

IN THE COUNTY COURT IN AND FOR ORANGE COUNTY, FLORIDA

MAI TAI PARTNERS LIMITED PARTNERSHIP
d/b/a MAI TAI VILLAGE MOBILE HOME COMMUNITY
Plaintiff, Case No.

v.

Eddie Alberto Rosario Torres
7458 Kalani St. #55
Orlando, FL 32822

Defendants.

COMPLAINT FOR TENANT EVICTION

Plaintiff, MAI TAI PARTNERS LIMITED PARTNERSHIP d/b/a MAI TAI VILLAGE MOBILE HOME COMMUNITY (“Plaintiff”), by and through its attorneys, Swistak Levine, P.L., files this Complaint for Eviction against Defendant(s) Eddie Alberto Rosario Torres (“Defendants”), and support thereof, Plaintiff alleges that:

1. This is an action to evict Defendants and the mobile home from real property located in Orange County, Florida, as authorized by Chapter 723, Florida Statutes, and more specifically F.S. §723.061(1)(a).
2. Plaintiff owns and operates a mobile home community located in the County of Orange, State of Florida, including property described as 7458 Kalani St., #55, Orlando, FL 32822 (the “Leased Premises”).
3. Defendants are in possession of the Leased Premises pursuant to a rent increase notice and a written lease agreement (collectively the “Lease”). A copy of the Lease is attached hereto as Exhibit A.
4. Defendants are required to pay Plaintiff, on the 1st day of each month, lot rent in the sum of \$754.00 per month plus other financial obligations.
5. Defendants failed to pay rent and other charges to Plaintiff.
6. As of the filing of this Complaint, Defendants have an outstanding account balance of \$1,802.76.
7. Plaintiff served Defendants with a Five-Day Notice for Failure to Pay Lot Rent, advising Defendants that lot rent and other financial obligations were delinquent. A copy of the Five-Day Notice is attached hereto as Exhibit B.
8. Defendants failed and/or refused to pay to Plaintiff all past due lot rent and other financial obligations as specified by date stated in the Five-Day Notice, which failure resulted in termination of the tenancy.
9. Plaintiff has complied with all required provisions of Chapter 723, Florida Statutes.

10. All conditions precedent to Plaintiff bringing this action have occurred or been waived.
11. Plaintiff is informed and believes that Defendants are not in the military service of the United States, as they are engaged in civilian activities, and that Defendants are over the age of 18 years and competent.
12. Plaintiff has retained the firm of Swistak Levine, P.L. to represent them in this matter and Plaintiff is obligated to pay a reasonable fee for legal services. Plaintiff is entitled to attorneys' fees under the Lease and pursuant to §723.068, Florida Statutes.

WHEREFORE, Plaintiff requests:

- a. That an Order of Eviction be entered against Defendants, evicting Defendants and the mobile home from the Leased Premises;
- b. That Plaintiff be awarded its court costs and reasonable attorney fees in accordance with §723.068, Florida Statutes;
- c. Pursuant to §723.063(2), Fla. Stat., should Defendants contest the Complaint for Eviction, Defendants are to deposit all accrued lot rent and other charges in the Court Registry and to continue to deposit lot rent and other charges as rent comes due, on or before the first (1st) day of each month; and
- d. Should Defendants fail to deposit all accrued lot rent in the Court Registry, the Court shall immediately enter a default judgment against Defendants without further notice or hearing.

SWISTAK LEVINE, P.L.
Attorneys for Plaintiff
455 NE 5th Ave., Ste. D-400
Delray Beach, FL 33483
Phone: 561-361-1880
Fax: 888-421-7890

By: /s/ Jay L. Swistak
Jay L. Swistak, FL Bar No. 47807
By: /s/ Michael P. Swistak
Michael P. Swistak, FL Bar 65543

EXHIBIT A

MAI TAI VILLAGE
MANUFACTURED HOME COMMUNITY
7375 Mai Tai Drive
Orlando, FL 32822
(407) 273-7020

90-DAY NOTICE OF LOT RENTAL AMOUNT INCREASE

TO: Homeowners of Mai Tai Village Manufactured Home Community
FROM: The Management of Mai Tai Village Manufactured Home Community
DATE: September 25, 2023
SUBJECT: 90-Day Notice of Lot Rental Amount Increase for the Year 2024

The Members of the Mai Tai Village Homeowner's Committee and the Management of Mai Tai Village Manufactured Home Community entered into a three-year Agreement establishing the annual rent increases for the period of January 1, 2022 through December 31, 2024. Pursuant to this Agreement and Section 723.037, Florida Statutes, this serves as a Notice of the Monthly Lot Rental Amount Increase for all homeowners at Mai Tai Village Manufactured Home Community effective January 1, 2024.

