

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

LEON PAULINO,

CASE NO.:

Plaintiff,

v.

BELL FUND VII AT BROKEN SOUND, LLC,
and BELL PARTNERS, INC.

Defendants.

PLAINTIFF'S COMPLAINT FOR DAMAGES

Plaintiff, Leon Paulino ("Plaintiff" or "Paulino"), by and through his undersigned counsel, sues Defendants, BELL FUND VII AT BROKEN SOUND, LLC, ("Bell") and BELL PARTNERS, INC. ("BP") (collectively, "Defendants") and alleges the following:

PARTIES, VENUE AND JURISDICTION

1. This is an action for damages concerning personal injuries and property damage sustained by Plaintiff as a result of exposure to toxic mold which occurred between June 5, 2023 through October 3, 2023, during his lease of an apartment from Defendants (the "Apartments") which is located at 5516 Broken Sound Blvd., Unit 1-130, Boca Raton, Florida, 33487 (the "Unit").
2. This action exceeds \$50,000.00, exclusive of costs, interest and attorneys' fees and is therefore within the jurisdictional limits of this Court.
3. Plaintiff is a resident of Palm Beach County, Florida, and is *sui juris*.
4. Bell is a Foreign Limited Liability Company doing business in Palm Beach County as the owner of the Apartments.
5. BP is a Foreign Profit Corporation doing business in Palm Beach County as

the property manager of the Apartments.

6. Venue is proper in Palm Beach County, Florida, as Defendants conduct business in Palm Beach County, Florida, the acts at issue occurred in Palm Beach County, Florida, and Plaintiff resided in Palm Beach County, Florida.

7. All conditions precedent to the filing of this action have occurred, been performed, or have been waived.

GENERAL ALLEGATIONS

8. On or about July 5, 2023, Plaintiff entered into a residential lease agreement with Defendants for rental of the Unit in which Plaintiff resided for the period of July 5, 2023, to October 3, 2023.

9. Plaintiff resided in the Unit while it was leased. During this time, Defendants knew, or should have known, that water, moisture and environmental conditions existed in the Unit which fostered and promoted the growth of toxic mold. This includes, but is not limited to, repeated water intrusion events from the roof, windows, AC unit and vents, wall cavities and other common elements and fixtures. These events and conditions fostered and promoted the growth and propagation of toxic mold in the Unit. These conditions caused toxic mold to flourish, permeating and infecting the air and environment within the Unit.

10. At all times material hereto, Defendants knew or should have known that the common areas of the Apartments connected to the Unit were poorly inspected, maintained and repaired forming the breeding ground for toxic mold.

11. At all times material hereto, Defendants knew or should have known that the common area's conditions were likely to cause toxic mold to develop in and around the common areas, including in the Unit. Defendants knew or should have known of the existence of dangerous

levels of toxic mold in the common areas impacting the Unit, and that these toxic environmental conditions were caused, at least in part, due to negligently maintained common areas impacting the Unit by the Defendants. Furthermore, Defendants knew or should have known that said toxic mold was likely to injure Plaintiff.

12. At all times material hereto, Defendants, as property manager and owner of the Apartments, owed Plaintiff, as tenant, a legal duty to properly control, inspect, maintain and repair the common areas impacting the Unit so that toxic mold did not permeate the air quality and conditions in the Unit.

13. Despite the fact Defendants knew or should have known of the dangerous levels of toxic mold forming in the common areas impacting the Unit, in the exercise of reasonable care, Defendants failed to adequately control, inspect, maintain and repair the common areas impacting the Unit which caused toxic levels of mold to exist in the air quality or about the Unit.

14. Based upon the hidden water damage, on or about August 24, 2023, Plaintiff retained RCI Home Inspections, Inc. ("RCI") to test for mold in the Unit (a copy of RCI's August 24, 2023, [the "Report"] is annexed as Exhibit "A"). RCI observed potential microbial growth on various items in the living room, microbial growth on various items in the master bedroom, and mold on the kitchen drywall. In addition, RCI found extremely elevated levels of the mold spores of *Aspergillus/Penicillium* in air samples of the Kitchen and Master Bedroom. The AEML, Inc. laboratory results also determined that there was highly elevated levels of *Aspergillus/Penicillium* in a swab sample taken from the dishwasher.

