

# Real Property and Business Litigation Report – Vol. IX, Issue 20

May 18, 2016

Cases of interest this week include:

**Renfroe v. Nationstar Mortgage, LLC, Case No., 15-10582 (11th Cir. 2016).**

A lender must respond to a borrower's notice of error under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605(e)(2) ("RESPA"), by conducting a reasonable investigation of the alleged error. Damages must be pled in order to state a claim under RESPA, but overcharges will satisfy this requirement.

**Michel v. Bank of New York, Case No. 2D14-3022 (Fla. 2d DCA 2016).**

The Business Records Exception to the Hearsay Rule does not require a witness to have personal knowledge of a prior servicer's business practices or to participate in the lender's "boarding" process in order to admit the prior lender's documents into evidence.

**Underwater Engineering Services, Inc. v. Utility Board of the City of Key West, — So. 3d —, 2016 WL 2731438 (Fla. 3d DCA 2016).**

A contractor breaches a contract if it fails to give notification of its work (and opportunity to inspect) to an owner during the contract process and as required by the contract.

**Colonnade 101 SE, Inc. v. Cordero, — So. 3d —, 2016 WL 2744495 (Fla. 3d DCA 2016).**

A party cannot appeal a trial court order which grants the relief it requested.

**Goodman v. Rose Realty West, Inc., — So. 3d —, 2016 WL 2744975 (Fla. 4th DCA 2016).**

A real estate broker is liable for the acts of his or her sales agent in failing to disclose defects in a home which materially affects the value of home, and the broker is not insulated from liability merely because the sales agent is also the seller of the home.

**Rivera v. Bank of America, Case No. 5D13-1618 (Fla. 5th DCA 2016).**

A debtor who "surrenders" their real property in their bankruptcy proceedings relinquishes the property to the lender in state court foreclosure proceedings.

## Related people

Manuel Farach