

Commercial landlords may do this to prevent a tenant from taking valuable equipment, writes Matthew Sackel

9.22.16

West Palm Beach business litigation partner [Matthew Sackel](#) recently published the article “Fear Not —All May Not Be Lost (Or Removed) If The Landlord Can Obtain A Distress Writ” in the Fall 2016 edition of *ActionLine*, a publication by the [Real Property Probate and Trust Law Section of the Florida Bar](#).

The article analyzes case law concerning a commercial landlord's remedies in preventing a tenant from taking equipment from the premises. According to Matthew, in addition to an action for eviction and money damages, a landlord may also seek a distress writ, which doesn't allow a tenant to remove or destroy any of the valuable property. While the commercial landlord may request a distress writ from a judge without the tenant's attorney present, there are requirements that need to be met, such as posting a bond.

[Read more here.](#)

About Matthew Sackel

[Matthew Sackel](#) is a partner in the [West Palm Beach office](#) and a member of the firm's [Business Litigation Practice Group](#). He regularly represents financial institutions, corporations and individuals in commercial matters, including real estate litigation, landlord/tenant matters, partnership disputes, guardianship proceedings and other commercial litigation matters.

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