

FLORIDA INVESTMENT PROPERTIES LLC D/B/A
LA ALOMA APARTMENTS

Plaintiff,

vs.

XIANA SCOTT, JAQUAN WALTHOUR,

Defendant(s),
_____ /

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT IN
AND FOR ORANGE COUNTY,
FLORIDA.

CASE NO:

COMPLAINT
COUNT I

COMES NOW the Plaintiff, by and through their undersigned attorney, and sues the Defendant(s), **XIANA SCOTT, JAQUAN WALTHOUR,** and states as follows:

1. This is an action to evict a tenant(s) from real property in Orange County.
2. Plaintiff is the owner of the following described real property in said county: **3040 Aloma Avenue, Apt. C15, Winter Park, Florida 32792.**
3. Defendant(s) has possession of said property under a written agreement to rent for \$1,250.00 per month, payable on the first day of each and every month beginning on 02/20/2024. A copy of said Lease is attached hereto as Plaintiff's Exhibit "A".
4. Defendant(s) has/have failed to pay the rent for the month(s) of April, 2024.
5. Plaintiff served Defendant(s) with a notice on 04/04/2024 to pay rent or deliver possession, but Defendant(s) has/have refused to do either. A copy of said notice is attached hereto as Plaintiff's Exhibit "B".

WHEREFORE Plaintiff demands judgment for possession of the property against Defendant(s), instanter.



BILL McCABE, ESQUIRE, of,
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(407)403-6111
Florida Bar No: 157067
Counsel for Plaintiff

**NOTICE REQUIRED BY FAIR DEBT COLLECTION
PRACTICES ACT, (THE ACT), 15 U.S.C.
SECTION 1601, AS AMENDED**

1. The amount of the debt is stated in the complaint attached hereto.
2. The Plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed.
3. The debt described above will be deemed to be valid by the creditor's firm unless the debtor, within thirty days of the date of receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm with thirty days of receipt of this notice that the debt or any portion thereof is disputed, the creditor's firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. The name of the original creditor is set forth in the lease agreement attached hereto. If the creditor named as Plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within thirty days of receipt of this notice, the address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request required by the Act should be addressed to William J. McCabe, 1250 S. Highway 17-92, Suite 210, Longwood, Florida 32750.
7. The thirty day period does not preclude proceeding with this lawsuit and does not alter in anyway the time requirements for responding to this complaint as specified in the summons.
8. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RENTAL AGREEMENT

EXHIBIT A

This rental agreement made this 6TH day of FEBRUARY, 2024 by and between La Aloma Apartments, hereinafter called LANDLORD, owner of the premises located at 3040 Aloma Avenue Unit# C15 Winter Park, Florida 32792 and XIANA SCOTT AND JAOUAN WALTHOUR jointly and separately hereinafter collectively called TENANT(s). In consideration of the mutual covenants and agreements herein contained, LANDLORD hereby rents to the TENANT(s) and TENANT(s) hereby rents from LANDLORD the above-described property under the following terms:

