'ns., Inc., 63 So. 3d 892 (Fla. 5th DCA 2011)—Where a lease expressly provided the lessor would purchase a property and casualty insurance policy and the parties agreed the lessee's rent included its pro rata share of the premium, those specific provisions plainly indicated the parties intended the risk of loss to be borne by the lessor's insurer who could not maintain a subrogation action against the lessee because the lessee was an intended beneficiary or co-insured under the lessor's policy.

Amquip Crane Rental, LLC v. Vercon Constr. Mgmt., 60 So. 3d 536 (Fla. 4th DCA 2011)—Under the doctrine of mutuality of obligation, where there is no other consideration for a contract, mutual promises have to be binding on both parties. However, the requirement for mutuality in contracts does not mean that in every case each party has the same remedy. Where a

contract provided the lessee waived the right to a jury trial, it was error for the trial court to find the lessor also waived the right to a jury trial.

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Publication 80530 Release 33

December 2011

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