## \*\*\*\* CASE NUMBER: 502023CC015864XXXAMB Div: RB \*\*\*\* Filing # 186985128 E-Filed 11/29/2023 01:01:39 PM

#### 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.

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

#### 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 <u>1st</u> day of <u>November</u>, 20<u>23</u>, 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 <u>16</u> day of <u>November</u> , 20 **23** 

#### 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 500 (a.m.) (0.m.)

personally serving same upon said tenant.

× 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\*



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(when the Lease Contract is filled out)	This is a binding document. Read carefully before signing.
(when the Lease Contract is filled out)	This is a binding document. Read carefully before signing.         peral Information         3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS. The initial term of the Lease Contract begins on the <u>26th</u> day of <u>July</u> <u>2023</u> , and ends at 11:59 p.m. the <u>31st</u> day of <u>July</u> <u>2024</u> .         This Lease Contract will automatically renew month-to-month unless either party gives at least <u>60</u> 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 \$ <u>2175.00</u> [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 order this life have to us
(name of apartment community or title holder). You've agreed to rent Apartment No	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 <u>60</u> days before the end of the lease term if the lease will not be renewed. <b>Month-to-Month Tenancies:</b> 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 tenancy. Bither 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.
<ul> <li>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</li> <li>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 it: (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.</li> <li>OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):</li> </ul>	<ul> <li>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 \$</li></ul>
No one else may occupy the apartment, Persons not listed above must not stay in the apartment for more than <u>14</u> days without our prior written consent. <i>If the previous space isn't filled</i> <i>in two days per month is the limit</i>	whose address is

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Here Initials of Resident. Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

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 AGAINS'I 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.

5. KEVS. You will be provided <u>2</u> apartment key(s), <u>2</u> mailbox key(s), <u>FOB(s)</u>, and/or <u>other access</u> device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

 RENT AND CHARGES. Unless modified by addenda, you will pay \$ 2175.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or X at our online payment site, or

🗋 at \_

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Prorated rent of \$\_\_358.06\_\_is due for the remainder of *[check one]*: 🔀 1st month or 🗋 2nd month, on \_\_\_\_\_

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the \_\_\_\_\_\_\_ day of the month, you'll pay a late charge. Your late charge will be (check one) a flat rate of \$\_\_\_\_\_ or \$1 \_\_\_\_% of your total monthly rent payment. You'll also pay a charge of \$ \_\_\_\_\_50.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. UTILITIES. W	e'll pay for	the following ite	ems, if checked:
🗋 water	🗋 gas	electricity	🗆 master antenna.
🗋 wastewater		Cable TV	_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting, if any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Portida law.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, snoke, rain, flood, water and pipe leaks, hall, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We 🕅 require 🗋 do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* 🔯 required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

 LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or danage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

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