Lot Rental Amount Increase for the Year 2024

| <u>Current Base Rental Amount</u> | <u>Amount of Base Rental Increase</u> | <u>New Base Rental Amount</u> | <u>Current Ad Valorem Property Taxes & Non-Ad Valorem Assessments</u> | <u>Proposed Increase in Ad Valorem Property Taxes & Non-Ad Valorem Assessments</u> | <u>Total Monthly Payment Effective January 1, 2024</u> |
|-----------------------------------|---------------------------------------|-------------------------------|---|--|--|
| \$729.00 | \$25.00 | \$754.00 | \$30.07 | \$2.25 | \$786.32 |
| \$747.00 | \$25.00 | \$772.00 | \$30.07 | \$2.25 | \$804.32 |

All other fees and charges remain at the same level. Utility charges (water, sewer, stormwater and trash) may increase or decrease based upon billing from the service provider.

All homeowners of Mai Tai Village Manufactured Home Community are affected by and are receiving a copy of this Notice. The Members of the Homeowner's Committee have also been sent a copy of this Notice. The amount of each homeowner's actual increase may depend upon each homeowner's Rental Agreement, Prospectus and/or their current Rental Amount.

A Spanish translation of this Notice is available at the Community Office and posted on the Community Bulletin Board. The Spanish translation is provided for the convenience of our residents. The English version is the official 90-day Notice and is controlling for all matters. The English version controls if there are any discrepancies between it and the Spanish translation.

If you wish to view a list of the other homeowners who have received a copy of this correspondence, the Community Manager will make the names and addresses of the other homeowners available at your written request.

Cc: Bureau of Standards & Registration
Division of Florida Condominiums, Timeshares & Mobile Homes

**MAI TAI VILLAGE
MANUFACTURED HOME COMMUNITY LEASE AGREEMENT
State of Florida**

This Lease Agreement is made and entered on this 17th day of September, 2021, by and between MAI TAI VILLAGE MANUFACTURED HOME COMMUNITY, hereinafter referred to as LANDLORD, whose community office is located at 7375 Mai Tai Drive, Orlando, Florida 32822, and EDDIE ALBERTO ROSARIO TORRES, hereinafter referred to as TENANT(S). The address for purpose of record and receipt of correspondence is P.O. Box 339687, Farmington Hills, Michigan 48333.

WITNESSETH: Whereas, in consideration of the rent, covenants and agreements to be kept and performed by TENANT(S) hereunder, LANDLORD leases to TENANT and TENANT leases from LANDLORD the premises subject to the terms and conditions hereinafter set forth. LANDLORD hereby leases to TENANT(S) the premises designated as follows: Home site No. 55, 7458 Kalani Street Orlando, FL 32822. (Street Address)

OCCUPANCY: Said premises are to be used exclusively and solely by said TENANT(S) for a manufactured home residence and to be occupied solely and exclusively as a private dwelling by the above named TENANT(S) and the following name members of TENANT(S) family:

| NAME | RELATIONSHIP |
|------|--------------|
| | |
| | |
| | |

TERM: This Lease Agreement shall be for a period of 2 months commencing on October 1st, 2021, and terminating on December 31st, 2021.

LOT RENTAL AMOUNT: TENANT(S) shall pay unto LANDLORD the total sum of \$684.00 (which shall include the base rent of \$684.00 plus SPECIAL USE FEES as listed below), on or before the first day of each month during the term of this Lease Agreement. All rents shall be paid to the LANDLORD at the community office as above written. In the event LANDLORD is unable to deliver possession of the premises due to failure or refusal of a previous occupant to vacate, the terms shall commence when LANDLORD is so able to deliver possession. LANDLORD assumes no liability for the failure or refusal of a previous occupant to vacate or for other causes beyond LANDLORD'S reasonable control.

