

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2007

**BRENDAN and LYNNE GRUBB, CARL THOMAS, RICH SINGER, SEA
SUITES, LLC, WILLIAM SPRINGER, MARK DILLENBECH, DEREK
HUDE, RAY MAURO, and STEVE MANZONE,**
Appellants,

v.

TREVISO BY THE SEA JOINT VENTURE, LLC, a Florida Limited
Liability Company,
Appellee.

No. 4D07-529

[October 10, 2007]

PER CURIAM.

Appellants are long term lessees of apartments in a building owned by Treviso and, after Hurricane Katrina damaged the building, this suit was filed to determine whether Treviso could terminate the leases because of the extensiveness of the damage. The right to terminate depends on the amount of the “cost of replacement,” which is to be arbitrated under the lease.

There was no dispute about the need to arbitrate, and the trial court granted Treviso’s motion to compel arbitration. At a later hearing on a motion for payment of rent into the registry of the court, however, the court decided, on its own, that the building was unsafe and damaged in an amount which was more than fifty percent of the replacement cost. This would allow Treviso to terminate the lease. The trial court then vacated the arbitration order, and the lessees filed this appeal.

We reverse because, when this lease said that replacement cost “shall be determined by arbitration,” it meant exactly that. We have not overlooked Treviso’s arguments that there are other reasons to affirm, but conclude that it would be premature to consider them.

Reversed.

WARNER, KLEIN and GROSS, JJ., concur.

* * *

Appeal of a non-final order from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Leroy H. Moe, Judge; L.T. Case No. 05-9287 13.

Dennis R. Bedard, Miami, for appellants.

John J. Shahady of Adorno & Yoss LLP, Ft. Lauderdale, for appellee.

Not final until disposition of timely filed motion for rehearing