

IN THE COUNTY COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

HENRY JAVER,

Plaintiff

v.

CASE NO. 512004CC311WS
SECTION: O

STEPHEN STOLZ
CARLOS MENDEZ,

Defendants.

NOTICE OF HEARING

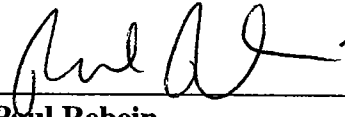
TO: Henry Javer
2593 Countryside Blvd.
Clearwater, FL 33761

YOU ARE HEREBY NOTIFIED that the Defendants Stephen Stoltz and Carlos Mendez will call up for hearing their Motion to Determine Rent Owed before the Honorable William Sestak at the West Pasco Judicial Center, 7530 Little Road, Chambers, Room 111, New Port Richey, FL on March 2, 2004 at 8:30a.m., or as soon thereafter as counsel may be heard.

PLEASE GOVERN YOURSELF ACCORDINGLY.

DURATION: 30 MINUTES

Respectfully Submitted,



Paul Rebein

Florida Bar No. 0488003

Naliah Jaffree

Florida Bar No. 0689734

SHOOK, HARDY & BACON L.L.P.

100 North Tampa Street, Suite 2900

Tampa, Florida 33602-5810

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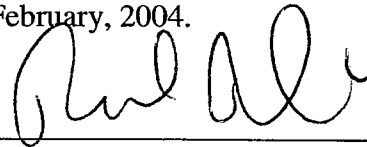
ATTORNEY FOR DEFENDANT

STEPHEN STOLTZ

Cooperating Attorneys for American Civil
Liberties Union Foundation of Florida,
Inc.—Tampa Chapter

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been
furnished to the addressee above on this 11th day of February, 2004.



ATTORNEY

cc: Honorable William Sestak

**IN THE COUNTY COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA**

HENRY JAVER,

Plaintiff

Case No.: 512004CC311WS

Section: O

v.

**STEPHEN STOLTZ,
and CARLOS MENDEZ,**

Defendants.
_____ /

DEFENDANTS' MOTION TO DETERMINE RENT OWED

Defendants Stephen Stoltz and Carlos Mendez ("Defendants"), through counsel, files this Motion to Determine Rent Owed, and state:

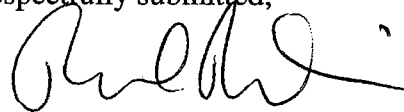
1. Plaintiff alleges that Defendant owes \$3000 in unpaid rent, \$600 payable monthly, for the months of October, November, December, January, and February.
2. Defendants dispute that Defendants owe \$3000 in unpaid rent and further dispute that their rental payments were \$600 per month.
3. On September 4, 2003, Defendant Stoltz and Plaintiff entered into a Housing Voucher Contract (Contract) with a Public Housing Agency (PHA) of the U.S. Department of Housing and Urban Development. The Contract specifies that its provisions will control the amount of rent Defendants must pay per month. The Contract states, in relevant part:
 - a) Defendants' monthly rent shall be \$575.00 per month.
 - b) Of that amount, PHA shall pay to Plaintiff \$275.00 per month.
 - c) Defendants shall pay \$300.00 per month.

4. Under the provisions of the Contract signed by Plaintiff and Defendant Stoltz, Defendants' rental payments are only \$300.00 per month. A copy of the Contract is attached hereto as Exhibit A and incorporated by reference herein.

5. Accordingly, Defendants should pay only \$1500.00 in the court registry.

WHEREFORE, Defendants respectfully request that the Court enter an Order determining the amount of unpaid rent to be paid into the court registry is \$1500.00 and for such other and further relief as the Court deems just and equitable.

Respectfully submitted,

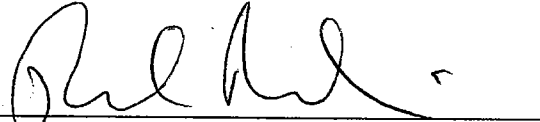


Paul W. Rebein
Florida Bar No. 0488003
Nailah A. Jaffree
Florida Bar No. 0689734
SHOOK, HARDY & BACON, L.L.P.
100 N. Tampa Street, Suite 2900
Tampa, Florida 33602
(813) 202-7100
Attorneys for Defendants Stephen Stoltz and
Carlos Mendez

Cooperating Attorneys for American Civil
Liberties Union Foundation of Florida, Inc.
– Tampa Chapter

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been forwarded by U.S. Mail to Henry Javer, 2593 Countryside Blvd., Clearwater, FL 33761, on this 11th day of February, 2004.

A handwritten signature in black ink, appearing to be "Paul H. Javer", written over a horizontal line.

ATTORNEY

EXHIBIT A

ASSISTED LEASE AGREEMENT
HOUSING VOUCHER PROGRAM

TENANT COPY

VOUCHER # 178709V004

NO. OF BEDROOMS: 2

THIS LEASE AGREEMENT, made and entered into this the 4TH day of SEPTEMBER 2003
by and between (LANDLORD) HENRY & LORRAINE JAVER
and (TENANT) STEPHEN M. STOLTZ
for the dwelling: 4529 IRENE LOOP NEW PORT RICHEY, FL 34652

THE HOUSEHOLD consists of the following members:

- (1) STEPHEN M. STOLTZ (7)
- (2) CARLOS MENDEZ (8)
- (3) (9)
- (4) (10)
- (5) (11)
- (6) (12)

by the Tenant to the Landlord under this Lease. The balance of the monthly rent shall be paid by the Tenant.

