

IN THE COUNTY COURT FOR THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA
CASE NO.
JUDGE
CIVIL DIVISION
COMPLAINT

Aaron Drive Holdings, LLC
dba Cameron Estates
Plaintiff(s)

-vs-

Hunter Leichner and Thalita Leichner
Defendant(s).

_____/

COUNT I - TENANT EVICTION

Plaintiff sues Defendant(s), and states:

1. Plaintiff is authorized for business in this county.
2. Plaintiff owns real property in this county described as:
**893 Malcolm Chandler Lane #7-302
West Palm Beach, Florida 33401**
3. Defendant(s) reside(s) in this county.
4. This is an action to evict Defendant(s) from the property.
5. Defendant(s) retain(s) possession of the property under a written agreement to pay concession rent of **\$1850.00** per month payable on the first of each month. A copy of the lease is attached hereto as Exhibit "A".
6. Defendant(s) failed to pay November rent in addition to late and utilities fees which are considered as additional rent.
7. Plaintiff served Defendant(s) with a notice on **November 10, 2023** to either pay rent or deliver the premises, but Defendant(s) refuse(s) to do either. A copy of the Demand for Rent Notice is attached hereto as Exhibit "B".
8. Defendant(s) owe(s) Plaintiff, the following: rent for the month(s) stated in paragraph 6, totaling **\$2129.79**, and rent as it becomes due.

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9. Failure of Defendant(s) to pay rent as due caused Plaintiff to retain the undersigned attorneys to represent them in this action and to agree to pay said attorneys a reasonable fee for their services and costs, which Defendant(s) should pay pursuant to Florida Statute Sec. 83.48 and the lease agreement .

WHEREFORE, PLAINTIFF DEMANDS JUDGEMENT FOR POSSESSION OF THE PROPERTY AGAINST THE DEFENDANT(S) AND FOR OTHER JUST RELIEF INCLUDING COURT COSTS AND ATTORNEY'S FEES.

Dated: November 28, 2023

s/ Kenneth J. Lowenhaupt, Esq.
Email: pleadings@fl-landlord.com
Florida Bar#: 0761532
Attorney for Aaron Drive Holdings, LLC dba Cameron Estates
Law Offices of Lowenhaupt Sawyers and Spinale
7765 S.W. 87th Avenue, Suite 201
Miami, Florida 33173
(305) 412-5636

NOT A CERTIFIED COPY

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THREE DAY NOTICE

Date: November 10, 2023

To: Hunter/Thalita Leichner and all others in possession
893 Malcolm Chandler Lane - 07-302
West Palm Beach, FL 33401

You are notified that you are indebted to me in the sum of \$ 2129.79 for the rent and use of the premises located at 893 Malcolm Chandler Lane, County of Palm Beach, Florida, now occupied by you.

Rent was due on the 1st day of November, 2023, and I demand payment of the rent or possession of said premises within three (3) days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice.

To wit: on or before the 16 day of November, 2023

PLEASE GOVERN YOURSELF ACCORDINGLY!

I certify that I served a true and correct copy of the foregoing Notice on the above named tenant(s) this 10 day of November, 2023 at 5:00 (a.m.) (p.m.)

 personally serving same upon said tenant.

 x posting same at the above described premises in the absence of said tenant.

Served by: D. Gutierrez

Landlord: Aaron Drive Holdings
Address: 1517 Cameron Samuel Lane
West Palm Beach, FL 33401

Phone: 561-688-0588

Cashier's check or money order only



APARTMENT LEASE CONTRACT



Date of Lease Contract: July 21, 2023 (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):

Hunter Leichner, Thalita Leichner

and us, the owner: Cameron Estates

(name of apartment community or title holder). You've agreed to rent Apartment No. 7-302, at 893 Malcolm Chandler Lane

(street address) in West Palm Beach (city), Florida, 33401 (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 Aaron Drive Holdings LLC

whose address is 1517 Cameron Samuel Lane West Palm Beach, FL 33401

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: 1517 Cameron Samuel Lane, West Palm Beach, FL 33401

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):

Blank lines for listing other occupants.

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 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 26th day of July 2023, and ends at 11:59 p.m. the 31st day of July 2024.

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 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 \$ 2175.00 (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 60 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 \$ 1000.00, 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):

[X] 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: JP Morgan Chase Bank

whose address is 411 South County Rd Palm Beach, FL 33480

[] 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

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