



## Condominium Law Q&A

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**Question** – We have a commercial HOA for 48 units and I am on the board of directors. We have a contract for the CCTV monitoring system and interior burglar alarms that we inherited from the developer (the developer signed the contract). We were able to cancel the CCTV contract legally in January of 2008 – we are looking to now cancel the alarm portion – due to severe problems due to various issues with their installation. The alarm contract does not refer to cancellation provisions. The individual owners of each suite have not signed an individual contract. D.L., Ft. Lauderdale

**Answer** – While the Condominium Act does grant to the unit owners a right to cancel any contract for operation, maintenance or management, which was entered into by a developer, the Homeowners Association Act does not afford the same right. Accordingly, the contract will control. While the copy of the contract which you attached to your letter does not contain the term of the contract, the accompanying transmittal letter references a “required 5 year term.” The contract also referenced various exhibits which were not attached. Given the vagueness of the contract, you may wish to consult an attorney as to your options.

**Question** – Our home owners cooperative has a few people who want to sell their shares. One person says that the shares can be sold at any price they want to sell it for. Another says it must be sold at the current rate. Can you advise me as to which is correct? FJK, Stuart

**Answer** – Unlike a condominium, where a unit owner is deemed to own realty, a cooperative owner holds title to a share of stock, or personalty. As such, the transfer of the stock is controlled by the Articles and By-Laws of the cooperative association.

**Question** – I own a town house which I have been renting to a wonderful tenant since December of 2006. Before moving in, my tenant fulfilled all the homeowners association’s requirements, including all applications and fees and was approved for occupancy by the homeowners association. Now, a year and a half later, the association came up with a new law that renters are required to pay a \$750.00 refundable deposit in case the tenant will cause damage to the community property. My question is, am I required to pay the deposit or I am exempt because I was grandfathered in? M.A., West Palm Beach

**Answer** – As a general rule, amendments to the covenants and the rules and regulations do not have retroactive effect. I am of the opinion that the new security deposit desired to protect against damage to the common areas does not apply to your tenant/lease.

**READER FEEDBACK!** Regarding your answer to the question of removing a service animal after the handicapped person has passed away. I read your answer expecting to see a little additional advice in the form of a little compassion. Yes, you told them how to get rid of the animal, that was your job.

However, would it really have hurt to also print the question “is it really necessary to force this person to get rid of an animal that I’m sure provides much needed company and memories to the remaining relative?” Being forced to give away their service

animal will be insult to injury. I’m sorry to say I was not real impressed with your level of compassion. I know your column is about facts and not prone to matters of the heart, but I don’t think it would have done any harm. K.A.W., Fort Pierce

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