15. After Defendants failed to remedy the mold problem, Plaintiff vacated the Unit on or about October 3, 2023, and some of his symptoms have improved.

16. As a result of Defendants' negligence, Plaintiff was exposed to toxic mold and which directly and proximately caused severe health problems such as a cough, brain fog, headaches, acute pharyngitis, body aches, and fatigue.

COUNT I - PLAINTIFF'S NEGLIGENCE CLAIM AGAINST BELL

17. Plaintiff re-alleges and re-adopts the allegations set forth in paragraphs 1 through 16 above as if fully set forth at length herein.

18. Bell as property manager and/or the owner of the Apartments, owed a duty to Plaintiff to exercise reasonable care and to repair or remedy any defect or dangerous, unsafe or uninhabitable conditions in the Unit.

19. Bell breached its duty owed to Plaintiff by failing to properly maintain, inspect, control and repair the common areas of the Apartments impacting the Unit, including repeated water intrusion events from the roof, windows, AC ducts and vents, wall cavities and other common elements and fixtures impacting the Unit to prevent dangerous conditions, such as toxic mold, from infesting the unit and forming and permeating the air quality and conditions in the Unit, and to engage in an appropriate preventative maintenance program to prevent toxic mold from forming and flourishing at the Unit which lead to toxic mold forming and permeating the air quality and conditions in the Unit.

20. Bell breached its duty of care owed to Plaintiff by failing to properly control, inspect maintain and repair the common areas impacting the Unit including, but not limited to, allowing repeated water intrusion events from the roof, windows, AC ducts and vents, wall cavities and other common elements and fixtures impacting the Unit to prevent dangerous conditions, toxic mold from forming and permeating the air quality and conditions in the Unit, through

appropriate sealing of the exterior envelop, windows, walls, doors, roofing of the Apartments and/or the Unit which caused toxic levels of mold to exist in the air quality in or about the Unit.

21. Bell also breached its duty to Plaintiff by failing to: (a) adequately warn him in a timely manner of the dangerous conditions impacting the Unit, including air quality and conditions in the Unit, including the growth and presence of toxic mold and mold growth; and (b) undertake the appropriate preventative measures regarding moisture and/or humidity control so as to prevent the growth and presence of toxic mold in the Unit.

22. As a direct and proximate result of Bell's negligence, Plaintiff sustained severe and significant personal injuries, suffered bodily injury resulting in pain and suffering, disability, disfigurement, scarring, mental anguish, loss of the capacity for enjoyment of life, medical and nursing care and treatment, loss of ability to earn money and/or aggravation of previously existing conditions. In addition, Plaintiff sustained property damage to his personal property as a result of Bell's negligence.

WHEREFORE, Plaintiff demands the entry of a Final Judgment against Bell for damages, reasonable costs and attorney's fees under the Lease and such other and relief as this Court deems just and proper.

COUNT II - PLAINTIFF'S NEGLIGENCE CLAIM AGAINST BP

23. Plaintiff re-alleges and re-adopts the allegations set forth in paragraphs 1 through 22 above as if fully set forth at length herein.

24. BP, as manager of the Apartments, owed a duty to Plaintiff to exercise reasonable care and to repair or remedy any defect or dangerous, unsafe or uninhabitable conditions in the Unit.

25. BP breached its duty owed to Plaintiff by failing to properly maintain, inspect, control and repair the common areas of the Apartments impacting the Unit, including allowing repeated water intrusion events from the roof, windows, AC ducts and vents, wall cavities and other common elements and fixtures impacting the Unit to prevent dangerous conditions, such as toxic mold, from forming and permeating the air quality and conditions in the Unit, and to engage in an appropriate preventative maintenance program to prevent toxic mold from forming and flourishing at the Unit which lead to toxic mold forming and permeating the air quality and conditions in the Unit.

26. BP breached its duty of care owed to Plaintiff by failing to properly control, inspect maintain and repair the common areas impacting the Unit including, but not limited to, termite infestation, repeated water intrusion events from the roof, windows, AC ducts and vents, wall cavities and other common elements and fixtures impacting the Unit to prevent dangerous conditions, such as toxic mold, from forming and permeating the air quality and conditions in the Unit, through appropriate sealing of the exterior envelop, windows, walls, doors, roofing of the Apartments and/or the Unit which caused toxic levels of mold to exist in the air quality in or about the Unit.

