

FIFTH DISTRICT COURT OF APPEAL OF FLORIDA

CAM Bradford Homes, LLC v. Wayne Arrants and Berkely Arrants

CAM Bradford Homes · No. 5D2024-0849 · Decided June 20, 2025

SUMMARY

The Florida Fifth District Court of Appeal affirmed a final judgment holding that CAM Bradford Homes, LLC could not enforce its construction contract because it was never qualified as a business organization contractor by the Florida Department of Business and Professional Regulation. The court concluded that the company’s owner, although individually licensed and performing qualifying-agent duties, did not become the company’s qualifying agent without applying on the company’s behalf and receiving the required certification or registration.

CASE DETAILS

COURT	Fifth District Court of Appeal of Florida
WRITING FOR THE COURT	Kilbane, J.; Harris, J.; Boatwright, J.
JURISDICTION	Florida Fifth District Court of Appeal
DECIDED	June 20, 2025
DOCKET	5D2024-0849
DISPOSITION	affirmed
PROCEDURAL POSTURE	CAM Bradford Homes, LLC appealed a final judgment entered after the trial court granted the appellees' motion for summary judgment on the ground that CAM Bradford was an unlicensed contractor and therefore could not enforce the parties' construction contract.
STANDARD OF REVIEW	De novo review applies to an order granting summary judgment and to issues of statutory interpretation.
PRECEDENTIAL VALUE	Published opinion
PARTIES	CAM Bradford Homes, LLC v. Wayne Arrants, Berkely Arrants

TOPICS

- construction law
- contracts
- statutory interpretation
- standard of review
- appellate procedure

PRACTICE AREAS

- Construction law
- Contract law
- Appellate procedure
- Florida contractor licensing

QUESTIONS PRESENTED

1. Whether a limited liability company may qualify as a licensed business organization contractor when its owner is individually licensed and performs the duties of a qualifying agent but never applies to qualify the business organization with the Department of Business and Professional Regulation.
2. Whether an unlicensed contractor may enforce the construction contract or assert a lien or bond claim under sections 489.128(1) and (2), Florida Statutes (2020).
3. Whether the trial court properly granted summary judgment where the material facts concerning the owner's failure to apply as the business organization's qualifying agent were undisputed.
4. Whether the trial court erred in granting summary judgment on the tortious-interference claim; the appellate court held that issue was unpreserved and waived.

HOLDINGS

1. A business organization contractor is not licensed merely because an individually licensed owner performs the duties of a qualifying agent. The individual must apply to qualify the business organization and the Department must issue the required certificate or registration.
2. An unlicensed contractor may not enforce its contract in law or equity.
3. When a contract is rendered unenforceable under section 489.128, no lien or bond claim exists in favor of the unlicensed contractor for labor, services, or materials provided under the contract.
4. Summary judgment was proper because the material facts were undisputed and the Arrantses were entitled to judgment as a matter of law.
5. The argument that tortious interference did not require an enforceable contract was unpreserved and waived.

KEY QUOTATIONS

“As Bradford never applied, the business never had a qualifying agent and was never licensed by the Department.” (5)

“As an unlicensed contractor, Appellant could not enforce the contract, and the trial court did not err in granting summary judgment.” (6)

“Because it was undisputed that a qualifying agent never applied with the Department on behalf of Appellant, the business was unlicensed when it executed the contract with Appellees, and the trial court did not err in finding it could not enforce the contract.” (6)

FACTUAL BACKGROUND

In December 2020, the Arrantses hired CAM Bradford Homes, LLC to construct a single-family residence in Fernandina Beach, Florida. Cameron Bradford, CAM Bradford's owner and a certified general contractor, obtained the building permit in his own name and supervised construction, but he never applied to qualify CAM Bradford with the Department of Business and Professional Regulation. The Arrantses terminated the contract

before completion, and CAM Bradford asserted contract, lien, unjust-enrichment, and tortious-interference claims.

PROCEDURAL HISTORY

The Arrantses hired CAM Bradford Homes, LLC to build a single-family home. After the Arrantses terminated the contract before construction was complete, CAM Bradford sued for breach of contract, lien foreclosure, unjust enrichment, and tortious interference. The trial court granted summary judgment for the Arrantses on CAM Bradford's claims and entered final judgment, which the Fifth District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- St. Johns River Water Mgmt. Dist. v. Fernberg Geological Servs., Inc., 784 So. 2d 500, 504 (Fla. 5th DCA 2001)
- Royal Caribbean Cruises Ltd. v. Ooi, 386 So. 3d 218, 224 (Fla. 3d DCA 2023)
- Venezia v. Wells Fargo Bank, N.A., 306 So. 3d 1096, 1098 (Fla. 3d DCA 2020)
- Palm Beach Resurfacing, Inc. v. Floyd, 401 So. 3d 359, 361 (Fla. 4th DCA 2025)
- Holding Ins. Cos. Acc., LLC v. Am. Integrity Ins. Co. of Fla., 399 So. 3d 1232, 1234 (Fla. 5th DCA 2025)
- Taylor Morrison Servs., Inc. v. Ecos, 163 So. 3d 1286, 1289, 1291 n.4 (Fla. 1st DCA 2015)
- Dep't of State v. Martin, 916 So. 2d 763, 768 (Fla. 2005)
- Tsuji v. Fleet, 366 So. 3d 1020, 1029 (Fla. 2023)
- Hechtman v. Nations Title Ins. of New York, 840 So. 2d 993, 996 (Fla. 2003)
- Lake Eola Builders, LLC v. Metropolitan at Lake Eola, 416 F. Supp. 2d 1316 (M.D. Fla. 2006)
- Baker County Medical Services, Inc. v. Summit Smith LLC, No. 3:05-CV-541-J-33HTS, 2007 WL 1229702 (M.D. Fla. Apr. 25, 2007)
- Scherer v. Volusia Cnty. Dep't of Corr., 171 So. 3d 135, 139 (Fla. 1st DCA 2015)