- 1. TERM.** The rental agreement shall be for a term beginning FEBRUARY 20TH, 2024 and ending JANAUARY 31ST, 2025. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 7 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. In the event TENANT(s) terminates the rental agreement prior to its expiration date, TENANT(s) will forfeit their security deposit and be charged rent for the month TENANT(s) vacate and until the unit is re-rented, past due rent and charges for any damages to the property. If tenant(s) wish to terminate agreement upon expiration, tenant(s) must give (60) sixty days written notice prior to DECEMBER 1ST, 2024
- 2. RENT.** The rent shall be \$1250.00 per month plus any applicable states sales tax and tourist tax, payable in advance, without notice, upon the 1ST day of each month to owner's authorized agent, La Aloma Apartments at the following address: La Aloma Apartments, 3040 Aloma Avenue, Winter Park, Florida 32792, or at such other places as may be designated by Owner from time to time. In the event rent is not paid by the 3rd of each month, a late charge of \$125.00 shall be due. Any rents remaining unpaid beyond the 10th of the month will accrue additional late charges of \$20.00 per day. All late charges shall be deemed additional rent for the month in which the rent is past due. TENANT(s) acknowledges that this may require EARLY MAILINGS. In the event rent is mailed it must be post marked by the 25th of the previous month otherwise a late fee of \$125 shall be due. The late charge period is not a grace period, and Owner or agent is entitled to make written demand of any rent if not paid when due. Partial payment of rent will not be accepted. In the event a check is returned N.S.F. TENANT(s) agrees to pay a \$40.00 charge along with the full months' rent, and applicable late charges in cashier's check or money order. Tenant then agrees to make all future rent payments in cashier's check or money order. Any unpaid balances remaining after termination of occupancy are subject to 1 ½ % interest per month or the maximum rate allowed by law. Late rent must be paid by cashier's check, or money order. Personal checks for late rent will NOT be accepted. Checks should be payable from the Tenant of record only. LANDLORD is not required to accept third party checks. PLEASE MAKE SURE YOUR NAME AND APARTMENT NUMBER ARE ON THE CHECK/MONEY ORDER so it can be posted properly.
- 3. SECURITY/ADVANCE RENT.** TENANT(s) agree to pay the sum of \$ N/A as advance rent under this rental agreement, plus \$1250.00 as security deposit. TENANT(s) security deposit and/or advance rent are being held in a non-interest-bearing account at PNC Bank, 201 East Pine St. Orlando, FL 32801. The security deposit set forth shall secure the performance of TENANT(s) obligations hereunder. Refund of TENANT(s) security will be handled in accordance with Chapter 83.49 (3) provided herein. TENANT(s) shall not have the right to apply the security deposit as payment of last month's rent. 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 notice 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'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 to whom is favored in the judgement shall be awarded attorney fees and casts 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. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD. ~~There is an automatic carpet clean deducted from the deposit.~~
KEY FEE. Prior to taking possession of premises, the sum of \$ N/A shall be paid as a non-refundable key fee. Failure to return keys within 24 hours of vacating the premises shall be deemed as the failure to surrender possession, and the Tenant shall be liable for rent at double the stated rate until said keys are returned.
MAILBOX KEY. The office does not provide the mailbox key. To obtain a key you must go to the Post office on 221 Driggs Dr, Winter Park, FL 32792. Be advised there will be a charge for the key issued by the POST OFFICE.
- 4. DEFAULT.** In the event TENANT(s) defaults under any terms of this rental agreement, LANDLORD may recover possession under Chapter 83, Florida Statutes and seek monetary damages. LANDLORD reserves the right to seek additional damages if they exceed the amount of the security deposit and advanced rent amounts. If TENANT(s) shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the LANDLORD, at this option, may terminate all rights of TENANT(s) hereunder, unless TENANT(s), within said time, shall cure such default.
- 5. MULTIPLE OCCUPANCY.** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent in full and performance of all other provisions of this agreement.
- 6. HOUSE RULES.** TENANT(s) agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. TENANT(s) shall not have a waterbed on the premises without prior written consent of the Owner. Landlord reserves the right to make changes to the rules and regulations with a 30-day notice. Notice will be served by email, posting at the residence or via the resident portal.
- 7. UTILITIES/SERVICES.** Resident is responsible for his/ her own power bill, paid to Duke Energy. LANDLORD shall pay: Water, sewer, valet trash, lawn service, and pest control. The Owner and Resident(s) expressly agree that the Owner shall not be responsible for, nor be required to make, reasonable provisions for the extermination of bed bugs or fleas. BED BUGS AND FLEA TREATMENTS ARE TO BE PERFORMED

BY LANDLORDS PEST CONTROL COMPANY AND PAID FOR BY TENANT. The payment must be paid the following month and shall be included as rent. If payment is not made, eviction proceedings will begin. Extermination and pest control shall be the responsibility of the LANDLORD unless otherwise indicated. BED BUGS AND FLEA TREATMENTS ARE TO BE PERFORMED BY LANDLORDS PEST CONTROL COMPANY AND PAID FOR BY TENANT. The payment must be paid the following month and shall be included as rent. If payment is not made, eviction proceedings will begin. TRASH: Valet trash service will pick up two 13-gallon bags per pick up. Pick up days are Monday - Friday excluding federal holidays. All trash bags must be tied and no loose trash. WATER: Failure to report dripping or leaking water will result in a water fee. Water fees start at \$50 per incident.

