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**12 Fla. L. Weekly Supp. 244a**

**Landlord-tenant -- Eviction -- Public housing -- Notice -- Defects -- Vagueness -- Termination notice alleging that tenant's son "has engaged in criminal activity" without providing information about date of incident and charges allegedly brought against son is vague and lacks required specificity -- Complaint dismissed without prejudice**

HIALEAH HOUSING AUTHORITY, Plaintiff, v. ILIANA ENRIQUEZ, ALFREDO ENRIQUEZ, and any UNKNOWN TENANT(s) claiming through Iliana Enriquez and/or Alfredo Enriquez, Defendant(s). County Court, 11th Judicial Circuit in and for Miami-Dade County. Case No. 04-03918-CC-21, Civil Division. December 8, 2004. Ana Maria Pando, Judge. Counsel: Marlene A. Fernandez, Krinzman, Huss & Lubetsky, Miami, for Plaintiff. Jeffrey M. Hearne, Legal Services of Greater Miami, Inc., Miami, for Defendants.

**ORDER GRANTING DEFENDANTS'  
MOTION TO DISMISS**

THIS CAUSE came before the Court on Defendants' Motion to Dismiss. The Court having held a hearing on November 30, 2004, and having been fully advised on the premises, hereby makes the following findings of fact and conclusions of law:

1. Defendants, ILIANA ENRIQUEZ and ALFREDO ENRIQUEZ, occupy residential real property in Hialeah, Miami-Dade County, Florida, under a Public Housing Lease. The property is owned by Plaintiff, HIALEAH HOUSING AUTHORITY.
2. On June 21, 2004, Plaintiff served Defendants with a 30-Day Termination Notice which alleged to terminate Defendants' tenancy because "your son, Alex Enriquez, has engaged in criminal activity."
3. The 30-Day Termination Notice provides no other information about the alleged criminal activity.
4. The 30-Day Termination Notice formed the basis for Plaintiff filing the instant Complaint for Tenant Eviction on October 15, 2004.
5. The federal regulations which govern public housing tenancies require a termination notice to "state the specific grounds for the termination." *See* 24 C.F.R. §966.4(1)(3)(ii).
6. Without being provided more information about the alleged criminal activity, such as the date of the incident and the charges allegedly brought against Alex Enriquez, Defendants cannot adequately prepare a defense to the eviction.
7. Pursuant to state and federal law, Plaintiff's 30-Day Termination Notice is vague and lacks the required specificity. *See Dade County v. Malloy*, 27 Fla. Supp. 2d 1, 2 (Dade Cty. 1988); 24 C.F.R. §966.4(1)(3)(ii).

8. Plaintiff's 30-Day Notice is facially defective because it lacks any specificity regarding the alleged criminal activity.

9. The service of a proper termination notice is a condition precedent to the filing of an eviction action.

10. A statutory cause of action cannot be commenced until Plaintiff has complied with all conditions precedent.

11. A proper and non-defective notice is a statutory condition precedent and the service of a defective notice by the Plaintiff gives the Court no power to grant Plaintiff relief based on the defective notice.

12. When less than all the requisite elements of a cause of action exist when the complaint is filed, the complaint must be dismissed.

It is ORDERED and ADJUDGED that --

A. Defendants' Motion to Dismiss is granted.

B. Plaintiff's Complaint for Eviction is dismissed without prejudice and with leave to amend.