

Real Property, Financial Services, & Title Insurance Update: Week Ending June 24, 2022

June 24, 2022

Real Property Update

- **Listing Agreement:** Broker submitted evidence that sellers were first in breach of listing agreement before a particular clause in the agreement's termination provision could have been implicated, as sellers argued – [Homeward Real Estate, Inc. v. Shoubaki](#), No. 2D21-2512 (Fla. 2d DCA June 24, 2022) (reversing summary judgment and remanding for further proceedings)

Financial Services Update

- **FDCPA / Pleading Sufficiency:** Plaintiff did not state claim under FDCPA because, among other things, he did not allege facts suggesting that any of the defendants were debt collectors within the meaning of the FDCPA or that any defendants engaged in harassing, abusive, or oppressive actions in connection with the collection of the debt – [Chan v. Ramdhaney](#), No. 1:22-cv-03708 (S.D.N.Y. June 21, 2022) (granting dismissal motion with leave to amend)

Title Insurance Update

- **Termination of Policy Coverage:** Insured's coverage terminated pursuant to policy's terms – which provided that insured would maintain coverage so long as it retained an interest in the land or so long as the insured shall have liability by reasons of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest – when insured conveyed lot to trust by quitclaim deed – [Kinzelman v. Stewart Title Guar. Co.](#), No. A-1-CA-38518 (N.M. Ct. App. June 21, 2022) (affirming summary judgment on breach of contract claim)

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