

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT, IN AND
FOR LAKE COUNTY, FLORIDA

G3 MD, LLC, a Florida limited liability
company,

CASE NO.: 2024-CA-001127

Plaintiff,

v.

MOUNT DORA CENTER FOR THE ARTS,
INC., a Florida not for profit corporation, and
ALL UNKNOWN PARTIES IN POSSESSION,

Defendant.

**ORDER ON PLAINTIFF'S MOTION FOR DEFAULT FINAL
JUDGMENT OF EVICTION**

THIS CAUSE, came before the Court upon Plaintiff's Motion for Default Final Judgment of Eviction. The Court has read the motion, and response, reviewed the file, consulted the relevant authority, conducted a hearing and has otherwise been fully advised. The Court finds as follows:

1. Plaintiff's complaint alleges that "MDCA is to pay G3 gross monthly rent of \$6,611.91. As further provided by the Lease, this Gross Monthly rent amount is reduced by G3's monthly mortgage payment of \$3,599.36 and G3's monthly sponsorship payment of \$2,000.00, resulting in a net monthly rental payment of merely \$1,012.55."

2. Plaintiff argues that it is entitled to a default judgment because Defendant has not deposited the required rent into the registry of the court in accordance as required by Section 83.232(1) Fla. Stat., citing the Defendant's failure to deposit the \$6,611.91 gross monthly rent.

3. Defendant argues that it has satisfied Section 83.232(1), because it has deposited the \$1,012.55 net monthly rent alleged by the complaint into the registry and arguing that the complaint did not allege any rent was due.

4. Section 83.232(1) requires that a defendant to an eviction action pay “the accrued rent.” No case was cited by the parties defining the “accrued rent” as either the gross or the net rent, nor has the Court located such a case.

5. The complaint itself does not state whether Plaintiff is alleging that it is owed the gross rent or the net rent.

6. In general, when a pleading is ambiguous the ambiguity is construed against the pleader. *See Harwood v. Bush*, 223 So. 3d 359, 360 (Fla. 4th DCA 1969). *See also Trawick, Fla. Prac. & Proc.* § 8:9 (2025 ed.).

7. Additionally, testimony at the hearing established that the net rent amount was the amount paid by the Defendant to the Plaintiff.

8. Therefore this is not an instance where Defendant failed to pay rent as alleged into the Court’s registry. Rather, Defendant paid the rent amount alleged in the Complaint.

Accordingly, it is ORDERED AND ADJUDGED that Plaintiff’s Motion for Final Default is DENIED. Defendant shall continue to deposit the net monthly rent into the registry of the court as it becomes due.

DONE AND ORDERED in Chambers, at Tavares, Florida, this 23rd day of January 2025.



THE HONORABLE BRIAN WELKE
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of record.