

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

RMR ENTERPRISES, INC OF
S.W.F., a Florida corporation,

Appellant,

CASE NO. 1D04-4246

v.

T. B. LANDMARK
CONSTRUCTION, INC., a Florida
corporation,

Appellee.

Opinion filed February 23, 2005.

An appeal from an order of the Circuit Court for Duval County. Hugh A. Carithers, Jr., Judge.

Rober G. McMorrow of McMorrow & Dillon, P.A., Naples, for Appellant.

Harold S. Lippes of Lippes & Bryan, P.A., Jacksonville, for Appellee.

PER CURIAM.

Contrary to the trial court's ruling, the cause of action in this case arose in Lee County, Florida, the location where appellee was required by contract to make monthly lease payments to appellant in exchange for the lease of a commercial premises. No exception to the general venue rule provided by section 47.051, Florida

Statutes (2004), applies in this case because the lease created no debtor or creditor relationship whereby appellee/lessee, a resident of Duval County, could summon appellant/lessor, a Lee County resident, to answer in Duval County. See PDM Bridge Corp. v. JC Indus. Mfg., 851 So. 2d 289, 291-92 (Fla. 3d DCA 2003) (finding that the special venue rule does not “apply in the absence of a debtor-creditor relationship flowing from an express contractual promise to pay a certain sum of money”); Clarke v. Cartee, 549 So. 2d 722, 724 (Fla. 1st DCA 1989) (noting that the debtor/creditor rule is inapplicable where the suit is “not based on a promise to pay a certain sum of money owed, but a suit for the breach of contract and tort to recover unliquidated damages”).

REVERSED and REMANDED.

WOLF, C.J., KAHN, and POLSTON, JJ., CONCUR.