

**STATE OF LOUISIANA
COURT OF APPEAL, THIRD CIRCUIT**

**CW12-1007
consolidated with 12-1269**

KANO INVESTMENTS, L.L.C.

VERSUS

KOJIS CONSTRUCTION, L.L.C.

**APPEAL FROM THE
TWELFTH JUDICIAL DISTRICT COURT
PARISH OF AVOYELLES, NO. 2012-7687-B
HONORABLE WILLIAM J. BENNETT, JUDGE**

ON REHEARING

**J. DAVID PAINTER
JUDGE**

Court composed of Elizabeth A. Pickett, J. David Painter, and Phyllis M. Keaty, Judges.

AFFIRMED.

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PAINTER, Judge.

We grant the application of Defendant-Appellant, Kojis Construction, L.L.C. solely as to the issue of estoppel. After reviewing the facts and the applicable law, we find that payment of rent for three months did not act to estop the breach of lease claim. The lease contract provides that the landlord's failure to exercise its rights under the lease promptly does not operate to forfeit such rights. Further,

[E]quitable estoppel applies only where a party has made false or misleading representations of fact and the other party justifiably relied on the representation. *State v. Mitchell*, 337 So.2d 1186, 1188 (La.1976). We must narrowly construe this argument, as "estoppel is not favored in our law," *Id.*, and estoppel is a "doctrine of last resort." *Howard Trucking Co., Inc. v. Stassi*, 485 So.2d 915, 918 (La.1986).

Waste Management of Louisiana, LLC v. Penn-America Ins. Co., 12-1033, p. _ (La.App. 3 Cir. 2/6/13), ___ So.3d ___, ___. The documents supporting the motions for summary judgment do not support application of this doctrine.

Therefore, we affirm our original opinion and affirm the trial court's grant of summary judgment with regard to breach of lease.

AFFIRMED.