

INTRODUCTION

1. This matter is a simple and straightforward commercial Landlord / Tenant dispute.
2. In February 2015 Plaintiff filed suit for eviction pursuant to Chapter 83, Florida Statutes for Defendants' failure to pay rent.
3. Defendants have chronically failed to pay the monthly rent due and owing for the Premises and the Plaintiff issued a three-day notice to pay rent or deliver possession of the Premises.
4. The Defendants refused to return possession of the Premises.
5. Since inception of this lawsuit the Defendants have failed to remit *any* rent to the Landlord.
6. In addition to monies outstanding in the three-day notice, March and April, 2015 have also accrued and have not been paid by Defendants.
7. Since inception of this lawsuit, Defendants have failed to pay any rent into the Court Registry, however preserved a right to determine monies into the registry with a hearing set for April 8, 2015. As of date of this opposition the Defendants have failed to pay over \$129,668.42 in rent and additional rent as defined by the terms of the Lease Agreement at issue. This amount does not include the accelerated rents that the Plaintiff is now entitled to as well.
8. Landlord has been, and is, suffering an extreme hardship for Defendants' failure to remit rent as Tenants occupy large spaces incorporating suites 3008, 3009, 3010, 3011, 3012 and 3013 at the Premises.
9. During the pendency of this lawsuit, and whilst awaiting a court ordered hearing on a motion to order rent into the court's registry, the Defendants have been removing property