



Commercial Real Estate: Tenants in Default

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Types of Tenant Defaults

- Holding Over (Fla. Stat. §83.20(1))
- Monetary Default (Fla. Stat. §83.20(2))
- Non-Monetary Default (Fla. Stat. §83.20(3))



Actions for Tenant Defaults

- Notice to Cure Periods
 - Monetary (3 day notice) vs. Non-Monetary (15 day notice)
- Pre-suit
 - Self-Help/Change Locks?
 - Right to Possession?
- An Action for Possession
 - Exceptions (surrender, abandonment)



Eviction for Non-Payment

- Easiest default to prove
- Bankruptcy Stay
- Pay to Play (§83.232 – Payment into court registry)
 - Trap for the unwary: “pursuant to court order:



Eviction After Holding Over

- Tenancy at Sufferance
 - Right to demand double rents
 - Same lease conditions



Non-Monetary Default

- “Material” breaches of the lease
- Specificity of the terms
 - (example: “Tenant shall not permit any noise, disturbance or nuisance whatsoever on the Premises which are detrimental or annoying to other tenants”)
- Opportunity to cure
- Second violation





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