

County Civil Court: LANDLORD/TENANT – Court Registry – Where Appellant had requisite notice and failed to deposit any rent payment into the court registry, any defense other than payment was waived. Appellee was entitled to immediate default judgment for possession in its eviction based on violation of lease agreement. Trial court’s order granting motion for default judgment for possession affirmed. Harris v. Lucky Penny Andover Bay, LLC., No. 13-000049AP-88B (Fla. 6th Cir. App. Ct. August 22, 2013).

**IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
APPELLATE DIVISION**

GWENDOLYN HARRIS,
Appellant,

v.

Ref. No. 13-000049AP-88B
UCN: 522013AP000049XXXXCV

LUCKY PENNY ANDOVER BAY, LLC.,
Appellee.

_____ /

ORDER AND OPINION

Appellant, Gwendolyn Harris, appeals a Default Judgment for Possession entered in favor of Lucky Penny Andover Bay, LLC. In the proceedings below, Lucky Penny filed a Complaint for Eviction and Damages against its tenant, Ms. Harris, alleging a failure to pay rent. Ms. Harris filed a motion to determine rent pursuant to § 83.60 (2) Fla. Stat., and the court found that Ms. Harris owed \$461.00 and ordered her to put this amount into the court registry. Ms. Harris did not pay the required amount into the court registry when ordered, and thus the court entered a Default Judgment for Possession.

On appeal, Appellant contends that the amount she was ordered to put into the court registry was incorrect. While Appellant provides this Court with no supporting documentation showing that the amount she was ordered to pay was incorrect, Appellant would not be entitled to relief even if she could make this showing. The law is clear that under Part II of Chapter 83

of the Florida Statutes, a tenant must pay into the court registry the rent amount alleged in the complaint or determined to be due by the court. *See Kendrick v. Corser*, 19 Fla. L. Weekly Supp. 72a (Fla. 11th Cir. App. Ct. Oct. 31, 2011). Failure of the tenant to pay this amount into the registry constitutes an absolute waiver of the tenant's defenses other than payment, and entitles the landlord to immediate judgment of possession. *See Carolyn Jones v. Myrtis Jones*, (Fla. 6th Cir. App. Ct. Nov. 20, 2009).

Although Appellant may dispute the amount she was ordered to deposit into the court registry, her failure to comply with that order entitled the landlord to an immediate default judgment for possession. *See Stanley v. Quest Intern. Inv., Inc.*, 50 So. 3d 672 (Fla. 4th DCA 2010).

Accordingly, it is

ORDERED that the lower court's order of Default Judgment for Possession is **AFFIRMED**.

DONE AND ORDERED in Chambers at St. Petersburg, Pinellas County, Florida, on this ____ day of _____ 2013.

Original order entered on August 22, 2013 by Circuit Judges Amy M. Williams, Peter Ramsberger, and Pamela A.M. Campbell.

Copies furnished to:
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