



THE CITY OF KEY WEST

Code Compliance Division

P.O. Box 1409, Key West, FL 33041

TEL: (305) 809-3740, FAX (305) 809-3739

NOTICE OF ADMINISTRATIVE HEARING

Case No.:

11-446

Date:

June 15, 2011

To:

Stacy D. O'keefe
2337 Patterson Ave.
Key West FL 33040

Subject Address:

15 Whistling Duck Ln 42
Key West, Florida 33040

Property owner needs a
business tax receipt to rent
property.

Legal Description:

TOWNHOME UNIT 42 KEY WEST
GOLF CLUB DEVELOPMENT OR1377-
750/825DEC OR1385-186/188 OR1796-
1552/53 OR1934-2406/07 OR1934-
2408/09C/C(1 G)

Certified Mail

Receipt #:

POSTED PROPERTY

TAKE NOTICE that the City of Key West Code Compliance Division has requested the City of Key West Special Magistrate to conduct an administrative hearing regarding code violation(s) reported to you by **NOTICE OF CODE VIOLATION** concerning the above noted subject address.

You were noticed that your property is in violation of the City of Key West Code of Ordinances for the following reason(s):

Sec. 66-87 Business Tax Receipt Required

EXTENDED DESCRIPTION

No person shall engage in, manage, carry on or practice, wholly or in part, within the city limits, any business, profession or occupation without first procuring a city business tax receipt. For the purposes of this article, any person holding himself out to the public by sign, printed matter, telephone directory classified section, city directory or otherwise as being engaged in business or as offering services or property to the public for a consideration, regardless of whether such person actually transacts any business or practices a profession, shall be considered as engaging in business and shall be liable for a business tax receipt fee thereon.

CORRECTIVE ACTION

Obtain business tax receipt or cease activity.



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NOTICE OF ADMINISTRATIVE HEARING

In accordance with Florida Statutes § 162 and Code of Ordinances, City of Key West, § 2-631 through § 2-647, The City of Key West has scheduled a hearing to be held at **Old City Hall, 510 Greene Street, Key West, Florida at 1:30 P.M. on:**

June 29, 2011

The Chambers will be open at 1:00 PM. These proceedings may be televised.

The purpose of this hearing is to determine if a violation(s) exists, the appropriate action to be taken, if any is required, and if any fines or penalties are to be imposed. **YOU ARE REQUESTED TO APPEAR AT THIS HEARING** to present evidence and/or testimony to show cause, if any, why you should not comply with City Ordinances. **YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.**

You have a right to have an attorney present at the hearing. If an attorney represents you, your attorney must file written notice with this office prior to the hearing date.

If you intend to request a continuance from the Hearing Date set out above you must submit a written request for a continuance addressed to the Special Magistrate and mailed or delivered to the Special Magistrate's Legal Analyst at 3139 Riviera Drive, Key West, FL 33040. All requests must be received at least five (5) working days prior to the Hearing Date set out above. If the request is not received five (5) working days prior to the Hearing Date you or your attorney must appear on the Hearing Date to petition the Special Magistrate for a continuance. If any continuance is granted this will not stay discovery and all records previously requested must be supplied to the City or formally objected to.

Be advised that, if you decide to appeal any decision of the Special Magistrate in this code enforcement hearing, you shall be responsible to ensure that a verbatim record of the proceedings of this code enforcement hearing is made, such that any evidence and testimony upon which an appeal may be based can be submitted to the appellate court.

If you are found to be in violation of City of Key West Ordinances, administrative costs in the amount of **\$250.00** may be levied for administrative recovery for prosecution and investigation in addition to levied fines associated with the violation(s). **Failure to pay these costs will result in a lien against the property in violation.**

PER FLORIDA STATUTES SECTION 162.09, YOUR FAILURE TO CORRECT THE VIOLATION (S) MAY RESULT IN THE IMPOSITION OF A FINE OF UP TO \$250.00/DAY, AND \$500.00/DAY FOR A REPEAT VIOLATION. IF THE VIOLATION (S) IS IRREPARABLE OR IRREVERSIBLE, A FINE OF UP TO \$5000.00 MAY BE IMPOSED BY THE SPECIAL MASTER. FINES MAY BE IMPOSED ON A PER DAY/ PER VIOLATION BASIS.

