## NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

CHAD THOMAS and RHONDA THOMAS,	)
Appellants,	)
v.	) Case No. 2D19-3761
GLENN THOMAS and AMONA THOMAS,	)
Appellees.	) ) _)

Opinion filed December 2, 2020.

Appeal from the Circuit Court for Glades County; Jack E. Lundy, Acting Circuit Judge.

R. Charles Erivn, Sebring, for Appellants.

Devin R. Maxwell of Law Office of Devin R. Maxwell, Okeechobee, for Appellees.

MORRIS, Judge.

Chad and Rhonda Thomas appeal a final judgment entered after Chad's parents, Glenn and Amona Thomas, filed an action to evict Chad and Rhonda and for unpaid rent and damages. Chan and Rhonda filed a counterclaim against Glenn and Amona for unjust enrichment. After a nonjury trial, the trial court found that Chad and Rhonda owed Glenn and Amona \$9497.09 and that Glenn and Amona owed Chad and

Rhonda \$9843.01. Thus, the trial court entered judgment in favor of Chad and Rhonda in the amount of \$345.92.

Chad and Rhonda raise three issues on appeal. We find no merit to their first two issues. However, we find merit in their third argument that the trial court's award to Glenn and Amona for \$2000 in unpaid rent failed to explain the basis for its calculation, especially where the trial court found that the parties had not reached a meeting of the minds.

At the end of the hearing and in its final judgment, the trial court found that the parties had agreed to rent of \$500 per month for the first two years, 2010 and 2011. The trial court awarded Glenn and Amona unpaid rent for certain months during that period of time. The court went on to find that after January 2012, there was no meeting of the minds regarding the rent to be paid and that the original agreement could not be used to establish an agreement after January 2012. However, the court found Chad and Rhonda "owe \$3,000.00 for rent for 2010 and \$2,500.00 for rent for 2011" and that Chad and Rhonda "owe \$2,000.00 for rent for the remainder of their time in possession of the property."

The award of \$2000 for rent "for the remainder" of the time that Chad and Rhonda were in possession of the property is inconsistent with and unsupported by the trial court's finding that the parties had not reached an agreement for that period. See Ganter v. Brevard County, 605 So. 2d 103, 104 (Fla. 5th DCA 1992); Jewelcor Jewelers & Distribs., Inc. v. S. Ornamentals, Inc., 499 So. 2d 850, 853 (Fla. 4th DCA 1986).

Therefore, we reverse and remand for the trial court to clarify the basis of its decision to award the \$2000 in rent to Glenn and Amona, with factual findings that support the

basis. See Featured Props., LLC v. BLKY, LLC, 65 So. 3d 135, 137 (Fla. 1st DCA 2011).

Reversed and remanded.

SILBERMAN and LUCAS, JJ., Concur.