

UNWRITTEN AGREEMENTS

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Cohabitation outside of marriage is an ever-increasing trend in the United States. During a relationship, people often enter into unwritten agreements regarding finances or other important issues. These agreements often are not in the form of a legal contract. Therefore, what happens to these agreements when a relationship ends? Fortunately, one Florida court has ruled that such unwritten agreements are enforceable contracts for unmarried cohabitants.

The case of *Armao v. McKenney* posed the question of whether an oral agreement between unmarried cohabitants is enforceable under Florida law. 218 So. 3d 481 (Fla. 4th DCA 2017). The *Armao* case involved two domestic partners, Anthony Armao and Russell Turnbull, who were involved in a 46-year relationship. During their relationship, the couple entered into an oral cohabitation agreement. They agreed that they would live together and take care of one another financially. More specifically, they agreed that their combined income would be used to pay for their ongoing and future household expenses. Therefore, the couple's social security checks were deposited into a joint bank account. Their household expenses were also paid from a joint bank account. Additionally, checks that were payable to both partners were deposited into Armao's trust account.

In November of 2013, Armao filed a lawsuit against Turnbull. Armao's lawsuit sought to partition and sell their family home, with Armao receiving one-half of the sale proceeds. Armao also sought credit for all expenses that he paid toward their family home. The trial court ruled that the family home would be sold, with each person receiving one-half of the sale proceeds. However, neither person received additional credits for expenses paid on the family home. The court also awarded Turnbull one-half of the couple's combined assets. This is because the couple's assets had been comingled. Additionally, their mortgage payments and living expenses had been paid with comingled funds.

Armao appealed the trial court's ruling to the Fourth District Court of Appeal. The appeals court ruled that "Florida recognizes oral cohabitation agreements between unmarried parties." *Id.* Additionally, the court noted that the couple's course of conduct supported the existence of an oral agreement. This is because Armao and Turnbull had been involved in a long-term relationship, during which they comingled

their funds and used the funds to support each other financially. They also made joint loans together and "created identical wills and trusts, leaving everything to each other." *Id.*

Contracts, whether oral or written, are legal instruments that can greatly influence the outcome of a family separation or divorce. Therefore, you may want to consult with an attorney to assist you with understanding your rights and obligations with regard to the facts of your case. ■■

EDITOR'S NOTE: K. Dean Kantaras has been licensed to practice law in Florida for more than 24 years. Mr. Kantaras is the managing partner of K. Dean Kantaras, P.A., a firm handling cases in family law and immigration. Mr. Kantaras is board certified in marital and family law by the Florida Bar, a distinction held by less than 1 percent of all attorneys licensed to practice in Florida. He is "A" rated by Martindale-Hubbell, the highest possible rating. He is a member of the Supreme Court of the United States, the United States Court of Appeals for the 11th Circuit and Middle District, The Florida Bar, and the Clearwater Bar Association. Maurice Q. Thurman, Esq. is an associate attorney at the firm. He is a member of the Florida Bar, Clearwater Bar and Canakaris Inn of Court. Their offices are located at 3531 Alternate 19, Palm Harbor, 34638, (727) 781-0000 and 1930 East Bay Drive, Largo, 33771, (727) 544-0000, kantaraslaw.com.