UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

Nephatari Patrice Ford v. Princeton Groves FL Apartments, LP

Ford · No. 25-cv-23139-BLOOM/D'Angelo · Decided December 1, 2025

SUMMARY

The United States District Court for the Southern District of Florida denied Plaintiff Nephatari Patrice Ford's motion for default judgment against Princeton Groves FL Apartments, LP. The court held that the residential leases did not constitute consumer credit transactions under the Truth in Lending Act and that Plaintiff failed to state claims for unjust enrichment, breach of fiduciary duty, or equitable estoppel. The court directed the Clerk to close the case.

CASE DETAILS

COURT	United States District Court for the Southern District of Florida
WRITING FOR THE COURT	Beth Bloom
JURISDICTION	United States District Court for the Southern District of Florida
DECIDED	December 1, 2025
DOCKET	25-cv-23139-BLOOM/D'Angelo
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment after the Clerk entered default against Defendant for failing to appear, answer, or otherwise respond to the complaint.
STANDARD OF REVIEW	A default judgment requires a sufficient basis in the pleadings for the judgment entered. Well-pleaded factual allegations are admitted by default, but legal conclusions and inadequately pleaded facts are not. The sufficient-basis inquiry is akin to the standard for surviving a motion to dismiss under Rule 12(b)(6), requiring factual matter that plausibly demonstrates entitlement to relief.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court order

TOPICS

default judgment · default · truth in lending · landlord tenant · civil procedure

PRACTICE AREAS

civil procedure | consumer protection | landlord tenant | real estate | remedies

QUESTIONS PRESENTED

1. Whether Plaintiff established a sufficient basis in the pleadings for default judgment.
2. Whether the residential leases constituted consumer credit transactions subject to the Truth in Lending Act's rescission and disclosure requirements.
3. Whether Plaintiff stated a claim for unjust enrichment despite the parties' express lease agreements.
4. Whether Plaintiff stated a claim for breach of fiduciary duty based on the landlord-tenant relationship.
5. Whether Plaintiff stated a claim for equitable estoppel absent a material misrepresentation by Defendant.

HOLDINGS

1. Default judgment was not warranted because the complaint did not provide a sufficient basis for judgment on any of Plaintiff's four causes of action.
2. Plaintiff failed to state a TILA claim because she did not demonstrate that the residential leases involved an extension of credit or deferred payment of a debt, and the leases therefore were not consumer credit transactions under 15 U.S.C. § 1635.
3. Plaintiff failed to state an unjust-enrichment claim because the parties' relationship was governed by express lease agreements.
4. Plaintiff failed to state a breach-of-fiduciary-duty claim because she did not allege facts establishing a fiduciary relationship between landlord and tenant.
5. Plaintiff failed to state an equitable-estoppel claim because she did not identify a material misrepresentation by Defendant.

KEY QUOTATIONS

> *"Entry of default judgment is only warranted when there is a sufficient basis in the pleadings for the judgment entered."* (II)

> *"Therefore, Plaintiff has not demonstrated that she incurred a "debt,"and her monthly rent payments are not consumer credit transactions under TILA."* (III.A)

> *"No cause of action in unjust enrichment can exist where the parties' relationship is governed by an express contract."* (III.B)

> *"The landlord-tenant relationship is not one of a fiduciary nature."* (III.C)

FACTUAL BACKGROUND

Plaintiff entered into four residential lease agreements with Defendant for the same rental unit between 2021 and 2024. She alleged that the leases were consumer credit transactions under the Truth in Lending Act because they required advance payments, application fees, monthly payments, late fees, and a security deposit, and that

Defendant failed to provide required rescission disclosures. Plaintiff further alleged that Defendant rejected her attempted rescission, evicted her, and retained funds without providing restitution.

PROCEDURAL HISTORY

Plaintiff filed the action on July 15, 2025, asserting claims under the Truth in Lending Act, unjust enrichment, breach of fiduciary duty, and equitable estoppel. The Clerk entered default on August 25, 2025. Plaintiff filed a verified motion for default judgment on September 5, 2025, followed by supplemental evidence on November 12, 2025. The court denied default judgment and ordered the Clerk to close the case.

DISPOSITION

other

CASES CITED

- Surtain v. Hamlin Terrace Found., 789 F.3d 1239, 1245 (11th Cir. 2015)
- Cotton v. Mass. Mut. Life Ins. Co., 402 F.3d 1267, 1278 (11th Cir. 2005)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Virgilio v. Ryland Grp. Inc., 680 F.3d 1329, 1337 (11th Cir. 2012)
- Zarella v. Pac. Life Ins. Co., 755 F. Supp. 2d 1218, 1227 (S.D. Fla. 2010)
- Treco Int’l S.A. v. Kromka, 706 F. Supp. 2d 1283, 1288 (S.D. Fla. 2010)
- Zaki Kulaibee Establishment v. McFliker, 771 F.3d 1301, 1312 (11th Cir. 2014)
- Cahaba Forests, LLC v. Hay, 927 F. Supp. 2d 1273, 1289 (M.D. Ala. 2013)
- Gaines v. Krawczyk, 354 F. Supp. 2d 573, 582 (W.D. Pa. 2004)
- Clifford v. Hughson, 992 F. Supp. 661, 670 (S.D.N.Y. 1998)
- Armstrong v. U.S. Bank Nat’l Ass’n, 729 F. Supp. 3d 1291, 1307 (M.D. Fla. 2024)
- State v. Harris, 881 So. 2d 1079, 1084 (Fla. 2004)