E. RENT

a. The total monthly rent during the first year of the term of the Lease shall be \$ 575.00 per month. Of this amount, \$ 275.00 to be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the Tenant and \$ 300.00 shall be payable by the Tenant ("tenant rent") directly to the Landlord.

b. The tenant rent is subject to change after the first year of the term of the Lease upon sixty days written notice to the Tenant and the PHA before commencement of any increase in rent. The notice shall state both the new rental amount, and the date from which the increased rent is payable. Initially and until such change the Tenant agrees to pay \$ 300.00 per month to the Landlord as the tenant rent. The rent is due on the 1ST day of each month beginning on SEPTEMBER 2003.

1. TERMS AND PROVISIONS OF LEASE.

A. HOUSING VOUCHER CONTRACT.

The Landlord will enter into a Housing Voucher Contract with a Public Housing Agency (PHA) under the Section 8 Housing Voucher Program of the U.S. Department of Housing and Urban Development. Under the Housing Voucher Contract, the PHA will make housing assistance payments to the Landlord to assist the Family of which the Tenant is the legal representative (Tenant Family) to lease the dwelling unit from the Landlord.

B. CONFLICT WITH OTHER PROVISIONS OF LEASE.

In case of any conflict between the provisions of this section of the Lease and any other provisions of the Lease, the provisions of this section shall prevail.

C. TERMS OF LEASE.

The term of the Lease shall begin on SEPTEMBER 4, 2003 and shall continue until (1) a termination of the Lease by the landlord in accordance with paragraph (1) of this section, (2) termination of the Lease by the tenant in accordance with the Lease or by mutual agreement during the term of the Lease, or (3) a termination of the Housing Voucher Contract by the PHA.

D. HOUSING ASSISTANCE PAYMENT.

Each month the PHA will make a housing assistance payment to the Landlord on behalf of the Tenant Family in accordance with the Housing Voucher Contract. The monthly housing assistance payment by the PHA shall be credited by the Landlord toward the monthly rent payable

F. SECURITY DEPOSIT.

a. The tenant has deposited \$ 575.00 with the Landlord as a security deposit. The Landlord will comply with HUD regulations regarding security deposits from a Tenant, and shall not collect a security deposit which is more than the maximum amount permitted under the regulations.

b. The Landlord will hold this security deposit during the period the Tenant Family occupies the dwelling unit under the Lease. The Landlord shall comply with State and local laws regarding interest payments on security deposits.

TENANT COPY

c. After the Tenant Family has moved from the dwelling unit, the Landlord may, subject to State and local law, use the security deposit, including any interest on the deposit, as reimbursement for any rent payable by the Tenant or other amounts which the Tenant owes under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the

Landlord shall promptly refund the full amount of the balance to the Tenant.

G. UTILITIES AND APPLIANCES

a. The Landlord shall provide the utilities listed in column (1) below for the dwelling unit without any additional charge to the Tenant. The utilities listed in column (2) are not included in the rent, and are paid by the Tenant.

Put "x" by utility included in rent.	Put "x" by tenant paid utility.
Garbage collection	XX
Water	XX
Heating type (Specify type) (electric)	XX
Lights, electric	XX
Cooking (Specify type) (electric)	XX
Other (Specify)	XX
A/C	XX
Water heating	XX

b. The range for the dwelling unit shall be provided by the **LANDLORD** (Insert Landlord or Tenant, as appropriate). If unspecified, the range shall be provided by the (Landlord).

c. The refrigerator for the dwelling unit shall be provided by the **LANDLORD** (Insert Landlord or Tenant, as appropriate). If unspecified, the refrigerator shall be provided by the Landlord.)

d. The Landlord shall provide the following other appliances for the dwelling unit:

H. MAINTENANCE AND SERVICES.

e. The Landlord shall maintain the dwelling unit, equipment and appliances, and common areas and facilities, in accordance with the HUD Housing

Quality Standards for the Housing Voucher Program, including the provision of all the services, maintenance and utilities as agreed to in this Lease.

(1) Where applicable (as in the case of multi-family buildings), maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns, and shrubs; and removal of snow and ice. Where security equipment and services are to be provided by the Landlord they are as follows: (Specify, or state "None") _____

(2) Extermination services shall be provided by Landlord as conditions may require. If such service is to be provided on a scheduled basis. The schedule is as follows: (Specify,) or state "None") _____

- (3) Repainting shall be provided by Landlord as conditions require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify), or state "No schedule") _____

b. The PHA shall be free to inspect the premises covered by the lease periodically, but not less often than annually, to assure that the physical condition thereof continues to meet PHA standards of decent, safe and sanitary housing and to determine whether the services required to be provided hereunder are being provided to the premises. In the event the PHA reasonably determines that either (i) the physical condition of the premises does not meet PHA standards for decent, safe and sanitary housing, other than as a result of actions by the Tenant, or (ii) one or more of the services specified herein are not being provided to the premises, or (iii) that the Landlord is in breach of any of the conditions of this lease, the PHA may give written notice to the Landlord to correct the deficiencies within thirty (30) days. Upon the Landlord's failure to do so, the PHA shall have the right, in addition to its other rights and remedies under the Housing Voucher Contract, to terminate or reduce Housing assistance payments or to terminate the Housing Voucher Contract.

