

FLORIDA THIRD DISTRICT COURT OF APPEAL

Best&Beam Management, Inc. v. Marc Silverstone

No. 3D25-1015 · No. No. 3D25-1015 · Decided June 3, 2026

SUMMARY

The Florida Third District Court of Appeal reversed a final summary judgment concerning whether text messages modified the written terms of a lease. The court held that the trial court could not grant summary judgment on modification because the tenant had not pleaded that theory, and remanded the case.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Lindsey; Gordo; Gooden
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 3, 2026
DOCKET	No. 3D25-1015
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final summary judgment entered by the County Court for Miami-Dade County.
PRECEDENTIAL VALUE	Published
PARTIES	Best&Beam Management, Inc. v. Marc Silverstone, et al.

TOPICS

- summary judgment
- pleadings
- landlord tenant
- civil procedure
- appellate procedure

PRACTICE AREAS

- Civil procedure
- Appellate procedure
- Contracts
- Landlord-tenant law

QUESTIONS PRESENTED

1. Whether a trial court may grant summary judgment on a theory of modification that was not pleaded in the complaint.

HOLDINGS

1. A trial court cannot grant summary judgment on a theory that was not pleaded in the complaint; at a summary judgment hearing, the court may consider only issues raised by the pleadings.

KEY QUOTATIONS

“Because a trial court cannot grant summary judgment on an unpled theory, we reverse.” (2)

“[I]ssues that are not pled in a complaint cannot be considered by the trial court at a summary judgment hearing.” (1101)

“To allow a court to rule on a matter without proper pleadings and notice is violative of a party’s due process rights.” (29)

“That claim, however, was not included in the pleadings, and under Florida law a court hearing a case on a motion for a summary judgment can only consider those issues raised by the pleadings.” (786)

“At a summary judgment hearing, the court must only consider those issues made by the pleadings.” (531)

FACTUAL BACKGROUND

Best&Beam Management, Inc. appealed a final summary judgment concerning a lease dispute. The county court determined that text messages between tenant Marc Silverstone and the property manager modified the written lease terms, although Silverstone's complaint pleaded only a breach-of-lease claim and did not plead modification.

PROCEDURAL HISTORY

The county court entered final summary judgment ruling that text messages between the tenant and the property manager modified the written terms of the lease. The tenant had not pleaded modification in the complaint, asserting only a breach-of-lease claim. Best&Beam appealed, and the Third District Court of Appeal reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The final summary judgment is reversed and the matter is remanded for further proceedings consistent with the opinion.

CASES CITED

- Fernandez v. Fla. Nat’l Coll., Inc., 925 So. 2d 1096, 1101 (Fla. 3d DCA 2006)
- Carroll & Assocs., P.A. v. Galindo, 864 So. 2d 24, 29 (Fla. 3d DCA 2003)
- Hemisphere Nat’l Bank v. Goudie, 504 So. 2d 785, 786 (Fla. 3d DCA 1987)
- Reina v. Gingerale Corp., 472 So. 2d 530, 531 (Fla. 3d DCA 1985)

OPINION

Best&Beam Management, Inc. v. Marc Silverstone

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed June 3, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-1015 Lower Tribunal No. 23-9173-CC-05 _____ Best&Beam Management, Inc., Appellant, vs. Marc Silverstone, et al., Appellees. An Appeal from the County Court for Miami-Dade County, Miesha Darrough, Judge. Grumer Law, P.A., and Keith T. Grumer (Weston), for appellant. Weintraub & Weintraub, P.A., and Peter B. Weintraub (Boca Raton), for appellee Marc Silverstone. Before LINDSEY, GORDO and GOODEN, JJ. PER CURIAM. Appellant Best&Beam Management, Inc. appeals a final summary judgment ruling that text messages between the tenant, Appellee Marc Silverstone, and property manager modified the written terms of the lease. Yet Silverstone never pled modification in his complaint. He only asserted a breach of lease claim. Because a trial court cannot grant summary judgment on an unpled theory, we reverse. See *Fernandez v. Fla. Nat'l. Coll., Inc.*, 925 So. 2d 1096, 1101 (Fla. 3d DCA 2006) (“[I]ssues that are not pled in a complaint cannot be considered by the trial court at a summary judgment hearing.”); *Carroll & Assocs., P.A. v. Galindo*, 864 So. 2d 24, 29 (Fla. 3d DCA 2003) (“To allow a court to rule on a matter without proper pleadings and notice is violative of a party’s due process rights.”); *Hemisphere Nat’l Bank v. Goudie*, 504 So. 2d 785, 786 (Fla. 3d DCA 1987) (“That claim, however, was not included in the pleadings, and under Florida law a court hearing a case on a motion for a summary judgment can only consider those issues raised by the pleadings. Since the complaint was not broad enough to include a claim against Goudie as an endorser of the note, that question was not properly before the court.”) (internal citation omitted); *Reina v. Gingerale Corp.*, 472 So. 2d 530, 531 (Fla. 3d DCA 1985) (“At a summary judgment hearing, the court must only consider those issues made by the pleadings.”). Reversed and remanded. 2