

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Rafael Almendral v. J&C Property Management Corp.

Almendral · No. 3D24-2319 · Decided September 17, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed a non-final order requiring a tenant to deposit rent into the court registry before the trial court ruled on the tenant's motion to dismiss. The court held that section 83.232, Florida Statutes, mandates the deposit in an action seeking possession unless the tenant asserts a defense of payment or satisfaction of rent.

OPINION

Rafael Almendral v. J & C Property Management Corp.

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed September 17, 2025. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-2319 Lower Tribunal No. 24-19766-CA-01 _____ Rafael Almendral, Appellant, vs. J&C Property Management Corp., Appellee. An Appeal from a non-final order from the Circuit Court for Miami-Dade County, Valerie R. Manno Schurr, Judge. Open Book Appeals and Erin Pogue Newell (Fort Lauderdale), for appellant. Mamone Villalon and Ramsey Villalon, for appellee. Before LINDSEY, MILLER and GORDO, JJ. GORDO, J.

ON MOTION FOR REHEARING AND CERTIFICATION

We deny the motion for rehearing and certification but withdraw our previous opinion and substitute the following opinion in its stead. Rafael Almendral (“Tenant”) appeals a non-final order entered in favor of J & C Property Management Corporation (“Landlord”) requiring him to deposit rent into the court registry. We have jurisdiction. Fla. R. App. P 9.130(a)(3)(C)(ii). We affirm. On appeal, the Tenant argues the trial court should have first ruled on his motion to dismiss before requiring a deposit into the court registry. The plain language of section 83.232, Florida Statutes, mandates a rent deposit absent a “defense of payment or satisfaction of the rent.” § 83.232(1), Fla. Stat. “The court, on its own motion, shall notify the tenant of the requirement that rent be paid into the court registry by order, which shall be issued immediately upon filing of the tenant’s initial pleading, motion, or other paper.” § 83.232(3), Fla. Stat. Because the plain language of section 83.232 makes a rent deposit mandatory absent a defense of payment or satisfaction of the rent, we find no error in requiring such a deposit before ruling on the motion to dismiss. See T.G. United, Inc. v. AADD Props., LLC, 371 So. 3d 396, 400 (Fla. 5th DCA 2023) (“Section 83.232 establishes a procedure for payment of rent during the pendency of a commercial 2 landlord’s claim for

possession.”); § 83.232(1), Fla. Stat. (“In an action by the landlord which includes a claim for possession of real property, the tenant shall pay into the court registry the amount alleged in the complaint as unpaid, or if such amount is contested, such amount as is determined by the court, and any rent accruing during the pendency of the action, when due, unless the tenant has interposed the defense of payment or satisfaction of the rent in the amount the complaint alleges as unpaid.”); *Fabre v. 4647 Block, LLC*, 401 So. 3d 523, 528 (Fla. 3d DCA 2024) (“Section 83.232 is designed to protect a commercial landlord from irreparable harm where a tenant holds over during eviction proceedings without paying rent.” (quoting *Famsun Inv., LLC v. Therault*, 95 So. 3d 961, 963 (Fla. 4th DCA 2012))). Affirmed. 3