I. Termination of Tenancy.

a. The Landlord shall not terminate the tenancy except for:

- (1) Serious or repeated violation of the terms and conditions of the Lease;
- (2) Violation of Federal, State, or local law which imposes obligations on a tenant in connection with the occupancy or use of the dwelling unit and surrounding premises; or
- (3) Other good cause. However, during the first year of the term of the Lease, the owner may not terminate the tenancy for "other good cause" unless the termination is based on malfeasance or nonfeasance of the Tenant Family.

b. The following are some examples of "other good cause" for termination of tenancy by the Landlord:

- (1) Failure by the tenant Family to accept the offer of a new Lease in accordance with paragraph (L) of this section.
- (2) A Tenant Family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
- (3) Criminal activity by Tenant Family members involving crimes of physical violence to persons or property;
- (4) The Landlord's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (5) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental.)

c. This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list. The Owner may not terminate the tenancy during the first year of the term of the Lease for "other good cause" (see paragraph I.a.(3) for grounds stated in paragraph I.b.(1), I.b.(4) or I.b.(5) of this section.

d. The Landlord may evict the Tenant from the unit only by instituting a court action. The Landlord must notify the PHA in writing of the commencement of procedures for termination of tenancy, at the same time that the Landlord gives notice to the Tenant under State or local law. The notice to the Tenant under State or local law. The notice to the PHA may be given by furnishing to the PHA a copy of the notice to the Tenant.

J. The Landlord shall not discriminate against the Tenant Family in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap or national origin.

K. Any notices required under paragraphs (I), (L), or (M) of this section may be combined with and run concurrently with any notice under State or local law.

L. After approval of a proposed new Lease by the PHA in accordance with HUD regulations, the Landlord may offer the Tenant Family the proposed new Lease for execution on behalf of the Tenant Family, for a term beginning at any time after the first year of the term of this Lease.

The Landlord shall give the Tenant written notice of the offer, with copy to the PHA, at least sixty days before the proposed commencement date of the new Lease term. The offer may specify a reasonable time limit for acceptance by the Tenant Family.

M. The Tenant may terminate the Lease without cause at any time after the first year of the term of the Lease, on not more than sixty days written notice by the Tenant to the Landlord (with copy to the PHA). (The provisions of this subsection (M) are not intended to limit any right of the Tenant to terminate the Lease where so provided elsewhere in the Lease).

N. This Lease has been signed by the parties on the condition that the PHA will promptly execute a Housing Voucher Contract with the Landlord. This Lease shall not become effective unless the PHA has executed a Housing Voucher Contract with the Landlord effective the first day of the term of the Lease.

O. **PROHIBITED LEASE PROVISIONS.** Notwithstanding anything to the contrary contained in the Lease, any provision of the Lease which falls within the classifications below shall be inapplicable.

a. Confession of Judgment. Prior consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.

b. Seize or Hold Property for Rent or other Charges. Authorization to the Landlord to take property of the Tenant, or hold property of the Tenant, as pledge or security until the Tenant meets any obligation which the Landlord has determined the Tenant has failed to perform.

c. Exculpatory Clause. Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

d. Waiver of Legal Notice. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.

e. Waiver of Legal Proceedings. Agreement by the Tenant that the Landlord may evict the Tenant or hold or sell the possessions of the Tenant Family if the Landlord determines that the Tenant has violated the Lease, without notice to the Tenant or any court decision on the rights of the parties.

f. Waiver of Jury Trial. Authorization to the Landlord to waive the Tenant's right to trial by jury.

g. Waiver of Right to Appeal Court Decision. Authorization to the Landlord to waive the Tenant's right to appeal a decision on the ground of judicial error or to waive the Tenant's right to sue to prevent a judgement from being put into effect.

h. Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

2. TENANT'S OBLIGATION:

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by tenant or others occupying the premises with his permission, Tenant, upon prior agreement with Landlord, may repair such damage at his own expense. If, (a) Tenant fails to make agreed upon repairs, or, (b) Landlord agrees to make repairs, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord.

3. INSPECTION OF UNIT:

The Landlord or his agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement, (b) to make repairs, and (c) to exhibit the unit to prospective purchasers, mortgages, tenants and workmen. Tenant shall not unreasonably withhold consent to the Landlord to enter for such

purposes. However, Landlord shall, except in an emergency such as fire, give the Tenant at least twenty-four hour's notice of his intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Landlord shall, within two days thereafter, notify tenant in writing of the date, time, purpose and results of such entry.

4. OCCUPANCY OF THE DWELLING UNIT:

Tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers without the written consent of the Landlord and the PHA. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as private dwelling unit solely for the Tenant and his/her family and/or dependents. This provision does not apply to reasonable accommodation of Tenants guests or visitors whose stay is less than thirty (30) days.

5. PETS:

Tenant may _____ or may not _____ keep a pet on the premises.

6. NOISE:

Tenant agrees not to allow on his premises any excessive noise or other activity which materially disturbs the peace and quiet of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.

