

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

EMMA ANTONIA ZAKORDONIEC and
PATRYK ZAJAC,
Plaintiffs,

vs.

MQMF BOCA BROKEN SOUND LLC,

Case No:

Defendant(s).

_____ /

COMPLAINT

Plaintiffs, EMMA ANTONIA ZAKORDONIEC and PATRYK ZAJAC, sue Defendant, MQMF BOCA BROKEN SOUND LLC, and allege as follows:

INTRODUCTION

1. This is an action for damages arising from Defendant's gross negligence, constructive eviction, and multiple material breaches of a residential lease agreement, which subjected Plaintiffs to toxic mold contamination, significant personal injuries, property destruction, and a subsequent campaign of bad-faith coercion.

2. Defendant's failure to maintain the premises in a habitable condition rendered the property unlivable, forcing Plaintiffs to vacate, and Defendant has since violated Florida law by withholding Plaintiffs' security deposit.

GENERAL ALLEGATIONS

3. This is an Action for personal injury and property damages exceeding \$50,000, exclusive of costs and interest, arising from mold contamination and constructive eviction from a rental apartment unit (the "Unit") located at 5400 Broken Sound Blvd NW, Unit #00213, Boca Raton, FL 33487.

4. The ownership and management entity against whom this Action is brought is MQMF BOCA BROKEN SOUND LLC, who is responsible for managing and maintaining the Unit.

5. As a direct result of Defendant's actions, Plaintiffs were constructively evicted from their home, suffered adverse health consequences, and had their personal property contaminated, damaged, and stolen.

PARTIES, JURISDICTION AND VENUE

6. Plaintiffs seek damages exceeding \$50,000, within this Court's jurisdiction.

7. At all times material, Plaintiffs resided in Palm Beach County, Florida.

8. At all times material, Plaintiffs and Defendant were parties to a residential lease for the Unit, owned by Defendant.

9. Venue is proper in Palm Beach County as it is the location of the property and the domicile of the Defendants.

FACTUAL ALLEGATIONS

10. On August 21, 2024, Plaintiffs and Defendant entered into a lease for the Unit. Defendant, as owner and landlord, owed duties to maintain the premises in a reasonably safe and habitable condition.

11. In May 2025, Plaintiffs informed Defendant's on-site manager of a planned three-month absence and specifically confirmed the proper Auto/Fan temperature settings for the A/C system to prevent moisture buildup, following the manager's explicit instructions.

12. On or about late August 2025, Plaintiffs returned to find the Unit catastrophically infested with visible mold on walls, furniture, clothing, and personal effects.

13. Plaintiffs immediately hired an independent, licensed mold inspector, who confirmed dangerous levels of toxic mold and compromised indoor air quality.

14. Upon reporting this, Defendant engaged an unqualified cleaning company. This "remediation" was wholly inadequate; post-cleaning testing confirmed the Unit remained dangerously contaminated.

15. During this unauthorized cleaning, Defendant's agents mishandled Plaintiffs' personal property, packing it into trash bags without consent, and causing the disappearance of a valuable handbag.

16. The same day Plaintiffs inspected the failed cleanup, Plaintiff Zakordoniec suffered a severe allergic reaction directly attributable to the lingering mold, necessitating immediate emergency medical treatment. The Unit was not safe for human occupancy.

17. Defendant's material breaches and failure to correct the uninhabitable conditions constituted a constructive eviction of Plaintiffs. As a direct and proximate result of this constructive eviction, Plaintiffs were forced to vacate the Unit on or about September 7, 2025.

18. Defendant subsequently acknowledged the uninhabitable conditions by proposing a mutual early termination of the lease. When Plaintiffs arrived for the final move-out inspection, Defendant's agent attempted to coerce them into signing a liability release, threatening baseless financial penalties and eviction if they refused. Plaintiffs rightly refused to sign under this duress.

19. Plaintiffs provided Defendant with their new forwarding address on multiple occasions, including in writing at move-out and via certified mail.

20. More than 30 days have passed since Plaintiffs vacated the Unit on September 7, 2025. Defendant has failed to return Plaintiffs' \$4,089.00 security deposit and has failed to provide

any written notice of an intent to impose a claim upon it, as required by Florida Statute § 83.49(3)(a).

COUNT I - CONSTRUCTIVE EVICTION

21. Plaintiffs reallege and incorporate paragraphs 1-20 as if fully set forth herein.

22. The Lease Agreement granted Plaintiffs the right to the use and beneficial enjoyment of the Unit.

23. Defendant, as landlord, had a duty to maintain the premises in a condition fit for its intended use as a residence.

24. Defendant materially breached this duty by allowing the Unit to become infested with toxic mold and thereafter failing to properly remediate the contamination, rendering the Unit unsafe and uninhabitable.

25. The condition of the Unit was so substantial and severe that it deprived Plaintiffs of their beneficial use and enjoyment of the premises, akin to an actual eviction.

26. As a direct and proximate result of the uninhabitable conditions caused by Defendant, Plaintiffs were forced to vacate the Unit on or about September 7, 2025.

27. As a result of the constructive eviction, Plaintiffs were relieved of any further obligations under the Lease, including the payment of rent, from the date of vacating forward. Plaintiffs have been damaged by the costs of relocation, temporary housing, and the loss of their home.

