

## In Contentious Dispute, Judge Rules Sunny Isles Beach Juice Bar Can Stay

by Carla Vianna

A landlord's attempt to squeeze a juice bar out of its Sunny Isles Beach home was rejected by a Miami-Dade Circuit judge who ruled in favor of the 24-year-old South Florida restaurant.

An ugly dispute between Miami Juice Corp. and its landlord, LSB Investment Corp., which owns and operates a shopping center located at 1866 Collins Ave., resulted in lawsuits being filed by either side over the juice shop's possible eviction.

The healthy eatery began operating at the Sunny Isles Beach shopping plaza in 2009, when it signed a five-year lease with LSB. The lease contained four renewal options for five years each, one of which Miami Juice executed in 2014.



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The initial fight arose from issues with the valet service provided by the landlord, said Miami Juice's lawyers, Abbey Kaplan and Marko Cerenko with Kluger Kaplan in Miami. The juice shop claims the valet staff lost customers' keys, damaged vehicles and allowed noncustomers to use the parking spaces intended for the plaza's patrons.

"Somewhere along the line, that [valet] system broke down," said Kaplan, a founding member of the firm.

In a lawsuit filed Jan. 5, their client alleged that the landlord failed to address the valet service problems, and that the valet staff, as directed by the landlord, began purposefully turning the juice bar's customers away.

Customers that did make it into the plaza and were able to snag a parking spot had their vehicles towed, Miami Juice claimed.

As a result, the restaurant stopped paying for the valet. LSB retaliated with an eviction letter, prompting Miami Juice to sue.

“I’ve been doing this for over 40 years, and I have never seen a landlord act in the manner that this landlord acted as it related to that particular issue,” Kaplan said.

LSB shot back with its own lawsuit in February, claiming Miami Juice never properly renewed its leased when it expired in 2014, breached the lease agreement by not paying its fair share for valet services, and disturbed other tenants of the plaza by urinating in public and damaging their customers’ vehicles.

But the lawyers proved in court that Miami Juice had orally informed the landlord about its intention to renew, which the landlord accepted as proper notice in 2014.

Kaplan believes the landlord’s attempt to evict Miami Juice was backed by monetary intentions. The retail

plaza sits across from prime real estate developments, including the luxury Porsche Design Tower.

“It’s a very, very hot area,” Kaplan said. “There is no question that this landlord wants to be able to monetize the property by selling it to a developer.”

Because Miami Juice can renew its lease for another 20 years, a potential buyer would have to buy the tenant out of that lease, which could hurt the landlord’s ability to sell the center.

Following a three-day trial, Judge Thomas Rebull found that the landlord had recognized the tenant’s intent to renew the lease two years ago. In fact, Miami Juice began paying a higher rental rate as required by the lease agreement after the renewal.

The judge pointed out that LSB never listed the space as available for rent, despite the fact that Miami Juice took up a third of the shopping plaza and consequently paid a third of the landlord’s rental income. The landlord waited 22 months before accusing Miami Juice of never providing written notice for a lease renewal, which

Rebull said was “unreasonable and prejudiced Miami Juice.”

“Miami Juice would suffer unconscionable hardship if evicted, as it would not only lose its business, but would lose the benefit of the hundreds of thousands of dollars of its own money with which it improved the leasehold...” Rebull wrote in a Dec. 6 order. It would take about a year and a half and an estimated \$1 million for the juice shop to reopen at a new location.

“Additionally, the 50 [to] 60 employees that rely on Miami Juice for their livelihood would likewise be displaced in the event Miami Juice was evicted,” Rebull wrote.

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