7. CHANGES:


This lease, together with any future adjustment of rent or dwelling unit, evidences the entire agreement between the Landlord and the Tenant. No change herein shall be made except in writing, signed and dated by both parties and approved by the PHA.

Signatures:

TENANT

BY: 

Signature


 Date signed

STEPHEN M. STOLTZ

Print or type name of Family representative

BY: 

Signature

 Date signed

BY: _____

Signature

_____ Date signed

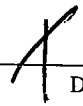
Print or type name of Family representative

LANDLORD (Print or type name of landlord)

HENRY & LORRAINE JAVER

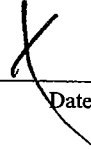
BY: 

Signature

 Date signed

BY: 

Signature

 Date signed

Print or type name and title of Signatory

Tenancy Addendum

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

(To be attached to Tenant Lease)

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

- (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.
- 8. Termination of Tenancy by Owner**
- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation 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 unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
 - (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy**
- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- e. **Eviction by court action.** The owner may only evict the tenant by a court action.
- f. **Owner notice of grounds**
- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
 - (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
 - (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.
- 9. Lease: Relation to HAP Contract**
If the HAP contract terminates for any reason, the lease terminates automatically.
- 10. PHA Termination of Assistance**
The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.
- 11. Family Move Out**
The tenant must notify the PHA and the owner before the family moves out of the unit.
- 12. Security Deposit**
- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

**IN THE COUNTY COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA**

HENRY JAVER,

Plaintiff

Case No.: 512004CC311WS

Section: O

v.

**STEPHEN STOLTZ,
and CARLOS MENDEZ,**

Defendants.
_____ /

DEFENDANTS' ANSWER AND COUNTERCLAIM

Defendants Stephen Stoltz and Carlos Mendez ("Defendants"), through counsel, respond to the correspondingly numbered paragraphs of the Complaint of Plaintiff, Henry Javer ("Plaintiff"), and Defendant Stoltz files his Counterclaim as set forth below.

ANSWER

1. Defendants admit the allegations contained in paragraph 1 for jurisdictional purposes only.
2. Admitted.
3. Denied.
4. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claim is barred because Plaintiff has failed to maintain the home in compliance with the housing and health codes of Pasco County and the obligations imposed

under Florida Statute §83.51, and Defendants served notice of their intent to withhold rent until repairs were made. Defendants have repeatedly complained to Plaintiff of the need for repairs, but Plaintiff has failed to complete the repairs necessary to make the home safe. Pursuant to Florida Statute § 83.60, Defendants delivered written notice to Plaintiff of their intent to withhold rent pending Plaintiff's maintenance of the home. Defendants' notice of intent to withhold rent is attached as **Exhibit A**.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claim is barred because it is a discriminatory housing practice based on Defendant Stoltz's handicap, in violation of the 42 U.S.C. § 3601, et seq., the federal Fair Housing Act. Plaintiff's actions in refusing to complete repairs of the home and in commencing eviction proceedings against Defendants are in direct response to Plaintiff's discovery that Defendant Stoltz has AIDS. In August, 2003, Plaintiff discovered that Defendant Stoltz has AIDS. Plaintiff informed Defendant Stoltz that he did not want someone with AIDS living on his property, and that he would not complete repairs of the home. Plaintiff signed a letter documenting that intent on November 4, 2003. The signed letter is attached as **Exhibit B**.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claim is barred because it is a discriminatory housing practice based on Defendant Stoltz's handicap, in violation of Florida Statute § 760.20, et seq., the Florida Fair Housing Act. Plaintiff's actions in refusing to complete repairs of the home and in commencing eviction proceedings against Defendants are in direct response to Plaintiff's discovery that Defendant Stoltz has AIDS. In August, 2003, Plaintiff discovered that Defendant Stoltz has AIDS. Plaintiff informed Defendant that he did not want someone with AIDS living on his

property, and that he would not complete repairs of the home. Defendant signed a letter documenting that intent on November 4, 2003.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claim is barred because it is a discriminatory housing practice based on Defendant Stoltz's infection with AIDS, in violation Florida Statute §760.50, which prohibits discrimination because of one's infection with HIV or AIDS. Plaintiff's actions in refusing to complete repairs of the home and in commencing eviction proceedings against Defendants are in direct response to Plaintiff's discovery that Defendant Stoltz has AIDS. In August, 2003, Plaintiff discovered that Defendant Stoltz has AIDS. Plaintiff informed Defendant that he did not want someone with AIDS living on his property, and that he would not complete repairs of the home. Defendant signed a letter documenting that intent on November 4, 2003.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claim is barred because Plaintiff's initiation of eviction proceedings is unlawful retaliatory conduct under Florida Statute § 83.64. After Plaintiff repeatedly failed to repair Defendants' home, Defendants complained to both the Pasco County Code Enforcement Board and the Pasco County Health Department in October, 2003. Defendants also complained to the Pasco County Housing Authority (PCHA) in December, 2003. The PCHA informed Defendants that, since the condition of the home was in violation of minimum housing quality standards, PCHA would no longer make the subsidized monthly rent payments to Plaintiff that Defendants had previously qualified for. PCHA stopped making payments after December. Plaintiff filed this complaint shortly thereafter. The relevant correspondence between Defendant Stoltz and the PCHA Housing Specialist is attached as **Exhibit C**.

