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Florida Commercial Landlord-Tenant Law

Publication 80530 Release 37 December 2013

HIGHLIGHTS

Updates throughout the treatise include new discussion relating to Liability Insurance

New Discussion of Liability Insurance in *new* § 2.03[14] discusses lease clauses requiring the tenant to procure liability insurance and the consequences of the tenant’s failure to do so.

Additional topics include

Case Law Developments:

Tsafatinos v. Family Dollar Stores of Florida, Inc., 116 So. 3d 576 (Fla. 2d DCA 2013): Since the landlord alleged the tenant was in possession of property, the landlord could not be vicariously, constructively, derivatively, or technically liable for injuries to a third party and without vicarious liability, the landlord’s claim for common law indemnity against the tenant was not viable.

Midgard Management, Inc. v. Park Centre Med-Suites, LLC., 114 So. 3d 302

(Fla. 3d DCA 2013): A property manager who served as the rent collection agent for the owners and post-default mortgage lender had an obvious interest in collecting defaulted rent and, therefore, standing to bring an action against a tenant who has not paid rent.

Blue Earth Solutions v. Florida Consolidated Properties, LLC., 113 So. 3d 991 (Fla. 5th DCA 2013): The parties contemplated, but did not execute, a written lease. After less than a month the appellant would-be landlord declared the appellee “tenant” in default and locked it out of the premises. The trial court issued an injunction ordering the appellant to restore appellee to possession of the “portion of the premises” that appellant transferred to the appellee pursuant to their agreement; however, since there had been no written lease, it was not clear what portion of the premises was involved. The amount of rent and the responsibility for utilities, taxes, and maintenance were also uncertain. The appellate court said a mandatory injunction should be issued only where the rights are

clear and certain and it found the injunction order lacked the requisite definiteness and reversed.

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Publication 80530 Release 37

December 2013

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