

Ramsay v. Brown, 15 Fla. L. Weekly Supp. 744b (County Ct. 2007) (landlord may not terminate tenancy of Voucher tenant for failure to pay security deposit).

DONALD RAMSAY, Plaintiff/Landlord,

vs.

MICHELLE BROWN, Defendant/Tenant.

County Court, 17th Judicial Circuit in and for Broward County.

Case No. 07-27246. December 16, 2007.

Catalina M. Avalos, Judge.

Counsel: Latrice M. Dean, Legal Aid Service of Broward County, Inc., Plantation, for Defendant.

ORDER GRANTING DEFENDANT'S MOTION TO DISMISS

This cause having come to be heard before the Court Upon Defendant's Motion to Dismiss Complaint for Tenant Eviction, and the Court having reviewed the file and the Motion and being otherwise fully advised in the premises, it is hereby ORDERED AND ADJUDGED as follows:

Defendant's Motion to Dismiss Plaintiff's Complaint for Tenant Eviction is hereby GRANTED.

In the present case Defendant is a participant in the Section 8 Housing Assistance Program governed by the Housing and Urban Development and subject to its rules and regulations.

Pursuant to 24 C.F.R. 982.310(a), during the term of the lease, the owner may not terminate the tenancy except on the following grounds: (1) serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease; (2) violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or (3) other good cause.

Plaintiff in seeking an order of eviction based on Defendant's failure to pay a security deposit is not in accordance with 24 C.F.R. 982.310(a) and therefore precludes Plaintiff from terminating Defendant's tenancy.