8. **MAINTENANCE, REPAIRS, OR ALTERATIONS.** TENANT(s) acknowledges that the premises are in good order and repair, unless otherwise indicated herein. TENANT(s) shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in good condition, with the exception of normal wear and tear. TENANT(s) shall be responsible for damages caused by his negligence and that of his family or invitees and guests. TENANT(s) shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. TENANT(s) shall not commit any waste upon said premises. ALL REQUESTS for repairs must be submitted in writing unless the repair is of an emergency nature. The cost of any repairs or replacement performed by or through Agent and caused by Tenant's failure to maintain the premises in accordance with this lease shall become additional rent for the month in which they will be invoiced by Agent. Failure to pay the same shall result in termination of this agreement and eviction. LANDLORD reserves the right to turn off the water in case of emergency without prior notice. There is a \$70.00 lock out fee due at time of any afterhours lock outs. There will be additional charges if locks must be changed. Tenant CANNOT change any locks on the apartment doors.
- INVENTORY.** All inventory, if any, shall be returned in good condition at the termination of this lease.
- APPLIANCES INCLUDED:** Stove, dishwasher, and refrigerator. No aluminum foil is to be used on drip pans. There is no Dishwasher in one-bedroom apartments. At the time of move in, if tenant believes that the apartment is in need of repairs which are the owner's responsibility, a written list of those items must be supplied to the owner within seven (7) days after move in. Failure of the tenant to notify the owner of needed repairs will be deemed an agreement by the resident(s) that the apartment and the owner's property in the apartment is in good, clean, undamaged and serviceable condition at the beginning date. Please note that bath/shower mats are not allowed with suction cups due to the fact that they cause damage to the resurfaced tubs. Charge for this repair is \$400
9. **ASSIGNMENT.** TENANT (S) may not assign this rental agreement without written consent of LANDLORD.
10. **USE.** The apartment is for residential use only. No business can operate out of the apartment. TENANT(s) shall not use the premises for any illegal purpose or any purpose, which will increase the rate of insurance, and will not make or permit any disturbance, noise or annoyance whatsoever, detrimental to the peace and comfort of his neighbors.
11. **RISK OF LOSS:** TENANT(s) shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD: La Aloma Apartments, 3040 Aloma Ave, Winter Park, FL 32791. All TENANTS' personal property shall be at the risk of the TENANT(s). The LANDLORD shall not be liable for any damage to said personal property of the TENANT(s) and relocating arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leak of water pipes. TENANT(s) is required to secure insurance for personal property and must carry a minimum of \$100,000 liability insurance. TENANT(s) must provide management a copy of their renter's insurance policy annually. Failure to obtain and maintain a current renter's insurance policy is considered a material breach of the lease agreement. TENANT(s) agrees to hold LANDLORD harmless for any damages to TENANT(s) property.
12. **ACCESS.** LANDLORD, upon reasonable notice by telephone, hand-delivery, posting, Email or TENANT Portal Notification to TENANT, has the right of entry to the premises make repairs, inspection, to show to prospective purchasers or tenants with prior notice, and in case of emergency, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT(s) shall not alter or add locks.
13. **PETS.** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a PET ADDENDUM signed by all parties. NO EXOTIC PETS. In the event pets are permitted under the lease, TENANT(s) shall secure and temporarily remove any pet(s) on the premises if the premises are being shown for sale or rental, repairs or inspections are being conducted or at any other appropriate or necessary time when requested by LANDLORD OR LANDLORD'S AGENT. If tenant brings a pet onto the premises and no Pet Addendum has been signed and/or all fees and required deposits paid, the TENANT shall be in default of the lease and shall owe a \$400.00 penalty due as additional rent immediately to LANDLORD and be subject to eviction. You must clean up after you pet any violations will result in a \$50 fine per incident.
14. **TENANT(s).** The premises shall be occupied by the following individuals only: XIANA SCOTT AND JAQUAN WALTHOUR, however, a reasonable number of bona-fide house guests are permitted provided that no visit shall exceed 7 days without prior written consent of the Owner or Manager. Guests shall have no pets.
15. **TENANT (S) APPLIANCES.** TENANT(s) agrees not to use any heaters, fixtures, or appliances drawing high voltage without consent of LANDLORD. TENANT agrees to replace smoke detector batteries and A/C thermostat batteries. _____ initial(s)
16. **SMOKE ALARMS:** It is illegal to disconnect your smoke alarm. Statute 806.10 guilty of a felony of the third degree punishable as provided in Statute: 775.082, Statute:775.083, or Statute:775.084. _____ initial(s)
17. **PARKING.** TENANT(s) agree that no specific spaces will be allocated for parking. Reverse parking or expired tags will result in being towed. Use of parking spaces is limited to automobiles used by tenants and their guests. No commercial vehicles may be operated or parked on the premises. Parking or storage of boats, trailers, campers or other vehicles (operable or inoperable) is strictly prohibited. Washing or repairing of automobiles

