

Real Property, Financial Services, & Title Insurance Update: Week Ending May 20, 2022

May 20, 2022

Real Property Update

- **Foreclosure / Doc Stamp Taxes:** Trial court did not abuse its discretion in granting motion for involuntary dismissal of action based on section 201.08(1)(b), Florida Statutes, where documentary stamp taxes had not been paid – [Wilmington Tr., N.A. v. Serpa](#), No. 3D21-1835 (Fla. 3d DCA May 18, 2022) (affirmed in part, and reversed in part)
- **Freclosure / Doc Stamp Taxes:** Trial court erred by entering judgment without regard for bank's payment of outstanding taxes and timely motion to reopen to consider such payment – [Wilmington Tr., N.A. v. Serpa](#), No. 3D21-1835 (Fla. 3d DCA May 18, 2022) (affirmed in part, and reversed in part)

Financial Services Update

- **Lender Liability / Credit Agreement / Conditions Precedent:** Because borrower did not timely comply with the conditions precedent for forming the alleged written credit agreement extending the maturity date of her loan, a written credit agreement between the parties did not form – [Llanso v. SHEDDF2-FL3, LLC](#), No. 3D21-783 (Fla. 3d DCA May 18, 2022) (affirmed)
- **Lender Liability / Banking Statute of Frauds / Section 687.0304:** Because written credit agreement did not form with borrower, trial court correctly determined that applicable Banking Statute of Frauds precluded borrower's breach of contract action – [Llanso v. SHEDDF2-FL3, LLC](#), No. 3D21-783 (Fla. 3d DCA May 18, 2022) (affirmed)

- **FCRA / Duty to Investigate:** Whether furnisher reasonably investigated disputed reporting and demonstrated the degree of careful inquiry when it verified plaintiff's demographic and account information using only its internal records, remained an open question – [Fowler v. Preferred Collection & Mgmt. Servs., Inc.](#), No. 8:21-cv-01038 (M.D. Fla. May 16, 2022) (order granting in part, and denying in part, summary judgment motion)
- **TILA / Statute of Limitations:** Plaintiff's claim that bank violated TILA by issuing unsolicited credit card in her name and refusing to reverse unauthorized charges was time-barred, as plaintiff was on notice of the card being opened in her name more than three years before filing the lawsuit – [Weiner v. JPMorgan Chase Bank, N.A.](#), No. 1:21-cv-05957 (S.D.N.Y. May 18, 2022) (granting motion to dismiss)

Title Insurance Update

No cases to report

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