SECURITY DEPOSIT: A Security Deposit in the amount of \$99.00 is due and payable upon signing of this Lease Agreement for the faithful performance of all terms and conditions of this Lease Agreement and the Community Rules and Regulations. The Security Deposit may only be used in accordance with Section 83.49 (1) to (8), Florida Statutes. The name and address of the financial institution of surety retaining security deposits is FIDELITY AND DEPOSIT COMPANY OF MARYLAND, P.O.BOX 1227, BALTIMORE, MD 21203. The TENANT shall receive and collect interest at the rate of 5% per year, simple interest. The LANDLORD shall pay directly to the TENANT the interest due annually. The right to possession of premises by LANDLORD for nonpayment of rent or for any other reason shall not be affected by the Security Deposit. The Security Deposit shall be returned to TENANT if not applied toward payment of rent in arrears or toward payment of damages sustained by LANDLORD, including but not limited to attorney fees in enforcing its Lease Agreement. LANDLORD has fifteen (15) days after this Lease Agreement is terminated, and TENANT(S) has vacated the premises, to impose a claim against the security deposit. If LANDLORD fails to give notice to such claim in writing at the last known address within fifteen (15) days, LANDLORD forfeits its right(s) to retain the Security Deposit and must return it to the TENANT(S) pursuant to Section 83.49(3), Florida Statutes.

SPECIAL USE FEES: TENANT(S) hereby agrees to pay the following charges:

Late Charges: The TENANT agrees to pay a charge of \$75.00 per month if lot rent is not received by or delivered to LANDLORD at the above address on or before the 5th day of the month.

Application Fee: There is currently a \$50.00 application processing fee to be paid with any application to lease at the Community. This fee will be charged by the Community owner, and allowed by law, in qualifying a prospective tenant in the Community.

Returned Check Fee: A charge in the amount of \$40.00 will be assessed for every check that is returned by the bank for any reason.

Pet Fee: There is a pet fee of \$15.00 per month (limit one per site).

A. MONTHLY SPECIAL USE FEES

Water & Sewer (as billed)

Trash Removal (as billed)

Tax Ad Valorem (as billed)

B. ONE TIME CHARGES

In the event a TENANT should neglect his responsibility to maintain his lot, LANDLORD will notify TENANT of TENANT'S responsibility to take a corrective action within three days after the date of said written notice, and if TENANT should fail to bring his lot into compliance within three days, management shall have the right to enter upon the leased lot and perform any and all necessary maintenance and the charges incurred as a result thereof shall be the sole responsibility of the TENANT, and furthermore, shall be deemed to be rent and shall be collectible as rent. The charges for such work shall be as follows:

- a) Trimming: \$50.00 per lot on each occasion.
- b) All other repair and maintenance work resulting from TENANT'S failure to maintain premises in good repair: \$20.00 per hour per occasion.

There shall be a one (1) hour minimum fee if LANDLORD provides any of the services outlined herein.

LANDLORD reserves the right to raise or lower said fees, charges or assessments set forth above. However, LANDLORD agrees to provide TENANT(S) with no less than ninety (90) days written notice of any such change in fees, charges, assessments or Community Rules and Regulations.

WATER AND SEWAGE: Each home owner is responsible for the home owner's own water and sewage costs. Home owners are invoiced by the Community for water and sewer services based on individual metered usage and a pro rata share of other water and sewer charges at the prevailing rates charged by Orange County. The water and sewer rates are set by Orange County and may change periodically. The rates the home owners pay to the Community will automatically be adjusted to correspond to the new rates charged by the service provider without additional notice to home owner. Water and sewer utility charges may be increased more often than annually. Your water and sewer bill includes an administrative charge permitted by law for the Community's expenses in administering the water system. The rate may be changed in accordance with law.

RENEWAL OF LEASE: Upon reaching the termination date, this Lease Agreement shall automatically be extended for an additional period of one (1) year and for additional one (1) year periods thereafter, unless the

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.