

Real Property, Financial Services, & Title Insurance Update: Week Ending April 22, 2022

April 22, 2022

Real Property Update

- Eviction / Default Judgment / Due Process: Tenant was denied due process when court prematurely and summarily entered an eviction judgment without hearing case despite tenant's repeated, prompt, and substantive filings in response to landlord's complaint alleging various breaches of lease – [Crawford v. Grubb](#), No. 2D21-735 (Fla. 2d DCA Apr. 20, 2022) (reversed and remanded)
- **CDC Eviction Moratorium / Certiorari / Stay:** Trial court did not depart from the essential requirements of the law in denying the landlord's motion to lift the stay on the eviction proceeding where the CDC's eviction moratorium was in effect at the time the court denied the motion and the landlord's complaint seeking eviction was never amended to include the expiration of the lease's term as an independent basis instead of solely seeking the eviction due to the tenant's nonpayment of rent, which the CDC moratorium prevented – [Hornsleth v. McCloud](#), No. 2D21-2074 (Fla. 2d DCA Apr. 20, 2022) (petition denied)
- **Inter Vivos Transfer / Donative Intent / Title to Real Property:** Mother completed a valid inter vivos transfer by gift by delivering an executed stock certificate to her son to legally transfer all of the shares in her company to her son's company and thereby transfer ownership of a certain condominium to her son's company, and the subsequent misplacement of this stock certificate, the issuance of a replacement stock certificate, and the then voiding of the replacement stock certificate upon locating the misplaced stock certificate after the son's death did not alter the transfer because the mother could not revoke the gift – [Ordway v. Karibu Props., Inc.](#), No. 3D20-1196 (Fla. 3d DCA Apr. 20, 2022) (reversed and remanded)

- **Quasi-Legislative Act / Writ of Prohibition / Section 70.001 / Harris Act:** The only option available to the United States to attack the city’s resolution, which was the result of a settlement agreement between the city and the trustees, is a suit in circuit court for declaratory or injunctive relief because the settlement agreement was a quasi-legislative act by virtue of the fact that it resulted from the trustees’ Harris Act claim – [City of Homestead v. United States](#), No. 3D21-1280 (Fla. 3d DCA Apr. 20, 2022) (petition granted)

Financial Services Update

No cases to report.

Title Insurance Update

- **Snap Removal / Fraudulent Joinder:** Title insurer could not remove insured’s case against title insurer to federal court on diversity jurisdiction grounds where title insurer attempted to remove the case before the forum defendant had been served and the insured had asserted potentially valid claims against a non-diverse defendant – [U.S. Bank Nat’l Ass’n v. Fidelity Nat’l Title Grp., Inc.](#), No. 2:21-cv-00537 (D. Nev. Apr. 21, 2022) (granting insured’s motion to remand)

Related Practices

[Real Property Litigation](#)

[Consumer Finance](#)

[Title Insurance](#)

©2024 Carlton Fields, P.A. Carlton Fields practices law in California through Carlton Fields, LLP. Carlton Fields publications should not be construed as legal advice on any specific facts or circumstances. The contents are intended for general information and educational purposes only, and should not be relied on as if it were advice about a particular fact situation. The distribution of this publication is not intended to create, and receipt of it does not constitute, an attorney-client relationship with Carlton Fields. This publication may not be quoted or referred to in any other publication or proceeding without the prior written consent of the firm, to be given or withheld at our discretion. To request reprint permission for any of our publications, please use our Contact Us form via the link below. The views set forth herein are the personal views of the author and do not necessarily reflect those of the firm. This site may contain hypertext links to information created and maintained by other entities. Carlton Fields does not control or guarantee the accuracy or completeness of this outside information, nor is the inclusion of a link to be intended as an endorsement of those outside sites.