

Florida Real Property and Business Litigation Report

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In re Amendments to Florida Rules of Civil Procedure 1.080, 1.090, and 1.490, Case No. SC2025-1495 (Fla. 2026).

Florida Rules of Civil Procedure 1.080 and 1.090 require documents to be filed with the court, conform to the governing rules for document preparation and signatures, and permit extensions of time only upon good cause.

Florida Insurance Guaranty Ass'n v. Synergy Contracting Group, Inc., Case No. 2D2025-0999 (Fla. 2d DCA 2026).

FIGA has no statutory obligation to pay a settlement amount allocated to attorney's fees unless the claimant establishes that the amount arises from and falls within the insurance policy's coverage.

Bensimon v. Trust Real Estate Ventures, LLC, Case No. 3D25-0453 (Fla. 3d DCA 2026).

An order that fully resolves the parties' claims and directs execution is a final appealable order, and a later materially identical order does not restart or toll the time to appeal.

Khteeb v. Helcim USA, Inc., Case No. 4D2025-2135 (Fla. 4th DCA 2026).

A default in proceedings supplementary under chapter 726 establishes liability but does not permit a damages award without an evidentiary hearing when the value of fraudulent transfers to each transferee remains unliquidated, and each transferee's liability is limited to the lesser of the transferred asset's value or the amount necessary to satisfy the creditor's claim.

Velez Rivera v. Lopes, Case No. 4D2025-0675 (Fla. 4th DCA 2026).

Counsel may argue the absence of evidence from the jury's consideration when the evidence was properly excluded as inadmissible hearsay, and any misleading implication that the excluded statement was never made is harmless absent a reasonable possibility of prejudice.

Star Manufacturing Extraction, LLC v. Leasing Innovations, Inc., Case No. 6D2025-1963 (Fla. 6th DCA 2026).

A forum-selection clause governing legal actions "commenced hereunder" applies only to claims brought under the agreement and does not reach claims based solely on alleged promises and charges that predated the agreement.

Shannon v. Wang, Case No. 1D2025-1444 (Fla. 1st DCA 2026).

The question of who has the right to receive ground-lease rents from a property owned as tenancy by the entirety presents a fact question not capable of resolution by summary judgment when the lease does not expressly provide survivorship details and other evidence (the decedent alone held record title to the leased land while the ground lease identified both spouses as landlords and directed rent payments to both) permits competing inferences of the spouses' intent.

Donnelly v. Hillsborough County Code Enforcement Board, Case No. 2D2025-3092 (Fla. 2d DCA 2026).

Courts on second-tier certiorari review are not bound to defer to an agency's interpretation such that a county ordinance defining a swimming pool as a structure presently intended for swimming or recreational bathing does not apply to a former pool used exclusively as a koi pond.

Traska v. Board of County Commissioners of Brevard County, Case No. 5D2025-1127 (Fla. 5th DCA 2026).

Without directing the recommendation's substance, mandamus may issue to compel a Florida Land Use and Environmental Dispute Resolution Act special magistrate to perform the ministerial duty of preparing and filing a written recommendation under section 70.51(19).

Holdings JJJ, LLC v. Rand, Rand, James & James, Case No. 2D2025-0529 (Fla. 2d DCA 2026).

Claims challenging a corrective deed and alleging fraudulent concealment of a drain field's location arise out of a real-estate sale and are arbitrable under a clause covering any dispute arising out of the transaction, sale, contract, or closing.

Alexander Marine Co., Ltd. v. Fubon Insurance Co., Ltd., Case No. 4D2025-2413 (Fla. 4th DCA 2026).

A forum-selection provision identifying a foreign jurisdiction without language making that jurisdiction exclusive is permissive and does not require dismissal in favor of the identified forum.

Rost v. Textor & Facebank, Inc., Case No. 4D2025-0779 (Fla. 4th DCA 2026).

Cautionary language addressing the risk that a proposed acquisition might not occur does not render immaterial allegations that the defendants concealed their existing intent to complete the acquisition through a different entity.

Shaltouki v. MA Ventures, LLC, Case No. 5D2026-2044 (Fla. 5th DCA 2026).

A trial court lacks procedural jurisdiction to permit an amended complaint asserting new claims after final judgment has terminated the litigation and the time for post-judgment relief and appeal has expired.

Mueller v. Walmart Corp., Case No. 23-12854 (11th Cir. 2026).

A district court may, after dismissing all claims within its original jurisdiction, exercise supplemental jurisdiction over some related state-law claims while declining jurisdiction over others if its claim-specific application of 28 U.S.C. § 1367(c) falls within its broad discretion.

Limousines of South Florida, Inc. v. Levit, Case No. 3D26-0024 (Fla. 3d DCA 2026).

A licensing violation, without additional culpable conduct and a direct nexus to the claimant's injury, does not support punitive damages for intentional misconduct or gross negligence under section 768.72, Florida Statutes.

Built Green Corp. v. Environ Condominium II Association, Inc., Case No. 4D2025-1055 (Fla. 4th DCA 2026).

A corporation afforded a reasonable opportunity to retain substitute counsel has no absolute right to a continuance, and a defendant may not obtain affirmative monetary relief without pleading a counterclaim or trying the claim by consent.

McFarlane v. Holness, as Personal Representative of the Estate of McFarlane, Case No. 4D2025-2750 (Fla. 4th DCA 2026).

A court deciding a motion to dismiss may not determine the legal effect of an enhanced life estate deed that was not attached to the homestead petition because review ordinarily remains confined to the pleading and its attachments.

Villages of Palm Beach Lakes Property Owners' Association, Inc. v. Shoyfer, Case No. 4D2025-3413 (Fla. 4th DCA 2026).

A homeowners' association that files a collection action after the owner's pre-suit payment offer excludes recoverable collection attorney's fees remains entitled to prevailing-party attorney's fees when the owner pays the assessment after suit, notwithstanding the association's voluntary dismissal.