

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY FLORIDA

SHEFFIELD WOODS AT WELLINGTON
CONDOMINIUM ASSOCIATION, INC.,

Appellant,

APPELLATE DIVISION (CIVIL)

CASE NO.: 502006AP000052XXXXMB
Lower Case No.: 502003CC023218XXXXMB

Division: AY

v.

PHYLIS PRINCE,

Appellee.

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Opinion filed:

Feb 23, 2007

Appeal from the County Court in and for Palm Beach County, Judge Debra Moses Stephens.

For Appellant: Michele R. Clancy, Esq., 301 Yamato Road, Suite 4150, Boca Raton, FL 33431.

For Appellee: Robert D. Jones, Esq., 590 Royal Palm Beach Blvd., Royal Palm Beach, FL 33411.

PER CURIAM

Appellant, Sheffield Woods at Wellington Condominium Association, Inc., plaintiff below, is a condominium association subject to Chapter 718, Florida Statutes. Appellee, Phylis Prince, defendant below, owns a unit at Sheffield Woods. In a two count complaint, Sheffield Woods sued Prince to foreclose a lien and for damages based on allegedly unpaid assessments. After a non-jury trial, the trial court ruled that the lien was improper. Sheffield Woods moved for rehearing, noting that the trial court failed to rule on its damages count. The trial court denied the motion after hearing, finding that the claim for damages did not survive the invalidation of the lien. We respectfully disagree.

A condominium association may sue both to foreclose a lien and for damages. Fla. Stat.

§718.116(6)(a); *Gulf Island Resort, L.P. v. Gulf Island Beach and Tennis Club Condominium Association, II, Inc.*, 740 So. 2d 64 (Fla. 2d DCA 1999). Further, “(t)he mistitling in the caption of a . . . pleading will not defeat the true character of a . . . pleading and the substance over form prevails. *Coast to Coast Real Estate, Inc. v. Waterfront Properties, Inc.*, 668 So. 2d 686, 687 (Fla. 4th DCA 1996) (citation omitted). Here, Sheffield Woods properly pled a claim for damages based on unpaid assessments. Evidence to support the claim was presented at trial. The trial court erred, then, in failing to rule on count two, the claim for damages.

The portion of the Final Judgment holding that Sheffield Woods could not recover under its damages claim because it failed to prevail on its lien foreclosure claim is reversed, and the action remanded to the trial court for action consistent with this opinion.

REVERSED.

WINKOFF, MAASS, and ROSENBERG, JJ., concur.