The Virgin Islands Consortium

Sunshine Mall Sues Frederiksted Health Care Over Nearly $90,000 in Alleged Unpaid Rent and Costs

A civil complaint alleges Frederiksted Health Care stopped paying rent and related charges in mid-2024, vacated leased space at Sunshine Mall, removed fixtures, and remains financially responsible under a lease originally set to run through March 2026.

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An aerial shot of the Sunshine Shopping Center. The company is currently suing Frederiksted Health Care over alleged unpaid rent and other costs. **By. ERNICE GILBERT. V.I. CONSORTIUM.**

Frederiksted Health Care (FHC) is being sued by the Sunshine Shopping Center, its former landlord, for almost $90,000 in unpaid alleged rent and other costs.

The civil complaint, dated December 15, says that FHC began leasing three spaces at Sunshine Mall in Estate Cane, St. Croix at the end of January in 2009. The initial lease expired in March 2021, but FHC exercised the first of two five-year extensions of the agreement. FHC was to pay base rent, a sum to maintain common areas, its share of the marketing costs, and water and sewage fees. An annual rent increase of four percent was also reportedly written into the agreement.

“Beginning in July 2024, FHC stopped paying base rent, common area maintenance, marketing costs, sewage fees and water fees,” according to the lawsuit. Sunshine nevertheless continued to send invoices, with the overdue balances growing as the months passed.

Sometime after ceasing to pay their monthly rent, FHC left the premises, according to the filing. The lawsuit calls it “desertion.” In its departure from the premises, the healthcare company reportedly also removed “improvements and fixtures” that the lawsuit claims rightfully belonged to the landlord. By June 2025, after over a year of nonpayment, Sunshine notified FHC that the lease was being terminated, and FHC reportedly acknowledged receipt of the notice.

Despite the lease termination, the lawsuit argues that language in the contract requires FHC to continue paying rent and the other listed charges until the date the agreement was originally set to terminate, in this case March 31, 2026.

Sunshine says they have kept the accounting up to date, continuing to send invoices to FHC showing all sums owed, from June 2024 onward. Those sums have never been paid, the lawsuit alleges, leading to arrears of $87,696.74 as of September of this year.

Sunshine has accused FHC of breach of contract, conversion and theft, and asked the court to order damages in amounts that will make them whole following FHC's alleged transgressions.

As of press time, FHC has not yet responded to the complaint.