

Dealing with termites in a Florida condominium can be a "he-said, she-said" battle between the unit owner and the Board, but Florida Statute 718 (The Condominium Act) and your specific Declaration of Condominium provide the legal roadmap to resolve it.

Here is the breakdown of the statutes and principles that apply to your neighbor's situation.

1. The Golden Rule: Common Elements vs. Unit Boundaries
Under Florida Statute 718.113(1), the Association is responsible for the maintenance, repair, and replacement of common elements. The unit owner is responsible for everything defined as part of the unit.

- * The Door Frame: Is it a "common element" or part of the "unit"?

- * In most Florida declarations, the "unit" boundary begins at the unfinished interior surface of the walls.

- * Interior door frames are almost always the unit owner's responsibility.

- * External door frames (the front door) are often classified as Limited Common Elements. While they are "common," the Declaration often assigns the cost of their maintenance and repair specifically to the owner who has exclusive use of that door.

- * The Check: You must look at the "Definition of Unit" and "Limited Common Elements" sections in the Declaration of Condominium (not just the Bylaws). If the Declaration says the owner is responsible for windows and doors, that includes the frames.

2. Termite Treatment Responsibility

The responsibility for the "bugs" depends on where they are:

* Inside the Walls/Structure: If termites are inside the structural wall studs or the foundation (common elements), the Association is generally responsible for treatment under their duty to maintain the building's integrity.

* Inside the Unit: If the damage is localized to a door frame or cabinetry within the unit boundaries, and there is no "live activity" in the common structural elements, the owner typically bears the cost of "spot treating" their own property.

* Tenting/Building-Wide Treatment: If the building needs to be tented (drywood termites), the Association usually covers the cost as a common expense, as it protects the entire structure.

3. Addressing the Broker's "Negligence" Claim

The broker's claim that the building was "negligent" is a high legal bar to clear. To prove negligence, the seller would have to show:

* The Association had a duty to treat (usually via a contract or the Declaration).

* The Association knew (or should have known) there was an infestation.

* The Association failed to act within a reasonable timeframe.

* That failure directly caused the specific damage to the door frame.

If the Board has a regular pest control contract and no prior reports of termites in that area were made, a negligence claim is unlikely to hold water.

4. The "As-Is" Contract Factor

Since the unit is under contract, this is likely a negotiation tactic. Most "As-Is" contracts in Florida allow the buyer to

walk away if they aren't satisfied with an inspection. The seller (the brother with POA) is trying to shift the repair cost to the Association to keep his net profit high.

Summary Table of Responsibility

Item	Likely Responsible Party	Legal Basis
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Structural Studs/Roof	Association	FS 718.113 (Common Elements)
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Interior Door Frame	Unit Owner	Declaration (Unit Boundaries)
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Spot Treatment (Inside Unit)	Unit Owner	Declaration (Maintenance)
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Building-Wide Tenting	Association	FS 718.111 (Structure Protection)
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Negligence Damages	Association (only if proven)	Tort Law / Fiduciary Duty
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Next Step for the Board

The Board should ask the seller's broker to provide the specific page and section of the Declaration of Condominium that classifies a unit's interior door frame as a common element. Usually, when challenged to produce the "proof" from the documents, these claims fall apart.

Would you like me to help you draft a specific response for the Board to send to the broker based on these statutes?