

**FIRST AFFIRMATIVE DEFENSE**  
**FAILURE TO STATE A CAUSE OF ACTION**

1. This action should be dismissed pursuant to Rule 1.140(b)(6), Fla. R. Civ. P. because the complaint fails to state a cause of action.
2. A proper three day notice is a precondition to filing a complaint for eviction.
3. The three-day notice attached to the complaint does not comply with Florida Statute 83.56(3) and is therefore fatally defective.
4. The three-day notice attached to the Plaintiff's complaint as exhibit B does not list the owner's name and address. Notice attached hereto as Exhibit A.
5. The three day notice was filled out by a property manager who has not used the approved Supreme Court form for property managers.
6. The Property Manager engaged in the unlicensed practice of law.

**WHEREFORE**, for the above stated reasons the Defendants demand this case be dismissed with prejudice, award attorney's fees and costs, and any other relief the Court deems necessary.

**SECOND AFFIRMATIVE DEFENSE**  
**FAILURE TO STATE A CAUSE OF ACTION**

7. This action should be dismissed pursuant to Rule 1.140(b)(6), Fla. R. Civ. P. because the Plaintiff lacks standing to bring this suit.
8. Florida Statute §83.43 defines the "landlord" as the owner or lessor of a dwelling unit under a rental agreement.
9. Pursuant to Florida Statute §83.59, only a Landlord may recover possession of a rental dwelling unit.
10. The Plaintiff, R. Russell Properties, Inc., is not the Landlord, owner or lessor of the rental dwelling.
11. The owner and Landlord of the property is John Rollas. See exhibit B.
12. R. Russell Properties, Inc., is a property manager and lacks standing to bring this action.

**WHEREFORE**, for the above stated reasons the Defendants demand this case be dismissed with prejudice, award attorney's fees and costs, and any other relief the Court deems necessary.

**THIRD AFFIRMATIVE DEFENSE**  
**MODIFICATION OF THE TERMS OF THE LEASE**

13. The Plaintiff has modified the terms of the lease by continually accepting late payments from the Defendant.

14. The Plaintiff has not put the strict compliance with the terms of the lease.

15. The Plaintiff has waived his right to terminate the lease for late payments.

**WHEREFORE**, for the above stated reasons the Defendants demand this case be dismissed with prejudice, award attorney's fees and costs, and any other relief the Court deems necessary.

**DEMAND FOR JURY TRIAL**

16. Defendants request a Jury on all issues so triable.

**ATTORNEY FEES AND COSTS**

17. To defend this action the Defendants have hired an attorney and request fees and costs associated with defending this action as the statute permits.

Respectfully submitted by,

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