COUNTERCLAIM

Defendant, Stephen Stoltz ("Mr. Stoltz"), counterclaims against Plaintiff, Henry Javer ("Mr. Javer"), and alleges as follows:

GENERAL ALLEGATIONS

1. Mr. Stoltz is, and was at all times relevant to the allegations herein, an adult resident of Pasco County, Florida, residing at 4529 Irene Loop, New Port Richey, Florida.
2. Mr. Javer is, and was at all times relevant to the allegations herein, an adult resident of Pinellas County, Florida, residing at 2593 Countryside Boulevard, Clearwater, Florida.

FACTS

3. Upon information and belief, Mr. Javer owns more than three rental houses in Florida and other states.
4. On or about January 24, 2002, Mr. Stoltz leased one of Mr. Javer's homes, located at 4529 Irene Loop, New Port Richey, Florida ("the home"). Mr. Javer does not reside or maintain living quarters at the home.
5. In September, 2003, Mr. Stoltz was admitted into the Housing Choice Voucher Program, and the Pasco County Housing Authority (PCHA) agreed to assist Mr. Stoltz with his monthly mortgage payments. PCHA made monthly payments directly to Mr. Javer.
6. Shortly after moving into the home, Mr. Stoltz noticed that the home was in need of critical repairs. Problems with the home included, but were not limited to, a broken, backed-up sewage tank; an inoperative hot water heating system; a shattered toilet bowl; a broken roof; broken screens on the front and back doors; damaged light fixtures; a broken pipe

system; exposed nails in the floor; block mold on the walls; and a dangerous, malfunctioning electrical system.

7. Throughout 2002 and 2003, Mr. Stoltz notified Mr. Javer several times of the problems within the home. Mr. Javer would not repair the home.

8. In August, 2003, Mr. Javer discovered that Mr. Stoltz has AIDS. Mr. Javer informed Mr. Stoltz that he did not want anyone with AIDS living on his property. Mr. Javer thereafter refused to make the repairs on the home and ordered Mr. Stoltz out of the home. When told his actions were illegal, Mr. Javer challenged Mr. Stoltz to sue him. On November 14, 2003, Mr. Javer even signed a letter documenting his intention that Mr. Stoltz leave the home because of his infection with AIDS.

9. In October, 2003, Mr. Stoltz contacted both the Pasco County Health Department and the Pasco County Code Enforcement Board about the problems with the home. Only after the Pasco County Health Department and the Pasco County Code Enforcement Board intervened did Mr. Javer begin making repairs to the home.

10. Mr. Javer never finished repairing the home. Instead, he spread the word of Mr. Stoltz's infection with AIDS throughout the neighborhood and made regular visits to Mr. Stoltz's home to continually insist that Mr. Stoltz leave the home.

11. Problems that remain within the home include a shattered toilet bowl; leaky faucets; broken screens on the front and back doors; a broken pipe system; exposed nails in the floor; block mold on the walls; and a dangerous, malfunctioning electrical system.

12. On or about December 10, 2003, Mr. Stoltz informed the PCHA of Mr. Javer's refusal to finish repairs on the home, and of Mr. Javer's intent to force Mr. Stoltz from the home

because of his infection with AIDS. PCHA notified Mr. Stoltz that, since the condition of the home was in violation of minimum housing quality standards, PCHA would no longer make subsidized monthly rental payments to Mr. Javer.

13. On February 4, 2004, Mr. Javer followed through on his threat and filed a complaint with this Court to evict Mr. Stoltz and his caretaker, Carlos Mendez, from the home.

14. As a direct result of Mr. Javer's conduct as set forth herein, Mr. Stoltz has suffered injuries, including, but not limited to, rashes, ear infections, nausea and vomiting, aggravation of his preexisting condition, and severe emotional and mental anguish.

COUNT I- FEDERAL FAIR HOUSING ACT

15. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 14 above, as if set forth in full hereinafter.

16. This is a cause of action for damages pursuant to 42 U.S.C. § 3601, et seq., the federal Fair Housing Act, for discriminatory housing practices.

17. Mr. Stoltz is an aggrieved person within the meaning of 42 U.S.C. § 3601, et seq., in that he has been injured by a discriminatory housing practice and he will be further injured by a discriminatory housing practice.

18. Mr. Stoltz is a member of a protected class, in that he is in the class of persons who enjoy protection from discrimination based on "handicap" under the terms of 42 U.S.C. § 3601, et seq.

19. Mr. Stoltz therefore enjoys a protected right under the federal Fair Housing Act.

20. Mr. Javer has engaged in intentional discriminatory housing practices by

- a) denying Mr. Stoltz the use and enjoyment of his dwelling because of his handicap;
- b) constructively making Mr. Stoltz's premises unavailable for his use and enjoyment because of his handicap;
- c) discriminating in the provision of services or facilities in connection with the premises because of Mr. Stoltz's handicap;
- d) continually harassing Mr. Stoltz and attempting to force him from his home because of his handicap;
- e) coercing, intimidating, and threatening Mr. Stoltz, and interfering with Mr. Stoltz's exercise and enjoyment of his housing rights.

21. As a direct result of Mr. Javer's conduct as set forth herein, Mr. Stoltz has suffered damages in excess of \$15,000.

WHEREFORE, Mr. Stoltz demands judgment against Mr. Javer, together with all interest, court costs, attorney's fees and such other and further relief as the Court deems just and equitable.

