



Condominium Law Q&A

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By Gary A. Poliakoff

gpoliakoff@becker-poliakoff.com

Tel: 954.987.7550

Fax: 954-985.4176

Question – I live along the beach side and, as you know, most metals tend to rust due to the salt air and water. We have a total of 90 units plus additional exterior doors to units that have 3 bedrooms. As an owner, I have lived in this unit for the past 10 years. My front door has an additional storm door for added security and complies with the association bylaws. This past June, I noticed several exterior entrance doors (15) changed from the original color to a non rust proof white finish. We were never informed that the board members approved this change. I contacted the board president and was informed that all doors would eventually be replaced as the rust build up is visible. My question to you is as follows: Does the board have the right to change these doors one at a time (which would take months to years to replace) or must all doors be changed as a whole to meet the bylaw requirements? S.Z., Ormond Beach

Answer – I assume by the nature of your question that the maintenance obligation for the exterior entrance doors is the responsibility of the association, as opposed to that of the individual unit owners. Assuming that I am correct, the timeframe for replacement of the doors is within the discretion of the board, in the exercise of its business judgment. That said, it would seem to make more sense in applying the economy of scale to replace all the doors at the same time, which would also assure uniformity of appearance.

Question – I read your column each week and love it. I have a question regarding just what the law says

specific to what is unit owner responsibility. I have an inline fan motor that is pressure activated to evacuate heat from my dryer. It has gone bad, and it is the location that has me stumped. It is attached to a concrete slab above my drywall and in no way, in my view as to condo law, my responsibility. In the past, the association has replaced all of the outside vents that serve each unit's venting for both dryer and bathroom fan. I do not see that this inline industrial looking fan motor, attached where it is, can even be called owner property. I do see that bathroom exhaust fans are unit owner "owned." I believe there is clear law that defines what is and what is not. I was simply citing Article IX of the declaration of condominium. Can you shed some legal light on this issue as the board members seem to create the laws as they see fit. Desperate in Cape Canaveral. G.W., Cape Canaveral

Answer – The answer to the question, "whether the association is responsible for the maintenance of a portion of the units or appliances or fixtures within a unit, and the limited common elements, is determined by the governing documents. Accordingly, even if the balcony, for example, is a limited common element, if the documents provide that the unit owner is responsible for the maintenance of the balcony, that is the way it is. 99% of the time, appliances and fixtures that serve a single unit, which seems to be the case here with the inline fan, are a unit owner maintenance obligation.

Question - I am a fellow attorney just getting started in Real Estate law. I found your contact information

on the Internet in a Q & A article about condo law. I have a case where the condo association has a valid lien against my client's condo for non-payment of condo assessments. The condo association has served my client with a complaint for foreclosure. Long story short, my clients are willing to pay the past due amount, however, the condo association has terminated my clients cable and told them not to use common areas (pool, clubhouse, etc.). Is this appropriate? I was unable to find anything in Chapter 718, Florida Statutes, with regards to this "self-help" measure. I was going to file for an injunction to re-connect the cable service, while the suit is pending, along with my answer. Any advice

would be greatly appreciated. I know you must be very busy, and I thank you for your time in advance.
R.L., Melbourne

Answer - While a homeowners association does have the right to curtail services to delinquent unit owners and those who violate the rules and regulations, there are no similar provisions in the Condominium Act. I am of the opinion that a condominium association does not have the authority to cut off cable or other services to units, not even those delinquent in payment of common expenses.

Gary A. Poliakoff is a founding principal of Becker & Poliakoff, P.A. He is on the Board of Governors of the Shepard Broad Law Center of Nova Southeastern University where he is an Adjunct Professor, teaching Condominium Law and Practice.

Mr. Poliakoff is co-author of Florida Condominium Law and Practice, The Florida Bar Continuing Legal Education, 1982, and author of a national treatise, The Law of Condominium Operations, West Group, 1988. Mr. Poliakoff can be contacted by emailing gpoliakoff@becker-poliakoff.com.