

landlord of order denying eviction was dismissed as moot because the tenants were no longer in possession of the premises involved.”

37. Sadly, this is all Sebastian Apartments, Inc. has to offer. It is a two-line opinion stating no fact other than what is offered above.

38. Further, Defendants’ sole cited authority is a residential eviction matter not a commercial eviction as is this matter.

39. Finally, there is no mention of a pending claim for attorneys’ fees and costs as is at issue in this instant action.

40. The Defendants claim that possession is the only relief requested in this matter is incorrect.

41. Dismissing this case as moot would be highly prejudicial to the Plaintiff as it would leave remaining claims unresolved, specifically, an adjudication as to whether the Defendants, Tenants failed to pay rent, entitling the Landlord to an action for possession, thus in turn entitling the Plaintiff to a right to prevailing party attorneys’ fees and costs pursuant to Florida Statutes Chapter 83, Part I.

42. This matter must be adjudicated in favor of the Plaintiff so as to resolve entitlement to attorneys’ fees and costs.

43. For the above stated reasons Defendants’ Notice of Mootness and Request that Action be Dismissed must be denied in all respects or stricken and this matter be allowed to proceed to a final adjudication on attorneys’ fees and costs.