

0
\$1300 / 1br - Clean 1 Bedroom all Utilites Included (Key West)

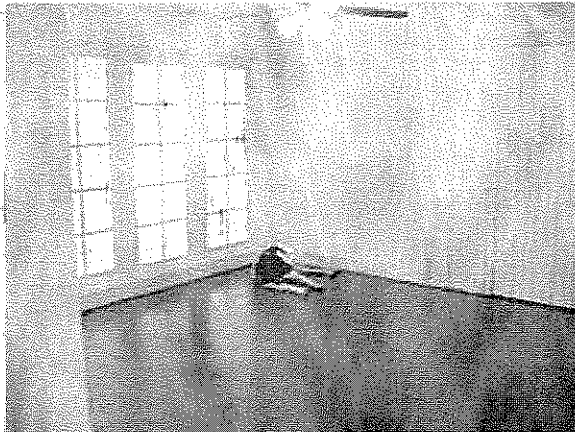
Date: 2010-10-01, 12:45AM EDT

Reply to: hous-2fmem-1982798648@craigslist.org Errors when replying to ads?

Nice 1 Bedroom
Newly Updated
Quiet Neighborhood
Use of Pool and Laundry Facilities
Off Street Parking

If you want more information call Kathy at (262) 654-7717

- cats are OK - purrr
- Location: Key West
- it's NOT ok to contact this poster with services or other commercial interests



left, left, right, 3rd house on right
white blue trim
fish mailbox
407 398 5034

Centra

Glacier
left church
behind Kmart

407 1401
Sunset Dr

Residential Lease

BY THIS AGREEMENT made and entered into on October 6, 2010, between Cynthia Brucioni, herein referred to as Lessor, and John & Katherine Santos, herein referred to as Lessee. Lessor leases to Lessee the premises situated at 1401 Sunset Dr, in the City of Key West, County of Monroe, State of Florida, and more particularly described as follows: front apartment 10-6-2010 together with all appurtenances, for a term of ten (10) months, to commence on 10-6-2010, 2010, and to end on April 30, 2011, at

- Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Thirteen Hundred Dollars (\$1300.00) per month in advance on the 1st day of each calendar month beginning 11 / 1, 2010, at 1401 Sunset Dr, City of Key West, State of Florida, or at such other place as Lessor may designate.
- Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Cynthia Brucioni.
- Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Fifty Dollars/day Dollars (\$50.00).
- Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Fifty Dollars (\$50.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
- Security Deposit.** On execution of this lease, Lessee deposits with Lessor thirteen hundred Dollars (\$1300.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.
- Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
- Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 2 persons, consisting of 2 adult(s) and 0 child(ren) under the age of 18 years, without the written consent of Lessor.
- Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all

bills in order, keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
22. **Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Twenty Dollars (\$ 50.00), to be held 2 mon and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.
23. **Display of Signs.** During the last 31 days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
24. **Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.
25. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
26. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 31 days' written notice served by either Lessor or Lessee on the other party.
27. **Notice of Intent to Vacate.** (This paragraph applies only when this Agreement is or has become a month-to-month Agreement.) Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
28. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
29. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
30. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if

Notice of Change in Rent

March 29th 2012

Date

John and Kate Santoro

Tenant Name

1401 - Sunset Drive

Street Address

Key West, FL 33040

City/State/Zip

Dear John and Kate

This is to give you notice that, effective May 1st, 2012, the rent for the unit you now occupy at 1401 - Sunset Drive will be increased from \$1300.00 Dollars (\$ 1300.00) per month to \$1400.00 Dollars (\$ 1400.00) per month, payable in advance on the first day of the month.

All other terms of the rental agreement will remain in effect.

Sincerely,

Cynthia Harrison

Signature

Cynthia Harrison

Landlord or Agent's Name

30 Day Notice to Landlord

Date: April 1st, 2012

To: Cynthia Grissom (LANDLORD/OWNER)
1401 Sunset Drive
Key West, FL 33040

From: John and Kateryna Santoro (TENANTS)
1401 Sunset Drive, Front/left
Key West, FL 33040

Due to the notification on March 29th, 2012 of a \$100.00 increase in rent, failure to comply with repeated requests to rectify code violations, and the illegal occupancy of tenants in the home which exceed Monroe County Occupancy statutes—initiated and authorized by the landlord—we are hereby providing our TENANT MOVE-OUT NOTICE.

According to the terms of our lease, 30 days notice is required. As such, be advised of our intent to vacate the premises on or before May 1st, 2012. We will have all of our personal belongings removed and keys turned in on or before **May 1st, 2012, our final permissible date of occupancy.**

Should you wish to show the apartment to potential occupants prior to our final day of occupancy, these visits must be coordinated and communicated in writing at least 48 hours in advance. Due to liability issues, it is imperative that no one—including the landlord—be permitted access to our unit without us being present. We will be cleaning the apartment as to leave it in a good condition. In accordance with our lease agreement and the Fair Housing Act, we do require the prompt return of our security deposit in the amount of \$1,300.00 (one-thousand and three hundred dollars) within 30 THIRTY days of our last permissible date of occupancy, May 1st, 2012. The forwarding address for the return of our security deposit is:

John and Kateryna Santoro
1200 Fourth Street, Suite 210
Key West, FL 33040

Should you have any questions, please direct them via email or phone to either:

John Santoro	jsantoro333@yahoo.com	305.797.4613
Kateryna Santoro	katesantoro@yahoo.com	407.398.5034

Tenant's Signature

Tenant's Printed Name

Tenant's Signature

Tenant's Printed Name

Landlord's Signature

Landlord's Printed Name

DATE: April 12, 2012
TO: Jon & Kate Santoro
FROM: Property Owner
Cynthia Grissom
RE: Broken Rental Agreement

*can you please
what I did?*

I have two statements from Comcast & AT&T totalling over \$1100.00 when I opened the AT&T bill this afternoon and it was another \$408.00 I called AT&T and canceled all my services. When Kelly tried to call me and found out that I had disconnected all services she freaked and reinstated them, as she could as she is my Durable Power Of Attorney. I could easily do without TV, Internet and phone.

I can see why Kate got upset as she had tests, but your rental agreement states that internet is NOT part of the rental agreement. When you asked if you could hook up with mine without problems I said okay, but I did not think that you would take my modem and router without my permission and put it in your apartment. I am not assertive or aggressive but it bothered me that you would do something without my permission, and I was without internet service for five months even though I was paying for it. I tried very hard to get everyone internet since November leaving me with over \$1100.00 charges for service calls.

You deposited in my checking account \$1300.00 for April rent on March 28, 2012. I don't know how you got it refunded but my lawyer is checking into that and will probably be suing Keys Federal.

Your rental agreement states that escrow is NOT to be used for the last month rent. It is escrow and not rent. By breaking your rental agreement this is official notice that you have five days from today to vacate my premises.

I don't know what you got upset about and intended to leave, but I thought that you should have come to me and discussed them. You knew that I always had someone living in the side room and I did make a huge mistake in my decision to let that Jeff guy move in. I do admit that. But could you take into consideration that I am 77 years old and do not always make sound decisions? I have thought highly of you and Kate, am very disappointed in your decision to move. I will miss you all including Titan and wish that things would have been different.

I have tried very hard to accommodate everyone even though it was not in my best interest.

*I don't know exactly what happened w/ STAT man but I
was surprised.*

*- I had hoped that
we had known
each other
long
enough
for that
to happen.*