COUNT II- FLORIDA FAIR HOUSING ACT

22. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 21 above, as if set forth in full hereinafter.

23. This is a cause of action for damages pursuant to Florida Statute § 760.20 et seq., the Florida Fair Housing Act, for discriminatory housing practices.

24. Mr. Stoltz is a person who has been injured by a discriminatory housing practice and who believes that he will be injured by further discriminatory housing practices.

25. Mr. Stoltz is a member of a protected class, in that he is in the class of persons who enjoys protection from discrimination based on "handicap" under the terms of Florida Statute § 760.20, et seq.

26. Mr. Stoltz therefore enjoys a protected right under the Florida Fair Housing Act.

27. Mr. Javer has engaged in intentional discriminatory housing practices by

a) denying Mr. Stoltz the use and enjoyment of his dwelling because of his handicap;

b) constructively making Mr. Stoltz's premises unavailable for his use and enjoyment because of his handicap;

c) discriminating in the provision of services or facilities in connection with the premises because of Mr. Stoltz's handicap;

d) continually harassing Mr. Stoltz and attempting to force him from his home because of his handicap;

e) coercing, intimidating, and threatening Mr. Stoltz, and interfering with Mr. Stoltz's exercise and enjoyment of his housing rights.

28. As a direct result of Mr. Javer's conduct as set forth herein, Mr. Stoltz has suffered damages in excess of \$15,000.

WHEREFORE, Mr. Stoltz demands judgment against Mr. Javer, together with all interest, court costs, attorney's fees and such other and further relief as the Court deems just and equitable.

COUNT III- FEDERAL FAIR HOUSING ACT- INJUNCTIVE RELIEF

29. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 28 in full hereinafter.
30. This is a cause of action for injunctive relief pursuant to 42 U.S.C. § 3601, et seq., the federal Fair Housing Act, for discriminatory housing practices.
31. Mr. Stoltz is an aggrieved person within the meaning of 42 U.S.C. § 3601, et seq., in that he has been injured by a discriminatory housing practice and he will be further injured by a discriminatory housing practice.
32. Mr. Stoltz is a member of a protected class, in that he is in the class of persons who enjoy protection from discrimination based on "handicap" under the terms of 42 U.S.C. § 3601, et seq.
33. Mr. Stoltz therefore enjoys a protected right under the federal Fair Housing Act.
34. Mr. Javer has engaged in intentional discriminatory housing practices by
- a) denying Mr. Stoltz the use and enjoyment of his dwelling because of his handicap;
 - b) constructively making Mr. Stoltz's premises unavailable for his use and enjoyment because of his handicap;
 - c) discriminating in the provision of services or facilities in connection with the premises because of Mr. Stoltz's handicap;
 - d) continually harassing Mr. Stoltz and attempting to force him from his home because of his handicap;

e) coercing, intimidating, and threatening Mr. Stoltz, and interfering with Mr. Stoltz's exercise and enjoyment of his housing rights.

WHEREFORE, by reason of the aforementioned acts and results, Mr. Stoltz seeks a preliminary and permanent injunction: (1) enjoining Mr. Javer from further coercing, intimidating, threatening and/or discriminating against Mr. Stoltz based on his handicap and (2) enjoining Mr. Javer from seeking to recover possession of the premises from Mr. Stoltz based on an improper purpose, including, but not limited to, his handicap, together with all interest, Court costs, attorney's fees and such other and further as the Court deems just and equitable.

COUNT IV- FLORIDA FAIR HOUSING ACT- INJUNCTIVE RELIEF

35. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 34 above, as if set forth in full hereinafter.

36. This is a cause of action for injunctive relief pursuant to Florida Statute § 760.20, et seq., the Florida Fair Housing Act, for discriminatory housing practices.

37. Mr. Stoltz is a person who has been injured by a discriminatory housing practice and who believes that he will be further injured by a discriminatory housing practice.

38. Mr. Stoltz is a member of a protected class, in that he is in the class of persons who enjoy protection from discrimination based on "handicap" under the terms of Florida Statute § 760.20, et seq.

39. Mr. Stoltz therefore enjoys a protected right under the Florida Fair Housing Act.

40. Mr. Javer has engaged in intentional discriminatory housing practices by

a) denying Mr. Stoltz the use and enjoyment of his dwelling because of his handicap;

- b) constructively making Mr. Stoltz's premises unavailable for his use and enjoyment because of his handicap;
- c) discriminating in the provision of services or facilities in connection with the premises because of Mr. Stoltz's handicap;
- d) continually harassing Mr. Stoltz and attempting to force him from his home because of his handicap;
- e) coercing, intimidating, and threatening Mr. Stoltz, and interfering with Mr. Stoltz's exercise and enjoyment of his housing rights.

WHEREFORE, by reason of the aforementioned acts and results, Mr. Stoltz seeks a preliminary and permanent injunction: (1) enjoining Mr. Javer from further coercing, intimidating, threatening and/or discriminating against Mr. Stoltz based on his handicap and (2) enjoining Mr. Javer from seeking to recover possession of the premises from Mr. Stoltz based on an improper purpose, including, but not limited to, his handicap.

