

Lake House Apartments
PLAINTIFF,

vs.

Clifton Fort
DEFENDANT.

IN THE COUNTY COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI DADE COUNTY, FLORIDA

Case No.:

COMPLAINT FOR RESIDENTIAL EVICTION

Plaintiff, Lake House Apartments, (the "Plaintiff") hereby sues the Defendant, Clifton Fort (the "Defendant"), and alleges:

COUNT I

1. This is an action to evict Defendant from real property located in Miami-Dade County, Florida.
2. Plaintiffs are the Landlord and the Defendant is the Tenant of the following described real property in Miami-Dade County, Florida:

21093 NW 22nd Avenue #138, Miami Gardens, FL 33056

3. The Defendant has possession of the premises pursuant to a lease with the Plaintiff where they pay \$2,000.00 per month. A copy of the Lease is attached hereto as Exhibit "A."
4. The Defendant breached the Tenancy by failing to pay for the months of October of 2025 and November of 2025.
5. The Plaintiff served the Defendant via personal service with a Notice from Landlord to Tenant-Termination for Termination of the tenancy ("Three Day Notice") on October 9, 2025. A copy of the Three day notice is attached hereto as Exhibit "B."
6. To date, the Defendant has not vacated the property or paid rent monies owed.
7. The Plaintiff is requesting that the Honorable Court enter an order removing the Defendant from the property.
8. The Plaintiff has retained the undersigned counsel to represent them in this action and have agree to pay a reasonable fee for their services rendered.
9. All conditions precedent to the institution of this action have either occurred, been performed on have been waived.

WHEREFORE, the Plaintiff demands Judgment against the Defendant or possession of the Premises, the costs of this action, and such other relief as this Court deems just and proper.

LAW OFFICE OF BRIAN P. KOWAL, PA.

7351 Wiles Rd. #103
Coral Springs, Florida 33067
(954) 990-7552
bpkowal@gmail.com
/s/ Brian P. Kowal, Esq.
Florida Bar Number: 44386



APARTMENT LEASE CONTRACT



Date of Lease Contract: July 23, 2025
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):
Clifton Fort

and us, the owner: Lake House Apartments Miami Gardens, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 21093-138, at 21093 NW 22nd Avenue

(street address) in Miami Gardens (city), Florida, 33056 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The ☒ Owner or ☐ Manager of these apartments is Lake House Apartments

whose address is 2601 NW 207th Street, Leasing Office Miami Gardens, FL 33056

Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: 2601 NW 207th Street, Leasing Office Miami Gardens, FL 33056

Except as otherwise required by applicable law, any notice required by this Lease or law shall be in writing and shall be deemed to be delivered to you if: (a) delivered personally; (b) sent electronically via email to any email address on file with us as provided by you; (c) posted to the door of your address shown above; or (d) mailed by U.S. First Class Mail to your address shown above.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 5 days without our prior written consent. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.

The initial term of the Lease Contract begins on the 24th day of July, 2025, and ends at 11:59 p.m. the 31st day of July, 2026.

This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 2000.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 30 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 30 days' prior to the end of the monthly rental period. If you fail to provide us at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 2000.00, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

☒ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: Key Bank

whose address is _____; OR

☐ 2. In a separate INTEREST bearing account for your benefit in the following bank:

whose address is _____

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 3. In a commingled account at the following bank _____

whose address is _____

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

**THREE (3) DAY NOTICE TO PAY RENT
OR DELIVER POSSESSION**

TO:

Clifton Fort

Premises address

21093 NW 22 Avenue #138

City, State, Zip Miami Gardens, FL 33056

County Miami-Dade County, Florida

YOU ARE HEREBY NOTIFIED that you are indebted to Lake House Apartments, (landlords) in the sum of \$ 2250.00 for the rent and use of the above premises now occupied by you. Your rental agreement provides that the rent in the amount of \$ 2000.00 shall be paid on the 1st day of each month. You have failed to make the required payment due for the month(s) of October 2025. The past due rent payment or possession of the premises is hereby demanded within three (3) days, excluding Saturdays, Sundays, and Legal Holidays, from the date of delivery of this notice, to wit: on or before October 15, 2025. Payment or possession may be delivered to the landlord either at the location indicated below by mailing the keys or via email or voice message using the landlord contact information indicated below. If you do not pay the rent due or vacate and deliver possession prior to the expiration of this Notice, your rental agreement shall be deemed terminated and the landlord will commence eviction proceedings.

This notice is given to you pursuant to Florida Statutes 83.56 (3) and 83.59(1), Florida Statutes.

PROOF OF SERVICE

By:

[Signature]

Name Kenisha Riettie, as Landlord

This notice was served upon the person owing the rent. Full Address 2601 NW 207th Street, Office

☒

The person owing the rent was absent from his/her usual place of residence, and this Notice was left at the said residence by posting.

Miami Gardens, Florida 33056

Miami-Dade County

Phone (305) 625-6586

BY:

[Signature]

Email: assistantmanager@lakehouse-apartments.com

Kenisha Riettie as, agent for landlord

DATE: October 09, 2025

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287

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