WHEREFORE, Plaintiffs, EMMA ANTONIA ZAKORDONIEC and PATRYK ZAJAC, respectfully request judgment against Defendant, MQMF BOCA BROKEN SOUND LLC, as follows:

- a) for a declaratory judgment that the Defendant's actions and the uninhabitable conditions of the premises constituted a constructive eviction of the Plaintiffs, thereby terminating the Lease Agreement as of September 7, 2025, and relieving Plaintiffs of any and all further obligations thereunder, including the payment of any future rent;
- b) for compensatory damages for all costs incurred as a direct result of the eviction, including but not limited to relocation expenses, temporary housing, and moving costs; and
- c) for any such other and further relief as this Court deems just and proper.

COUNT II – NEGLIGENCE

28. Plaintiffs reallege and incorporate paragraphs 1-27 as if fully set forth herein.

29. At all relevant times, Defendant owed Plaintiffs legal duties under Florida law and the Lease, including the duties to: maintain the premises in a habitable condition (§ 83.51); repair the A/C and prevent moisture intrusion; properly remediate mold hazards (Mold Addendum); and hire competent personnel.

30. Defendant breached these duties by: failing to maintain the A/C system; allowing excessive moisture and mold growth; hiring an unqualified cleaning company; performing inadequate remediation; and failing to inform Plaintiffs of the ongoing hazard.

31. Defendant's exculpatory clauses (Lease Paras. 8, 25) are void as against public policy to the extent they seek to shield Defendant from liability for its own active negligence.

32. As a direct and proximate result, Plaintiffs suffered bodily injury, pain and suffering, mental anguish, medical expenses, and property damage.

WHEREFORE, Plaintiffs, EMMA ANTONIA ZAKORDONIEC and PATRYK ZAJAC, respectfully request judgment against Defendant, MQMF BOCA BROKEN SOUND LLC, for compensatory damages in an amount sufficient to fully compensate them for their injuries and losses, including but not limited to past and future medical expenses, past and future pain and suffering, mental anguish, loss of capacity for the enjoyment of life, and damage to personal property, all in an amount to be determined at trial, together with pre- and post-judgment interest and the costs of this action.

COUNT III – BREACH OF CONTRACT

33. Plaintiffs reallege and incorporate paragraphs 1-32 as if fully set forth herein.
34. The Lease Agreement, including all addenda, constituted a valid contract.
35. Defendant materially breached the contract by, *inter alia*:
 - a) Failing to maintain the Unit in a habitable condition, breaching the implied warranty of habitability.
 - b) Failing to make reasonable repairs and remediate mold, breaching Paragraph 32 and the Mold Addendum.
 - c) Reneging on the oral agreement for early lease termination effective September 7, 2025.
36. As a direct result of Defendant's breaches, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs, EMMA ANTONIA ZAKORDONIEC and PATRYK ZAJAC, respectfully request judgment against Defendant, MQMF BOCA BROKEN SOUND LLC, for damages caused by Defendant's material breaches of the Lease Agreement, in an amount to be proven at trial, but which exceeds the jurisdictional threshold of this Court, together with their reasonable attorney's fees and costs as provided for in the Lease and by Florida law.

**COUNT IV - VIOLATION OF FLORIDA SECURITY DEPOSIT
STATUTE (§ 83.49)**

37. Plaintiffs reallege and incorporate paragraphs 1-36 as if fully set forth herein.

38. Plaintiffs provided Defendant with notice of their forwarding address.

39. Defendant failed to return Plaintiffs' security deposit or provide the statutorily required written notice of its intent to impose a claim within 30 days of Plaintiffs vacating the premises.

40. Pursuant to Fla. Stat. § 83.49(3)(a), Defendant has therefore forfeited all rights to the security deposit.

41. Plaintiffs are entitled to the immediate return of their \$4,089.00 security deposit.

WHEREFORE, Plaintiffs, EMMA ANTONIA ZAKORDONIEC and PATRYK ZAJAC, respectfully request judgment against Defendant, MQMF BOCA BROKEN SOUND LLC, for the immediate return of their security deposit in the full amount of \$4,089.00, pursuant to Florida Statute § 83.49(3)(a), as Defendant has forfeited its right to impose any claim upon said deposit by its failure to provide the statutorily required notice.

COUNT V – CONVERSION

42. Plaintiffs reallege and incorporate paragraphs 1-41 as if fully set forth herein.

43. Plaintiffs had a possessory interest in their personal property within the Unit, including their valuable possessions and Gucci handbag.

44. Defendant, through its agents during the "remediation," intentionally and wrongfully exercised dominion over said property by packing and handling it without authorization, resulting in the permanent deprivation of their valuable personal property and handbag.

45. As a direct result, Plaintiffs have been damaged in an amount to be proven at trial.

WHEREFORE, Plaintiffs, EMMA ANTONIA ZAKORDONIEC and PATRYK ZAJAC, respectfully request judgment against Defendant, MQMF BOCA BROKEN SOUND LLC, for compensatory damages representing the value of the converted property, including the Gucci handbag, together with any special and consequential damages proximately caused by the conversion, and for pre- and post-judgment interest thereon.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable. Any jury waiver in the Lease (Para. 40) was not knowingly or voluntarily made under these circumstances and is unenforceable as it seeks to waive a fundamental right in a contract of adhesion concerning habitability and public safety.

DATED November 24, 2025.

Respectfully Submitted,

/s/ Brett L. Schlacter
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