COUNT V – UNLAWFUL DISCRIMINATION ON THE BASIS OF AIDS

- 41. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 40 above, as if set forth in full hereinafter.
- 42. This is a cause of action for damages pursuant to Florida Statute § 760.50(4)(a), for discrimination in housing on the basis of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS).
- 43. Mr. Stoltz is a member of a protected class, in that he is in the class of persons who enjoy protection based on infection with HIV and AIDS.
- 44. Mr. Stoltz therefore enjoys a protected right under Florida Statute § 760.50.

45. Mr. Javer has engaged in intentional discrimination against Mr. Stoltz in housing by
- a) denying Mr. Stoltz the use and enjoyment of his dwelling because of his handicap;
 - b) constructively making Mr. Stoltz's premises unavailable for his use and enjoyment because of his handicap;
 - c) discriminating in the provision of services or facilities in connection with the premises because of Mr. Stoltz's handicap;
 - d) continually harassing Mr. Stoltz and attempting to force him from his home because of his handicap;
 - e) coercing, intimidating, and threatening Mr. Stoltz, and interfering with Mr. Stoltz's exercise and enjoyment of his housing rights.

46. As a direct result of Mr. Javer's conduct as set forth herein, Mr. Stoltz has suffered damages in excess of \$15,000.

WHEREFORE, Mr. Stoltz demands judgment against Mr. Javer, together with all interest, court costs, attorney's fees and such other and further relief as the Court deems just and equitable.

COUNT VI- UNLAWFUL DISCRIMINATION
ON THE BASIS OF AIDS- INJUNCTIVE RELIEF

47. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 46 above, as if set forth in full hereinafter.

48. This is a cause of action for damages pursuant to Florida Statute § 760.50(4)(a), for discrimination in housing on the basis of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS).

49. Mr. Stoltz is a member of a protected class, in that he is in the class of persons who enjoys protection based on his infection with HIV and AIDS.

50. Mr. Stoltz therefore enjoys a protected right under Florida Statute § 760.50.

51. Mr. Javer has engaged in intentional discrimination against Mr. Stoltz in housing by

- a) denying Mr. Stoltz the use and enjoyment of his dwelling because of his infection with AIDS;
- b) constructively making Mr. Stoltz's premises unavailable for his use and enjoyment because of his infection with AIDS;
- c) discriminating in the provision of services or facilities in connection with the premises because of Mr. Stoltz's infection with AIDS;
- d) continually harassing Mr. Stoltz and attempting to force him from his home because of his infection with AIDS;
- e) coercing, intimidating, and threatening Mr. Stoltz, and interfering with Mr. Stoltz's exercise and enjoyment of his housing rights.

WHEREFORE, by reason of the aforementioned acts and results, Mr. Stoltz seeks a preliminary and permanent injunction: (1) enjoining Mr. Javer from further coercing, intimidating, threatening and/or discriminating against Mr. Stoltz based on his handicap and (2) enjoining Mr. Javer from seeking to recover possession of the premises from Mr. Stoltz based on

an improper purpose, including, but not limited to, his handicap, together with all interest, Court costs, attorney's fees and such other and further as the Court deems just and equitable.

COUNT VII- UNLAWFUL RETALIATORY CONDUCT

52. Mr. Stoltz hereby adopts the allegations set forth in Paragraphs 1 through 51 above, as if set forth in full hereinafter.

53. This is cause of action for damages pursuant to Florida Statute § 83.64, for unlawful retaliatory conduct under the Landlord-Tenant Act.

54. Mr. Javer has engaged in unlawful retaliatory conduct by bringing and threatening to bring an action for possession primarily in retaliation against Mr. Stoltz, the tenant.

55. Mr. Javer is retaliating against Mr. Stoltz for the following reasons:

- a) Mr. Stoltz has complained to both the Pasco County Health Department and the Pasco County Code Enforcement Board regarding Mr. Javer's violation of health and housing codes;
- b) Mr. Stoltz has complained to Mr. Javer of violations of the landlord's statutory obligation to maintain the premises;
- c) The Pasco County Housing Authority refused to continue making monthly subsidized rental payments to Mr. Javer because of Mr. Stoltz's complaints.

56. As a direct result of Mr. Javer's conduct as set forth herein, Mr. Stoltz has suffered damages in excess of \$15,000.

WHEREFORE, Mr. Stoltz demands judgment against Mr. Javer, together with all interest, court costs, attorney's fees and such other and further relief as the Court deems just and equitable.

COUNT VIII- PUNITIVE DAMAGES

57. Mr. Stoltz hereby adopt the allegations set forth in Paragraphs 1 through 56 above, as if set forth in full hereinafter.

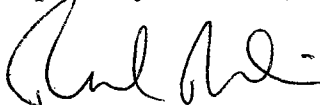
58. The actions of Mr. Javer as set forth herein were willful, wanton and/or reckless and warrant the imposition of punitive damages, pursuant to 42 U.S.C. § 3613 of the federal Fair Housing Act, and Florida Statute § 760.35 of the Florida Fair Housing Act.

WHEREFORE, Mr. Stoltz demands judgment against Mr. Javer, together with all interest, court costs, attorney's fees and such other and further relief as the Court deems just and equitable.

DEMAND OF JURY TRIAL

Mr. Stoltz demands a trial by jury.

