

6 Fla. L. Weekly Supp. 289c

Landlord-tenant -- Eviction -- Notice to Quit and Vacate Premises did not substantially comply with state and federal requirements where notice only recited particular lease paragraphs that were violated, did not state any facts supporting the alleged violations, and did not inform tenant of right to examine public housing authority documents directly relevant to termination of tenancy or eviction

COLUMBIA COUNTY HOUSING AUTHORITY, Plaintiff, vs. STACY L. BRIDGES, Defendant. County Court, 3rd Judicial Circuit in and for Columbia County, Civil Division. Case No. 98-268-CC. July 10, 1998. Julian E. Collins, Judge. Counsel: Marlin M. Feagle, Lake City, for Plaintiff. Lynn H. Kish, Three Rivers Legal Services, Inc., Lake City, for Defendant.

ORDER DISMISSING COMPLAINT FOR EVICTION

THIS CAUSE came to be heard on the Defendant's Motion to Dismiss, and the Court having heard argument of counsel and being otherwise fully advised in the premises, finds as follows:

A. That the Columbia County Housing Authority does not have to register as a fictitious entity under the Fictitious Name Act located in Section 865.09, Florida Statutes.

B. At the time of filing this suit, the Plaintiff failed to comply with a condition precedent prior to filing the action because the Notice To Quit And Vacate Premises dated February 6, 1998, failed to substantially comply with the form of notice described in Section 83.56, Florida Statutes, and with the requirements set out in 24 CFR 966.4(l) in that said notice only recited particular lease paragraphs that were violated and did not state any facts supporting the alleged lease violation and, said notice did not inform the Defendant of the right to examine PHA documents directly relevant to the termination or eviction. Therefore, said Notice was insufficient to terminate the tenancy and could not be the basis for eviction.

C. A proper Notice of noncompliance is a precondition to the commencement of an eviction proceedings based on the theory of noncompliance.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that this action is hereby dismissed without leave to amend.