A handwritten signature in cursive script that reads "Bonnita Myers".

Bonnita Myers
Code Compliance Officer
City of Key West



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REGULAR MAIL

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A handwritten signature in cursive script that reads "Bonnita Myers".

Bonnita Myers
Code Compliance Officer
City of Key West

RENTAL AGREEMENT

By this agreement made on NOV. 30, 2010, between Stacy D. O'Keefe, herein called the landlord, and Vadim + Tanna Lisnets, herein called the tenant, landlord leases to tenant the premises located at 15 Whistling Duck Lane, together with all appurtenances, for a term of 12 months, to begin on Dec 1, 2010 and to end on NOV. 30, 2011 at midnight.

1. RENT. Tenant agrees to pay, without demand, to landlord as rent for said premises \$2000.⁰⁰ per month in advance on the 1st day of each month, beginning Dec 1, 2010, in person to Stacy D. O'Keefe, by mail to 2337 Patterson Ave, or such other place as the landlord may designate in writing (see attachment).
2. SECURITY DEPOSIT. On the execution of this lease, tenant shall deposit with the landlord \$ 800⁰⁰ See changes as security for the tenant's faithful performance of the terms of the lease. The deposit shall be held in an account by the landlord for the benefit of the tenant, and it shall be returned to the tenant, without interest, on the full performance by the tenant of the provisions of this lease.
3. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this lease, tenant will peacefully and quietly have, hold, and enjoy the premises for the agreed term.
4. USE OF PREMISES. The premises shall be used and occupied by the tenant exclusively as a single family residence, and no part of it may be used at any time during the term of this lease for the purpose of conducting any business, profession, or trade of any kind, or for any other purpose than as a single family residence, without the written consent of the landlord. If landlord gives such consent, the landlord may revoke it at any time. Tenant shall comply with all the sanitary laws; ordinances; rules; and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of this lease. Tenant and all other persons on the premises must further refrain from conducting themselves in any manner that would unduly disturb the tenant's neighbors or constitute a breach of the peace. Any failure to comply, may, at the landlord's option, terminate the lease.
5. NUMBER OF OCCUPANTS. The premises may be occupied by no more than _____ persons, consisting of the persons listed on the tenant's rental application. Additional persons may occupy the premises only with the written consent of the landlord. If the landlord gives such consent, the landlord may revoke it at any time.
6. CONDITION OF PREMISES. Tenant stipulates that he or she has examined the premises, including the grounds and all buildings and improvements, and that at the time of this lease, they in perfect order and repair, and in safe, clean, and tenantable condition, unless otherwise noted herein.
7. ASSIGNMENT AND SUBLETTING. Without the prior written consent of the landlord, tenant may not assign this lease or sublet or grant any license to use the premises or any part of them. A consent by the landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of the landlord or an assignment or subletting by operation of the law shall be void, and, at the landlord's option, may terminate this lease.
8. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the premises or construct any building or make any other improvements on the premises without the prior written consent of the landlord. Unless otherwise provided by written agreement between the landlord and tenant, any alterations, changes, and improvements built, constructed, or placed on the premises by the tenants, with the exception of movable personal property, shall become the property of the landlord and remain on the premises at the expiration or termination of this lease.
9. DAMAGE TO PREMISES. If the premises or any part of them is damaged partially by fire or other casualty not due to the tenant's negligence or willful act or that of the tenant's family, agent, or visitor, the premises shall be repaired promptly by the landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the premises are untenable; provided that, in the event of such damage in the amount of more than \$500.00, the landlord will have the option of not rebuilding or repairing, in which event the term of this lease will end, and the rent shall be prorated up to the time of damage.
10. DANGEROUS MATERIALS. Tenant may not keep on the premises any item of a dangerous or explosive character.
11. UTILITIES. Tenant will be responsible for arranging and paying for all utility services required on the premises, including but not limited to water, electric, sewer charges, and garbage and trash collection. Tenant will pay the monthly sewer fee and any trash collection fees directly to the landlord on the 1st day of each month.
12. MAINTENANCE AND REPAIR. At his or her expense, the tenant shall keep and maintain the premises and appurtenances in good sanitary condition and repair, and advise the landlord of any necessary repairs, during the term of this lease and any renewal of it. In particular, tenant shall keep the fixtures in the house or on or about the premises in good order and repair; keep the walls free from dirt and debris; and make all required repairs to the plumbing, cooking, air conditioning/heating, sanitary, and other electric fixtures whenever damage to them had resulted from the tenant's misuse, waste or neglect or that of the tenant's family, agent, or visitor. Minor maintenance and repair of the premises involving anticipated or actual costs of less than \$100.00 per will be the responsibility of the tenant. Major maintenance and repair of the premises involving anticipated or actual costs in the excess of \$100.00 per incident not due to the tenant's misuse, waste, or neglect or that of the tenant's family, agent, or visitor will be the responsibility of the landlord or the landlord assigns. Tenant agrees that no signs will be placed or painting done on or about the premises by the tenant or at his or her direction without the prior written consent of the landlord.

