

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA.

CHRYSTERIA EDWARDS,

Appellant,

APPELLATE DIVISION (CIVIL): "AY"

Case No.: 502010AP000066XXXXMB

L.T.: 502010CC014659XXXXMB

v.

PALM BEACH COUNTY
HOUSING AUTHORITY,

Appellee.

Opinion filed: **AUG 03 2011**

**Appeal from the County Court in and for Palm Beach County,
Judge Caroline Cahill Shepherd.**

For Appellant: Farah Lolanga, Esq., 3111 South Dixie Highway, Suite 140, West
Palm Beach, FL 33405

For Appellee: Jennifer Cunha, Esq., 225 South Olive Avenue, West Palm Beach,
FL 33401

PER CURIAM.

REVERSED.

Chrysteria Edwards appeals a final judgment of eviction entered in favor of Appellee/Plaintiff, Palm Beach County Housing Authority ("PBCHA"). Edwards and PBCHA had an original lease agreement ("Lease") that provided a five-day grace period before PBCHA could impose any charges or issue any notices to vacate. PBCHA attempted to terminate the Lease due to inconsistencies it discovered in Edwards' rental application, but Edwards and PBCHA entered into a settlement agreement ("Agreement") which permitted Edwards to continue living in her unit. The Agreement states in pertinent part, "Ms. Edwards also agrees to pay her usual monthly rent of \$412.00 on the first day of each month, pursuant to her lease

agreement.” Edwards failed to pay her rent on September 1, 2010, and instead paid on September 3, 2010. PBCHA issued a seven (7) day notice of termination, but Edwards refused to vacate, claiming that she was entitled to the five-day grace period. The trial court determined that the Agreement unambiguously required rent to be paid on the first day of the month, and that the five-day grace period no longer applied. We disagree.

There is no debate that both the Lease and the Agreement provide that rent is due on the first of the month; the only question is whether the Agreement incorporated the five-day grace period from the original Lease. The doctrine of incorporation explains that when a contract “expressly refers to and sufficiently describes another document, that other document ... [should] be interpreted as part of the writing.” *Courtesy Auto Group, Inc. v. Garcia*, 778 So. 2d 1000, 1002 (Fla. 5th DCA 2000). The phrase “pursuant to” means “in carrying out,” “in conformity with,” and “according to.” MERRIAM-WEBSTER ONLINE DICTIONARY, <http://www.merriam-webster.com> (last visited July 11, 2011). Thus, paragraph 4(e) required Ms. Edwards to pay “her usual monthly rent of \$412.00 on the first day of each month” in conformity with the original Lease. We hold that the sections of the Lease relating to the due date, including the five-day grace period, are unambiguously incorporated by reference into the Agreement. Accordingly, PBCHA’s notice of termination violated the parties’ Agreement. The order of eviction is REVERSED and REMANDED with directions to enter final judgment in favor of Edwards. Appellee’s Motion for Appellate Attorney’s Fees is DENIED.

BROWN, COX, and HAFELE, JJ., concur.