

DISTRICT COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT

Siewert v. Casey

80 So. 3d 1114 (Fla. Dist. Ct. App. 2012) · Decided February 29, 2012

SUMMARY

The Fourth District Court of Appeal affirmed a final judgment in favor of a residential tenant who terminated the lease after the landlord allegedly refused to approve any sublease. The court held that, where a lease requires landlord approval without standards governing that approval, the implied covenant of good faith prohibits the landlord from arbitrarily or categorically withholding consent.

CASE DETAILS

COURT	District Court of Appeal of Florida, Fourth District
WRITING FOR THE COURT	Ciklin, J.; Gross, J.; Levine, J.
JURISDICTION	Florida
DECIDED	February 29, 2012
DISPOSITION	affirmed
PROCEDURAL POSTURE	The landlord appealed a final judgment entered after a nonjury trial in favor of the tenant in an action for damages arising from the tenant's early termination of a residential lease.
STANDARD OF REVIEW	The appellate court reviewed the trial court's factual findings for competent, substantial evidence and declined to reweigh conflicting evidence or witness credibility.
PRECEDENTIAL VALUE	published opinion
PARTIES	Cyrill Siewert v. Gerard Casey

TOPICS

implied covenant of good faith

assignment and delegation

landlord tenant

standard of review

appellate procedure

PRACTICE AREAS

contracts

landlord-tenant

real estate

appellate procedure

QUESTIONS PRESENTED

1. Whether competent, substantial evidence supported the trial court's finding that the landlord arbitrarily refused to allow any sublease.
2. Whether a landlord may arbitrarily withhold consent to a proposed sublease when the lease requires prior approval but provides no standards governing that approval.
3. Whether the landlord's blanket refusal to consent violated the implied covenant of good faith and excused the tenant's continued performance under the lease.

HOLDINGS

1. When a lease requires the landlord's consent to a proposed sublease but provides no specific standards governing approval, the landlord may not arbitrarily withhold consent because the implied covenant of good-faith performance applies to the provision.
2. A landlord's blanket refusal to consent to any sublease, when the lease requires the landlord's prior approval, is unreasonable as a matter of law and violates the covenant of good faith.
3. Competent, substantial evidence supported the trial court's finding that the landlord refused to enter into any sublease, and the appellate court would not reweigh conflicting evidence or witness credibility.

KEY QUOTATIONS

“When a lease contains a boilerplate clause requiring the landlord’s consent for any proposed sublease—without specific standards governing the landlord’s approval—the landlord may not then arbitrarily withhold approval of a sublease.” (1116)

“A landlord’s blanket refusal to consent to any sublease, when the lease provides that the landlord must give approval before a sublease can be created, is by definition unreasonable and therefore a violation of the covenant of good faith.” (1116)

FACTUAL BACKGROUND

The parties entered into a residential lease running from April 1, 2006, through September 30, 2007. The lease prohibited assignment or sublease without the landlord's prior written approval but supplied no standards governing approval. After the tenant announced plans to return to New York, the parties engaged in communications and negotiations concerning a possible sublease; the tenant vacated in December 2006 and stopped paying rent. The trial court found that the landlord had issued a blanket refusal to allow any sublease.

PROCEDURAL HISTORY

Siewert sued Casey for unpaid rent, late charges, and utility charges after Casey vacated the leased property before the end of the lease term. Casey counterclaimed that Siewert breached the duty to mitigate damages. After a nonjury trial, the circuit court found that Siewert had arbitrarily refused to permit any sublease and that this refusal excused Casey's continued performance under the lease. The Fourth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Reimbursement Recovery, Inc. v. Indian River Mem'l Hosp., Inc., 22 So. 3d 679, 682 (Fla. 4th DCA 2009)
- Speedway SuperAmerica, LLC v. Tropic Enters., Inc., 966 So. 2d 1, 3-4 (Fla. 2d DCA 2007)
- Fernandez v. Vazquez, 397 So. 2d 1171 (Fla. 3d DCA 1981)
- Ferry v. Abrams, 679 So. 2d 80, 81 (Fla. 5th DCA 1996)
- Haueter-Herranz v. Romero, 975 So. 2d 511, 514 (Fla. 2d DCA 2008)
- Brown v. Estate of Stuckey, 749 So. 2d 490, 495 (Fla. 1999)

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