

## Pay Attention to Prevailing Party Fee Provisions [Lowndes Leasing Lawyers]

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Shareholder James Walson discusses what the recent *Levy v. Levy* decision means for Florida landlords and whether they should consider revisiting their lease fee provisions.

It is routine in Florida leases to consider any prevailing party fee provision as automatically reciprocal due to Section 57.105(7), Florida Statutes. That Statute provides for reciprocity of attorneys' fees even where a contract provision is written only in favor of one party. On October 7, 2021, the Supreme Court of Florida in *Levy v. Levy* (Fla. 2021), found that the following provision did not automatically trigger a fee award to the prevailing party, where the prevailing party did not establish that the non-prevailing party was in violation of the agreement:

"13. ENFORCEMENT. In the event that either party should take legal action against the other by reason of the other's failure to abide by this Agreement, the party who is found to be in violation of this Agreement shall pay to the other party who prevails in said action, the prevailing party's reasonable expenses incurred in the enforcement of this Agreement, said expenses to include, but not be limited to,



reasonable attorney's fees ...." [Read more]

This blog was originally posted on Lowndes Leasing Lawyers.