and other vehicles is prohibited. All automobiles must be properly licensed and operable in the streets. Parking fee will start at \$50 and will need to be renewed yearly.

18. **HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall become a month-to-month tenancy at a monthly rent, that shall be determined at that time, payable in advance and otherwise subject to the terms hereof, as applicable, until either party shall terminate the same by giving the other party sixty (60) days written notice, to be given no later than the 1st of the month and the apartment being vacated no later than the 60th day of that notice. In the event that the lease is not renewed by the expiration date, the tenant (s) agrees to pay a month to month fee to be determined by the LANDLORD. Tenants that renew their lease on or before the expiration date will not incur the renewal fee.
19. **EQUIPMENT.** If maintenance and/or a vendor puts equipment in your apartment for any reason TENANT(s) should not turn equipment off. This equipment is monitored by LANDLORD and VENDOR. Turning off the equipment will prolong the drying process which will prolong the repairs. TENANT WILL BE CHARGED A FINE STARTING AT \$100. LANDLORD is not responsible for TENANT(s) personal property that is damaged and will not compensate for the time to fix the issue.
20. **ENTIRE AGREEMENT.** This Rental Agreement constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.
21. **ATTORNEY'S FEES.** In the event it becomes necessary to enforce this agreement through the services of an attorney, TENANT(s) shall be required to pay all LANDLORD'S reasonable legal fees.
22. **SEVERABILITY.** In the event any part of this lease shall be held invalid, this shall not affect the remaining provisions.
23. **RECORDING.** This rental agreement shall not be recorded in the public record of the County.
24. **Statutory Inclusions of FL Statute 83.49 (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 require, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his 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. 83.39(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 (3040 Aloma Ave. Winter Park, FL 32792). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his 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 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. (3)(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar. (3)(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(s) 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.
25. **RADON DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
26. **CONCESSIONS:** Tenant (s) agree that any concession made at time of move-in/renewal is made on the basis of on time rental payments and fulfillment of all lease obligations and if rent is ever paid after the 3rd of the month throughout the term of this lease or the contract is in any way breached the concession will be made null and void and amount of concession will be due with the following month's rent or charged back at time of move-out.
27. **SMOKING:** Smoking is NOT permitted inside the premises by TENANT(s) and/or TENANT(s) guests. In the event the premises are damaged in any way due to smoke, TENANT(s) agrees they will be fully responsible for eradication of smoke related odors and/or repair of damage due to smoke and in no way be considered normal wear and tear.
28. **SPECIAL AGREEMENTS.** Verbal agreements are not binding. Do not sign this if it does not have special agreements you have discussed with the managing agent in writing.
29. **If you do not understand these terms and conditions, please seek the advice of an attorney.**
30. **MILDEW AND MOLD:** TENANT acknowledges that the Premises is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the premises to retard or prevent growth of mold and mildew. TENANT agrees to be responsible for properly ventilating and de-humidifying the apartment and the contents to retard and prevent mold and mildew

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