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**IN THE COUNTY COURT OF DUVAL COUNTY  
STATE OF FLORIDA  
CIVIL DIVISION**

Florida Land Trust Agreement No GT4236  
Plaintiff,  
vs.

Gloria Coon  
Defendant(s)

Case No. \_\_\_\_\_

**COMPLAINT**  
**(For Tenant Eviction)**

The Plaintiff Florida Land Trust Agreement No GT4236 by and through undersigned counsel, hereby sues Defendant(s), Gloria Coon, hereinafter the “Defendant”, and alleges:

1. This is a cause of action to evict the Defendant from residential real property, in DUVAL County, Florida.
2. The Plaintiff owns or is the Lessor of the following described real property:  
**2854 W. 9th St., Jacksonville, FL 32254.**
3. Defendant has possession as Lessee of the property under a written lease agreement, a copy of which is attached hereto as **Exhibit “A.”**
4. The base monthly rental rate Defendant owes to Plaintiff is \$975.00. The Defendant failed to pay the full rent due for March 2024 and all subsequent monthly rent payments. Defendant currently owes Plaintiff \$1,814.00 through April 30, 2024.
5. On March 20, 2024, the Plaintiff served the Defendant with a written notice to pay the past due rent or surrender possession of the property to the Plaintiff, a copy of which is attached hereto as **Exhibit “B.”**
6. Defendant shall owe all rents accruing during the pendency of this action.
7. The Defendant failed to pay the past due rent or surrender possession of the property to the Plaintiff.
8. Pursuant to §83.59(2), Florida Statutes, the Plaintiff is entitled to summary procedure as provided for under §51.011, Florida Statutes.
9. All conditions precedent necessary to this cause of action have occurred, been performed, or waived.
10. Plaintiff has retained the undersigned counsel to represent it in this action and has agreed to pay counsel a reasonable fee for their services.

WHEREFORE, Plaintiff demands judgment for possession of the premises, costs and attorney's fees under Florida Statute 83.48.

LAW OFFICES OF HEIST, WEISSE & WOLK, PLLC  
ATTORNEY FOR PLAINTIFF  
P.O. BOX 62884  
FORT MYERS, FL 33906  
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Email: pleadingsjw@evict.com

By: /s/ Jeffery M. Wilkins  
Fl. Bar #559911

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. 1692 et seq.**

1. This lawsuit is an attempt to collect a debt and any information obtained will be used for that purpose.
  2. The amount of the debt that you owe is listed in the lawsuit attached herewith.
  3. Unless you dispute the validity of the debt within thirty (30) days of this letter, this firm will assume the debt is valid.
  4. If you notify this firm in writing within the thirty-day period that the debt or any portion thereof, is disputed, this firm will obtain verification of the debt and mail you a copy of same.
  5. Upon your written request within the thirty-day time period, this firm will provide you with the name and address of the original creditor, if different from the current creditor.
  6. Requests for verification and/or the address of a new creditor should be sent to Law Offices of Heist, Weisse & Wolk, PLLC, PO Box 62884, Fort Myers, FL 33906.
- NOTE: This notice to you does not change or extend the time periods set forth in the summons for answering the Complaint for eviction.

## RESIDENTIAL LEASE

This agreement between **Florida Land Trust Agreement NO GT4236**, hereinafter referred to as the LANDLORD, through its agent and **Gloria Coon** hereinafter referred to as the TENANT, concerning the lease of the following described property: **2854 W. 9th St., Jacksonville, FL 32254** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