Respectfully submitted,

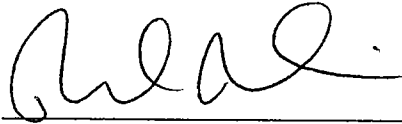


Paul W. Rebein
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ATTORNEY FOR STEPHEN STOLTZ and
CARLOS MENDEZ

Cooperating Attorneys for American Civil
Liberties Union Foundation of Florida, Inc. –
Tampa Chapter

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been forwarded by U.S. Mail to Henry Javer, 2593 Countryside Blvd., Clearwater, FL 33761, on this 11th day of February, 2004.

A handwritten signature in black ink, appearing to be 'A. J. Javer', written over a horizontal line.

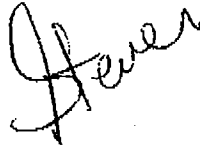
ATTORNEY

EXHIBIT A

INTENT TO WITHHOLD RENT

4529 Irene Loop
New Port Richey FL, 34652
727-534-0759
January 13, 2004

Henry Javer
2593 Countryside Blvd.
Clearwater FL, 33761



Mr. & Mrs. Javer

I am typing you this letter to inform you of my intent to withhold rent due to all matters at hand. The following items are still have not been taken care of in this house: Roof in porch area, Mold in walls, Septic Drain Field, Electric Hot water heater, Nails Sticking out of floor, Burner on stove. Until we resolve all of these issues I will be with holding your payments.

Tenant
Stephen M. Stoltz

EXHIBIT B

HENRY JAVER

2593 countryside Blvd.
ClearWater, Fl 33761
727-804-8185

November 4, 2003

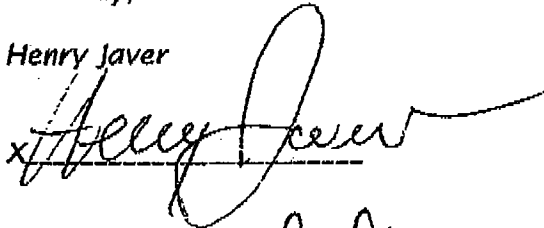
Stephen M. Stoltz
4529 Irene Loop
New Port Richey
Fl, 34652

Stephen Stoltz,

Per our conversation in Aug I told you originally that I would work with you on the rent until you receive your Social Security Disability However, I did not know that you have Acquired Immune Deficiency Syndrome. As per our last conversation now that I know you have this I would like for you to move out. I do not want anybody with Acquired Immune Deficiency Syndrome Living in any of my properties Further more I will not fix The Items you listed until you move out. Stephen this is not personal I just do not want you living in any of my properties with Aids or Hiv. Both of our signatures below will Confirm our conversation and me requiring you to move out. Stephen you had requested our conversation to be documented. My signature below validates that everything you typed above is the truth.

Sincerely,

Henry Javer

x 

11/4/03.

Stephen M. Stoltz

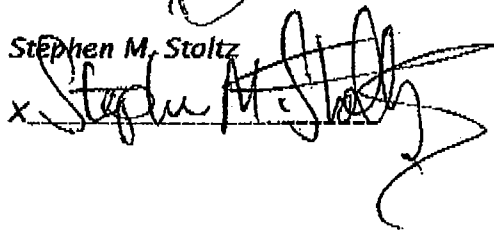
x 

EXHIBIT C

Date: 12/10/03
To: Gerald L. Johnson
From: Stephen M. Stoltz
Re: 4529 Irene Loop N.P.R.
Fl, 34652

Mr. Johnson

I am requesting that you send me in writing that Pasco County Housing Authority will not give me an extension at 4529 Irene Loop N.P.R. Fl, 34652 due to the issues that Lynnette Cuebas informed you of. Let me remind you of those issues. They are as follows: Septic system broken, Pipes broken in walls, Electric problems and mold In the walls. In addition to this my landlords refusal to fix any of these issues in the house because he said he did not want me living here with AIDS.

Per our conversation in November you stated that you could not give me an extension at the address above due to the repairs that needed to be done on the house in addition to that you had said that you would not pay the landlord because of his refusal to repair the items listed. Enclosed is a copy of the letters that I wrote my landlord. Please read them over and send me in writing and per our conversation that the Pasco county health dept. will not pay this landlord due to the health issues and repairs that are needed at the address listed above.

Thank You,

Stephen M. Stoltz

PASCO COUNTY HOUSING AUTHORITY
14517 7TH STREET
DADE CITY, FL 33523

December 16, 2003

STEPHEN M. STOLTZ
4529 IRENE LOOP
NEW PORT RICHEY, FL 34652

Dear Stephen Stoltz:

With regards to your letter dated December 10, 2003, we can not pay rent for the unit where you are currently residing.

Pasco County Housing Authority is prohibited by federal regulations to pay rent on units that do not meet housing quality standards. Your landlord's letter dated November 4, 2003 specifically states that he will not repair any of the items that were listed in your letter to him dated September 4, 2003. (Note: some of the items listed in your September 4, 2003 letter: sewage tank broke and sewage backing up in the bathroom; roof is falling in around the porch area; garage door is falling off; light fixtures falling off the wall, etc). As you are aware, the Housing Authority has issued you a voucher to move into a new unit.

If the Pasco County Housing Authority can be of any further assistance please contact me at (352) 567-0848 extension 106.

Sincerely,



GERALD L. JOHNSON
Housing Specialist