



Condominium Law Q&A

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Question – I was wondering if the condominium unit owners who I am leasing from have the right to require their tenant to be responsible for a service contract for the air conditioner and appliances – especially when they are all “too” old to begin with? M. Boca Raton

Answer – The landlord can require the tenant to pay the cost of the appliance service contract; it is all a matter of contract negotiations. It is currently a buyers’/tenants’ market, which basically means you can make an offer to rent at an agreed price without paying for the service contract. The landlord can accept or reject it, leaving it up to you to decide how important it is to rent that particular unit.

Question – I live in a condominium in Stuart, Florida, and our association fees include a fee for cable television. It is one of the basic packages which I believe comes out to about \$40 a month. I have high speed Internet as well as other additional HD services through the cable company, so I receive a separate bill. Yet, I don't receive a discount for the \$40 they are already receiving through the association fee. Do you consider this double dipping, and if so, what can I do about it? R.V., Stuart

Answer – No doubt the association, under its statutory authority, entered into a contract for bulk cable, the expense of which is a common expense. Upgrades to basic services and additional options,

such as high speed Internet, would be billed separately and directly to the unit owner subscribing to same. You should ask the association for an explanation. It should clarify this for you.

Question – I live with my mentally disabled son in a cooperative apartment in Fort Lauderdale. Upon my demise, my son will inherit my apartment. The building is for people over 55 with 20% reserved for people who inherit the property. The man who is the head of the committee that reviews applicants for occupancy states that my son will have to be out of the apartment within 30 days of my demise because the committee won't allow him to live in the apartment. The problem seems to be his disability, even though he makes out fine when I am in the hospital for short periods of time. (such as a week). I have been told that I need to retain an attorney to fight this now. I would appreciate a response as I am quite concerned about what happens to my son. H.L., Fort Lauderdale

Answer – That's terrible. I'm assuming that in addition to the apartment, you are making provision for a caregiver, if required, which person, under the Fair Housing Act, is permitted to reside in a unit in a Housing for Older Persons community and does not count against the census of persons below age 55. Quite frankly, at this stage I don't feel you need a civil rights attorney, but rather an estate planning attorney, who can help establish a trust and trustee to ensure that your wishes are carried out.

Question – I live in a 24 unit condominium in Brevard County, Florida. In our condominium documents, it is stated that “A condo unit can only be used as a private dwelling for the resident and their family members.” We have one resident who conducts a business out of his unit. He has one full time employee (secretary) there every day. The business address is the condo address, and it is the only address where business is conducted. Is he breaking condo rules by having his office there, seeing the documents state private dwelling only? B.A., Brevard County

Answer – Yes, the unit owner is violating the covenants, conditions and restrictions, and the board should take timely legal action to enforce the rules to

avoid the waiver of them. The conduct of a commercial business out of a residential condominium is often difficult to patrol in this age of telecommunications and the Internet. However, where the nature of the business attracts a constant flow of traffic to the community, such as delivery services and customers, it needs to be curtailed. Examples of commercial activities which condominium associations have had to deal with include the use of unit as a boiler room sales operation with phones and cubicles set up throughout the unit, warehouse with UPS trucks coming and going throughout the day, drug houses and prostitution.

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