27. BP also breached its duty to Plaintiff by failing to: (a) adequately warn him in a timely manner of the dangerous conditions impacting the Unit, the air quality and conditions in the Unit, including the growth and presence of toxic mold, mold growth; (b) undertake the appropriate preventative measures regarding moisture and/or humidity control so as to prevent the growth and presence of toxic mold and termites in the Unit.

28. As a direct and proximate result of BP's negligence, Plaintiff sustained severe and significant personal injuries, suffered bodily injury resulting in pain and suffering, disability,

disfigurement, scarring, mental anguish, loss of the capacity for enjoyment of life, medical and nursing care and treatment, loss of ability to earn money and/or aggravation of previously existing conditions. In addition, Plaintiff sustained property damage to his personal property as a result of BP's negligence.

WHEREFORE, Plaintiff demands the entry of a Final Judgment against BP for damages, reasonable costs and attorney's fees under the Lease and such other and relief as this Court deems just and proper.

COUNT III - PLAINTIFF'S VIOLATION OF FLA. STAT. §83.51 CLAIM AGAINST BELL

29. Plaintiff re-alleges and re-adopts the allegations set forth in paragraphs 1 through 28 above as if fully set forth at length herein.

30. Bell as property manager and/or the owner of the Apartments, owed a duty to Plaintiff to exercise reasonable care and to repair or remedy any defect or dangerous, unsafe or uninhabitable conditions in the Unit.

31. Since the beginning of the Lease and continuing throughout the tenancy numerous problems existed, rendering it unfit for human habitation and in violation of Florida Statute §83.51. The Landlord failed to comply with the requirements of applicable building, housing and health codes in violation of Florida Statute §83.51, which included failing to timely conduct a mold inspection and remedy the mold problems in the Unit, in violation of Florida Statute § 83.51.

32. Despite repeated documented request for repairs, Bell failed to take appropriate actions to remedy these issues. As a result of the aforementioned problems, the Unit was not habitable and posed a threat to Plaintiff's health and safety.

33. Due to the uninhabitable conditions, Plaintiff was forced to vacate the Unit before the expiration of the Lease period.

34. As a direct and proximate result of Bell's violation, Plaintiff sustained loss of use and enjoyment of the Unit and bodily injuries and property damage to his personal property.

WHEREFORE, Plaintiff demands the entry of a Final Judgment against Bell for damages, reasonable costs and attorney's fees under the Lease and such other and relief as this Court deems just and proper.

COUNT IV - PLAINTIFF'S VIOLATION OF FLA. STAT. §83.51 CLAIM AGAINST BP

35. Plaintiff re-alleges and re-adopts the allegations set forth in paragraphs 1 through 34 above as if fully set forth at length herein.

36. BP as property manager and/or the owner of the Apartments, owed a duty to Plaintiff to exercise reasonable care and to repair or remedy any defect or dangerous, unsafe or uninhabitable conditions in the Unit.

37. Since the beginning of the Lease and continuing throughout the tenancy numerous problems existed, rendering it unfit for human habitation and in violation of Florida Statute §83.51. The Landlord failed to comply with the requirements of applicable building, housing and health codes in violation of Florida Statute §83.51, which included failing to timely conduct a mold inspection and remedy the mold problems in the Unit in violation of in violation of Florida Statute §83.51.

38. Despite repeated documented request for repairs, BP did not take appropriate actions to remedy these issues. As a result of the aforementioned problems, the Unit was not habitable and posed a threat to Plaintiff's health and safety.

39. Due to the uninhabitable conditions, Plaintiff was forced to vacate the Unit before the expiration of the Lease period.

40. As a direct and proximate result of BP's violation, Plaintiff sustained loss of use and enjoyment of the Unit and bodily injuries and property damage to his personal property.

WHEREFORE, Plaintiff demands the entry of a Final Judgment against BP for damages, reasonable costs and attorney's fees under the Lease and such other and relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury of all issues that are so triable as a matter of right.

Dated: February 5, 2025.

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