

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

LPI/Key West Associates, Ltd. v. Beachcomber Jewelers, Inc.

77 So. 3d 852 (Fla. 3d DCA 2012) · Decided January 18, 2012

SUMMARY

The Florida Third District Court of Appeal held that the parties' pretrial stipulation admitting that the lease was extended through June 30, 2008, was binding and could not be set aside without a supported showing of good cause. The court concluded that the trial court erred by allowing the defendants to challenge the lease amendment at trial and by finding that the tenant occupied the premises on a month-to-month basis. It reversed and remanded for entry of a judgment awarding damages based on a lease termination date of June 30, 2008.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Rothenberg, J.; Cortiñas, J.; Wells, J.
JURISDICTION	Florida
DECIDED	January 18, 2012
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The landlord appealed a final judgment entered after a bench trial in which the trial court set aside the parties' pretrial stipulation, rejected the landlord's proof of the 2003–2008 lease amendment, treated the tenant as a month-to-month tenant, and awarded limited unpaid rent.
STANDARD OF REVIEW	The appellate court reviewed whether the trial court erred as a matter of law in setting aside the binding pretrial stipulation and whether the finding that the tenant occupied the premises month-to-month was supported by the evidence.
PRECEDENTIAL VALUE	published opinion
PARTIES	LPI/Key West Associates, Ltd. v. Beachcomber Jewelers, Inc., Tim Greene

TOPICS

civil procedure

landlord tenant

breach of contract

appellate procedure

commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court erred by setting aside the parties' pretrial stipulation admitting that the lease had been extended through June 30, 2008.
2. Whether the trial court could permit the defendants to raise at trial a challenge to the validity of the lease amendment that was inconsistent with their pleadings and pretrial stipulation.
3. Whether the finding that Beachcomber occupied the premises as a month-to-month tenant was supported by the evidence.

HOLDINGS

1. A pretrial stipulation limiting the issues for trial is binding on the parties and the court and should be strictly enforced; relief from the stipulation requires a reasonable motion supported by good cause, such as fraud, misrepresentation, or mistake of fact. The trial court erred in setting aside the stipulation because the defendants did not timely seek withdrawal or establish good cause.
2. The trial court's finding that Beachcomber occupied the property as a month-to-month tenant was unsupported by the evidence and conflicted with the defendants' pleadings, pretrial admission, and trial testimony.

KEY QUOTATIONS

“A pretrial stipulation limiting the issues to be tried is “binding upon the parties and the court, and should be strictly enforced.”” (854)

“A trial court should not grant relief “where it appears that the stipulation was voluntarily undertaken and there is no indication that the agreement was obtained by fraud, misrepresentation, or mistake of fact.”” (854)

FACTUAL BACKGROUND

Beachcomber and Greene admitted in the pleadings and pretrial stipulation that the lease was extended through June 30, 2008, although they contended that it was later modified to terminate on June 30, 2007. After the pretrial stipulation was executed, the defendants first challenged the validity of the lease amendment at the commencement of trial, asserting that Greene's signature was forged. The trial court set aside the stipulation, found that no 2003–2008 lease amendment had been proven, treated Beachcomber as a month-to-month tenant, and awarded unpaid rent for April through June 2007.

PROCEDURAL HISTORY

LPI/Key West sued Beachcomber for breach of a lease and sued Greene under a guaranty. The parties' pleadings and pretrial stipulation admitted that the lease had been extended through June 30, 2008, while identifying only whether the lease had later been modified to terminate on June 30, 2007 as the disputed issue. At trial, the defendants challenged the validity of the lease amendment and the accuracy of the stipulation. The trial court set

aside the stipulation and entered judgment awarding the landlord \$12,878 plus interest. The Third District reversed and remanded for entry of judgment based on a lease termination date of June 30, 2008.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Enter a final judgment in favor of the landlord awarding damages based on a finding that the lease terminated on June 30, 2008.

CASES CITED

- Broche v. Cohn, 987 So. 2d 124, 127 (Fla. 4th DCA 2008)
- Lotspeich Co. v. Neogard Corp., 416 So. 2d 1163, 1165 (Fla. 3d DCA 1982)
- Spitzer v. Bartlett Bros. Roofing, 437 So. 2d 758, 760 (Fla. 1st DCA 1983)
- Henrion v. New Era Realty IV, Inc., 586 So. 2d 1295, 1298 (Fla. 4th DCA 1991)