**TERM OF LEASE:** **January 01, 2023 to December 31, 2023**. This lease shall terminate early, at LANDLORD'S option, upon sale of premises or contract for sale entered into concerning the premises, and TENANT agrees to vacate within 30 days' written notice from LANDLORD.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Gloria Coon, Jamie Smith, Jameisha Smith and Jamia Smith**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**RENT:** TENANT agrees to pay the monthly rent amount of **\$975.00** plus **\$50.00/monthly Resident Benefits Package fee as additional rent** on the **1st** day of each month in advance without demand at **PROSOURCE REALTY, INC., 101 Union St. E., Suite 403, Jacksonville, FL 32202** Phone number **(904) 350-2097** Emergency phone number **(904) 881-6957**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **10%** shall be due as additional rent if TENANT fails to make rent payments on or before the **4th** day of each month. At any time prior to or during the lease term, LANDLORD, upon written notice to TENANT by mail, email, or text may change the method in which TENANT is to pay the rent or any other sums owed under the Lease agreement and any addenda, and, TENANT agrees to use the method determined by LANDLORD beginning with the next payment due. TENANT acknowledges in the event electronic payments and/or direct deposits are permitted, LANDLORD reserves the right to suspend or terminate electronic payments and/or direct deposit arrangements in the event of default by TENANT under this lease and to demand payment at a physical address. Cash payments are not accepted. If TENANT'S payment is dishonored, all future payments must be made by money order or cashier's check; dishonored payments will be subject to the greater of 5% of the payment amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of **\$920.00 (Received)**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. Security deposit refunds or other refunds, if any, are normally made in one payment in the names of all TENANTS, but LANDLORD has the option to divide the refunds, if any, into equal amounts made payable to each individual TENANT. All refunds, if any, shall be made by mail or electronically, at the option of the LANDLORD. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with **Community First Credit Union, Jacksonville, FL**.

**Your lease requires payment of certain deposits. The LANDLORD may transfer advance rents to the LANDLORD'S account as they are due and without notice. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit.**

The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD'S intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any.

If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.

This disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his or her intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he or she forfeits his or her right to impose a claim upon the security deposit.

(b) Unless the TENANT objects to the imposition of the LANDLORD'S claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his or her claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his or her right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

**ASSIGNMENTS/SUBLETTING:** TENANT shall not assign this lease, transfer any interest, advertise or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises, and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT permitted on the premises. TENANT is prohibited from storing or using on or near the premises a gasoline, diesel, LP, natural gas, or propane powered electric generator without prior written approval by LANDLORD and a Generator Use Addendum signed by all parties. TENANT shall not be permitted to keep any electrically powered bicycles, scooters, skateboards, hoverboards or any other transportation products using rechargeable batteries inside the premises. TENANT may only keep these products in the garage if a garage is provided as part of the tenancy. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior

**SMOKING:** Smoking or vaping of any substance is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking or vaping on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking or vaping on the premises, TENANT will be fully responsible for eradication of smoke related or vaping related odors and repair of any damage due to the smoking or vaping. TENANT agrees that smoke or vaping related damages will in no way be considered ordinary wear and tear.

**RISK OF LOSS:** All TENANTS' personal property in and on the premises including but not limited to vehicles shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, trees and branches, flood, rain or wind damage, electrical surges, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **Prior to lease commencement and at such later dates as may later be reasonably required by LANDLORD, TENANT is required to supply a certificate of insurance or a copy of the insurance declarations page to LANDLORD evidencing the required insurance. TENANT shall notify LANDLORD of any changes to the policy. Any failure to obtain and maintain required insurance coverage or to notify of any changes in policy shall be a material breach of the lease. Prior to lease commencement, TENANT is required to obtain the following insurance for the term of the lease: Insurance Policy/Type: HO4; Named Insured(s): Gloria Coon; Name of any Additional Insured(s): Florida Land Trust Agreement NO GT4236, there is no additional insured on the HO4, but the LANDLORD is an additional insured with regards to animal liability on the Comprehensive Personal Liability policy; TENANT'S Personal Property Coverage is not required; Amount of Personal Liability Coverage on the HO4 is \$100,000.00.**

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S or guest(s) violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT or guest to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S or guest(s) actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**ATTORNEY'S FEES:** The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: **NONE**. The TENANT agrees to pay all charges and deposits for **all** other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the municipality or county decides to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. TENANT is responsible for any cost related to the installation and/or maintenance of phone lines. cable

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