

Third District Court of Appeal

State of Florida

Opinion filed June 12, 2019.
Not final until disposition of timely filed motion for rehearing.

No. 3D18-54
Lower Tribunal No. 14-29797

Erorentals, LLC T/A Trump 2208,
Appellant,

vs.

Qofa W. Yu,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Jose M. Rodriguez and William L. Thomas, Judges.

Shaked Law Firm, P.A., and Sagi Shaked, Joel Roth, Loretta Guevara and Javiera Aguilera, for appellant.

Garcia-Menocal & Perez, P.L., and Anthony J. Perez, for appellee.

Before SALTER and FERNANDEZ, JJ., and LEBAN, Senior Judge.

LEBAN, Senior Judge.

It is well-settled that attorney's fees are not recoverable absent a statute or a contract that specifically authorizes their recovery. See Hampton v. Fairchild-Florida Constr. Co., 341 So. 2d 759 (Fla. 1976); see also Civix GC, LLC v. Sunrise Road Maint. Assn, Inc., 997 So. 2d 443 (Fla. 2d DCA 2009).

Appellant herein, Erorentals, LLC T/A Trump 2208 ("Erorentals"), sued the appellee, Qofa Yu, in tort. The record is devoid of any contract between the parties and the pleadings include no such claim. The record reflects, and Qofa concedes, that he never sought attorney's fees as a sanction¹ under Section 57.105(1), Florida Statutes. There is similarly no proposal for settlement or offer of judgment of record. Lastly, and most importantly, Qofa presents no support for his argument that attorney's fees are warranted under section 57.105 (7). Subpart (7) applies specifically to *contracts* with unilateral fee provisions. Because no such contract exists here, subpart (7) is inapplicable.

Consistent with the above, we reverse the trial court's order to the extent that it awards attorney's fees.

¹ Qofa likewise concedes that the trial court made no findings under Kozel v. Osetndorf, 629 So. 2d 818 (Fla. 1993), which outlines the six factors used to determine whether sanctions are warranted.