



## Condominium Law Q&A

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**Question** – Is garnishment of one's wages a viable sword to use against a unit owner who defaults in payment of assessments? F.B., Fort Lauderdale

**Answer** – When a complaint is filed to collect delinquent assessments, it is generally filed in two counts, one to foreclose the lien and take the property (unit) and a claim for damages (monetary). For example, due to there being no equity in the unit because of a mortgage foreclosure, the Association can obtain a money judgment. Thereafter, it can proceed with post-judgment collection procedures to collect the judgment; one option being garnishment. The problem is that it is very difficult to garnish one's wages in Florida due to laws which protect individuals who qualify as the "head of a household." Discovery in aid of execution can sometimes find personalty which can be executed upon. Pets, for example are deemed to be personalty. Do you think the Association might want the poodle?

**Question** – I own and reside in a condominium development in West Palm Beach. The problem/question pertains to an exterior door that exits from my screened-in patio out to the common area landing on the ground floor of a two-story building. I have had a problem with this door. It does not shut flush with the frame of the door, thereby it does not fully close nor lock into place. The door can be pushed open from the outside, whether or not it is locked. This is of concern to me, because anyone can break into my screened in patio by pushing the door open and could also gain access

or break into my unit without being seen from the outside. This is a great security risk. I recently contacted the management office at the condominium association to report the problem and requested repair or replacement of this door. The management company advised me that the repair for doors and windows are the owners' responsibility. This is contrary to what my insurance agent advised. When I purchased my HOA policy, I was told that I am only responsible for coverage to the interior of the unit, from the wallboard-to-wallboard, inward, not for any part of the interiors of walls, extending outwards. They said the condominium association is responsible for the wallboards outward, and the condominium association is responsible for its insurance and repairs. That fact reinforces the fact that I am not responsible for anything outside of the wallboards, which includes the exterior doors as the door in question. Am I correct? S.B., W.P.B.

**Answer** – I can understand the confusion; you are not alone in your misunderstanding of the obligations for unit maintenance and the responsibility for coverage for a casualty. The condominium documents govern when it comes to questions regarding whether the unit owner or the association is responsible for maintenance and repair of an improvement within the unit or the common elements. In the case of your condominium, unit owners are clearly responsible for the maintenance of the windows and doors, which are part of the unit. Casualty coverage is an entirely different subject. The Condominium Act provides that insurance coverage for the risk of hazard (hurricane, fire, water

seepage) is the obligation of the association with the exception of certain specific improvements (floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in-cabinets and countertops, and window treatments] which is the obligation of the unit owner. The law also mandates that the unit owner furnish evidence of coverage for those components the unit owner is obligated to insure; failing to do so, the association

can force place coverage, charging the cost of the insurance to the unit owner. There are several bills pending in Tallahassee which will modify the insurance requirements of the Act, if passed, so do follow the 2009 Legislative Session carefully. You can monitor pending community association legislation by going to [www.myfloridahouse.com](http://www.myfloridahouse.com) or [www.flsenate.gov](http://www.flsenate.gov).

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