

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

JANUARY TERM 2010

NEIL SIDLOW AND MAUREEN SIDLOW,

Appellant,

v.

Case No. 5D09-1024

BOWLES CUSTOM POOL & SPAS, INC.,

Appellee.

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Opinion filed April 9, 2010

Appeal from the Circuit Court
for Orange County,
Jose R. Rodriguez, Judge.

James L. Homich, Mt. Dora, for Appellant.

Barry Kalmanson, Maitland, for Appellee.

PER CURIAM.

In this breach of contract action, the prevailing party is entitled to an award of attorney's fees pursuant to the terms of the contract. The trial court has broad discretion to determine which party prevailed on the significant issues in the litigation. Moritz v. Hoyt Enterprises, Inc., 604 So. 2d 807 (Fla. 1992). A measure of this test is the "result obtained" at the close of the case. Granoff v. Seidle, 915 So. 2d 674, 677 (Fla. 5th DCA 2005). "The test is not who was partly at fault in creating the controversy which gave rise to the lawsuit." Sorrentino v. River Run Condo. Ass'n, 925 So. 2d 1060, 1065 (Fla. 5th DCA 2006).

Applying these principles, we affirm the trial court's order granting Appellee's request for attorney's fees as the party who prevailed on the significant issues of the case. We find no abuse of the broad discretion vested in the trial court when considering such matters.

AFFIRMED.

ORFINGER, TORPY and LAWSON, JJ., concur.