

## OPINION SUMMARY

### MISSOURI COURT OF APPEALS EASTERN DISTRICT

MICHAEL KLENC and SUSAN KLENC,	)	No. ED102819
	)	
Appellants,	)	Appeal from the Circuit Court
	)	of the City of St. Louis
vs.	)	
	)	Hon. Calea F. Stovall-Reid
JOHN BEAL, INCORPORATED,	)	
	)	Filed:
Respondent.	)	December 8, 2015

Michael and Susan Klenc appeal from the summary judgment entered in favor of John Beal, Inc. (“JBI”), in which the trial court found that the Klencs lacked standing to sue JBI for breach of a contract.

AFFIRMED AS MODIFIED.

Division One holds:

The Klencs’ standing to sue for breach of a contract entered into by their condominium association and JBI depends on the Klencs’ status as a third party beneficiary to that contract. Standing is not conferred in this case by statutes relating to condominiums or the Klencs’ ownership interest in the common elements of the condominium. Rather, the contract language controls and does not, in this case, express clearly and directly the parties’ intent that the contract benefit anyone other than the condominium association. Hence, the Klencs are not third party beneficiaries and do not have standing to sue.

Opinion by: Robert G. Dowd, Jr., P.J.

Mary K. Hoff, J. and Roy L. Richter, J., concur.

Attorney for Appellant: James E. Klenc

Attorney for Respondent: Craig A. Smith

**THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.**