PETS. Tenant will keep no domestic or other animals on or about the premises without the written consent of the landlord. If the landlord gives such consent, the landlord may revoke it at any time.

14. **DEFAULT.** If the tenant fails to comply with any material provision of this lease, or with any present rules and regulations, or any that may be hereafter prescribed by the landlord, or if the tenant fails to comply with any material duties imposed on the tenant by statute, within seven days after the delivery of written notice of noncompliance by the landlord, the landlord, at the landlord's option, may terminate this lease. If tenant fails to pay rent when due, and default continues for more than 3 days after delivery of written demand for payment of rent or possession of the premises, the landlord may then terminate the lease. A late charge of \$25.00 will be assessed if the tenant fails to pay the rent within 5 days of the due date, and an additional charge of \$5.00 per day will be assessed for each additional day that the rent remains unpaid.
15. **INSPECTION OF PREMISES.** Landlord and landlord's agents will have the right at all reasonable times during the term of the lease and any renewal of it to enter the premises for the purpose of inspecting them and all buildings and improvements on them.
16. **DISPLAY OF SIGNS BY THE LANDLORD.** The landlord or landlord's agent may display "FOR SALE", "FOR RENT", or "VACANCY" signs on the premises and may show the property to prospective purchasers or tenants.
17. **60 DAYS TO VACATE CLAUSE.** If the landlord decides to sell or make major repairs to the property, the tenant will be given written notice and will have sixty days from the date the notice is given to vacate the premises.
18. **ABANDONMENT.** If, at any time during the term of this lease, tenant abandons the premises or any part of them, the landlord, at his or her option, may take possession of the premises in the manner provided by the law and without becoming liable to the tenant for damages or for any payment of any kind whatsoever. At his or her discretion, landlord, as agent for the tenant, also may relet the premises or any part of them for the whole or any part of the then unexpired term, and the landlord may receive and collect all rent payable by virtue of that reletting and, at the landlord's option, hold tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued in force and the net rent for the period realized by the landlord by means of reletting. If the landlord's right of reentry is exercised following the tenant's abandonment of the premises, landlord may consider any personal property belonging to tenant and left on said premises also to have been abandoned, in which case landlord may dispose of that personal property in any manner the landlord deems proper, and the landlord is relieved of all liability for doing so.
19. **BINDING EFFECT.** The covenants and conditions contained in this lease set forth the entire understanding of the parties and shall apply to and bind the heirs, legal representatives, and assigns of the parties of this lease, and all covenants are to be construed as conditions of the lease. No provision of this lease may be altered or terminated by oral agreement.
20. **RECOVERY OF COSTS.** In any action taken to enforce or interpret this lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.
21. **RECEIPT OF FUNDS.** Landlord acknowledges receipt of the following sums:

Breakdown
\$600 Balance due
February 1, 2010.

Ist Month's Rent	<u>2000</u>
Last Month's Rent	<u>2000</u>
Security Deposit	<u>200</u>
Pet Deposit	<u> </u>
Total Received	<u>2200.</u>

received Dec. 1, 2010.
 due Dec. 15, 2010
 Nov. 25, 2010 (received)

Witness our hands and seals this _____ day of _____, 20__

Signed, sealed, and delivered in our presence as witnesses:

Witness to Landlord:

 Print Name

 Signature

Landlord:

Stacy O'Keefe
 Signature

Stacy O'Keefe
 Signature

 Signature

Witness to Tenant:

 Print Name

 Signature

Tenant:

Valim Lisanez
 Print Name

Valim Lisanez
 Signature

Jannie
 Print Name

Jannie
 Signature