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Insights

Hidden Home Damage After a Storm: Understanding *Johnson v. Davis* Claims in Florida

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Following hurricanes and other natural disasters, our attorneys frequently receive calls from homeowners who discover previously unknown damage while making repairs to their homes. As walls are opened, roofing materials are removed, or damaged areas are exposed, homeowners sometimes uncover evidence of prior water intrusion, structural damage, or inadequate repairs that substantially increases the cost of restoring their property.

When those conditions existed before the homeowner purchased the property and were not disclosed by the seller, the homeowner may have a legal claim commonly known as a *Johnson v. Davis* claim.

What Is a *Johnson v. Davis* Claim?

In *Johnson v. Davis*, 480 So. 2d 625 (Fla. 1985), the Florida Supreme Court established that sellers of residential real estate have an affirmative duty to disclose known defects that materially affect the value of the property, are not readily observable, and are not known to the buyer.

To establish a claim, the buyer generally must demonstrate that:

1. The seller had actual knowledge of the defect.
2. The defect materially affected the property's value.
3. The defect was not readily observable and was unknown to the buyer.
4. The seller failed to disclose the defect, causing damage to the buyer.

Importantly, this disclosure obligation generally applies even when the home is sold "as is." However, discovering evidence of previous damage or repairs does not automatically establish liability. The buyer must demonstrate that a material, undisclosed condition existed at the time of sale and was known to the seller.

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How Long Does a Homeowner Have to Bring a Claim?

Claims based on fraudulent nondisclosure are generally subject to a **four-year statute of limitations** under Section 95.11(3)(i), Florida Statutes.

Under Florida's fraud discovery rule, the four-year period generally begins when the homeowner discovers, or through reasonable diligence should have discovered, the facts giving rise to the claim. Florida law also imposes an outside limit of **12 years from the alleged fraud**, regardless of when it is discovered. See Section 95.031(2)(a), Florida Statutes.

Homeowners who discover previously undisclosed damage should document the conditions before completing repairs, preserve available records, and promptly consult legal counsel to evaluate their rights. Importantly, the passage of a hurricane or other natural disaster does not necessarily restart an otherwise expired limitations period.

For questions about undisclosed property conditions or a potential claim arising from a residential real estate purchase, contact **Brian Stephens** to discuss your options.