



Condominium Law Q&A

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Question: I live in a one-story condo. When I returned from a trip I found that a leak in the pipe leading from the air conditioner to the outside had sprung a leak and caused considerable damage. The wallboard ceiling had collapsed and the insulation also had poured into the laundry room. The leak in the pipe was about 10 feet away from the air conditioner. My condo insurance company paid for everything except the cost and installation of the wall board and insulation. They stated that the revised Florida Statute 718.111 made the cost of those items the responsibility of the condo association. The amount of my claim is \$800 which is below the association's insurance deductible. I have paid the contractor. The association has denied my claim saying first that it was in conflict with condo documents. When I pointed out that discrepancy with the Statute they changed their denial at a subsequent meeting to say I was negligent. The board said I was technically correct but that if I persisted with my claim they would pay me but at the same time they would place a lien against my property to get that payment back. Very confusing to me. Can you render an opinion on who is responsible for the payment of those items not covered by my condo insurance? D.H., Stuart

Answer: The association's position is without merit. The Condominium Act, as amended, provides that the obligations of the association to provide casualty coverage for a loss for which it is responsible to insure becomes a common expense of the association if not covered by insurance; such as a deductible. If the association files a non-meritorious

lien against your unit, you would have a separate cause of action for slander of title, which is a tort and could give rise for a claim for punitive damages.

Question: The property manager who maintains our association records does not make all the records available at the time of the records review. The check book listing (check register, payments & deposits) and the individual unit listings (accounts receivable) are not made available. Also the insurance policies and other pertinent corporate documents, i.e., the general ledger, are not available. The accounts payable files are not kept in an alphabetical order, but rather filed by month paid, making it almost impossible to check the payable records. There are also many incidents wherein there are checks issued without a bill/invoice for substantiation of the expense/ purchase made. When requesting assistance in locating the records the property manager directs me to the filing cabinets and will not answer any questions on any specific items of concern, stating that all questions must be sent in writing to the officers/board of directors, who almost never answer any questions sent to them. It is believed that the intent of the Florida Statute concerning records review is being violated by these types of actions. Please advise as to the obligations of the property manager and/or the association to make all the records available, at the time of the records review, and what is the remedy for such actions should they not do so. R.K., Jupiter

Answer: The official records of the association must be maintained within the State for 7 years.

And, when requested for inspection by a unit owner or their authorized representative, shall be made available within 45 miles of the condominium property or within the county in which the condominium is located, within 5 days after written request of a written report to the board or its designee. While the scope of the Division's authority to investigate unit owner complaints was recently reduced to cover only three specified areas of concern: 1) financial issues, 2) elections, and 3)

unit owner access to association records, it is noted access to records is covered. Accordingly, if the management company is not providing access you should file a complaint with the Division of Florida Condominiums, Timeshares and Mobile Homes:

<http://www.myfloridalicense.com/dbpr/lsc/LSCMHCondominiumsOmbudsmanComplaint.html>

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