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Show-Cause ... Again? Florida Appellate Court Clarifies Key Construction Lien Rule

The appellate court's decision highlights the complexity of Florida Lien Law and the importance of following the correct statutory procedure.

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What Do You Need to Know?

- A Florida court clarified that the 20-day period for a lienor to respond and preserve a construction lien begins when a show-cause summons is issued and served, not simply when a counterclaim or complaint is filed.
- If a contractor or other lienor has already filed a lien foreclosure action before a show-cause summons is issued, this action satisfies the requirements to preserve the lien, and the lien cannot be canceled for failure to respond to a later show-cause complaint.
- The appellate court's decision highlights the complexity of Florida Lien Law and the importance of following the correct statutory procedure.

In a recent decision, Florida's Second District Court of Appeals clarified the procedure available under Section 713.21(4), Florida Statutes, an important statute in Florida's Construction Lien Law that impacts the construction industry and property owners alike. In [*Custom Homes By Triumph v. Sverdlow*, No. 2D24-148, slip op. \(Fla. 2D DCA, Aug. 29, 2025\)](#) a general contractor filed suit to foreclose its construction lien for nonpayment arising out of a contract for construction of a home on the Sverdlow's property. The Sverdlows then filed a "show cause counter-complaint" under [Section 713.21\(4\), Florida Statutes](#). Section 713.21(4) governs the process by which a construction lien may be discharged by an interested party by obtaining what is commonly referred to as a "show-cause" summons and complaint. Typically, upon service of a summons issued under the statute, a lienor has 20 days to "show cause" why the lien should not be enforced by action or vacated and canceled of record. Most commonly, a lienor will file an action to foreclose its lien within the statutory time frame to avoid cancellation of its lien.

If no such action commences within the 20-day period, the court is instructed to cancel the lien. If a contractor or other lienor receives such a summons, it is imperative to act in order to preserve the lien. Here, the contractor had already acted by filing a lien foreclosure action before the Sverdlows' filed their counterclaim under Section 713.21(4). Additionally, a show-cause summons was never issued by the clerk. When the contractor failed to respond to the counterclaim within 20 days, which was apparently calculated from the date of filing and serving the counterclaim only, the trial court dismissed the contractor's lien foreclosure action with prejudice. The appellate court reversed and noted that the trial court order of dismissal departed from the essential requirements of the law and, as a result, the contractor sustained material injury due to the loss of its lien. The court noted that the summons issued by the clerk under Section 713.21(4) is what triggers the 20-day response deadline, and that the deadline runs from service of that show cause summons and complaint, not merely from the date of filing and/or service of a complaint or counterclaim (without a summons). Second, the court held that even if a summons had been issued, the contractor had already availed itself of one of the mechanisms under Section 713.21(4) by which to avoid cancellation of its lien via its lien foreclosure action filed prior to the Sverdlows' show-cause action. Accordingly, the trial court's order dismissing the contractor's lien foreclosure action was quashed and the contractor was allowed to continue its lien foreclosure action.

If you receive such a summons and complaint to discharge a construction lien, it is essential that you act to preserve your lien. If you are a property owner or other interested party, Section 713.21(4), Florida Statutes provides a mechanism to bring a pending construction lien to a head in a short amount of time.

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