CHECK LIST FOR NUMBER OF COMPLETED FORMS NEEDED TO FILE YOUR EVICTION CASE

FOR EVICITON ONLY

	Complaint (form #7, #8 or #9)	Summons (form #10)	Notice	Lease	Envelope For Sheriff	Envelope For Clerk
One Defendant	3 copies	4 copies	2 copies	2 copies	1	1
Two Defendants	4 copies	6 copies	3 copies	3 copies	1	1
Three Defendants	5 copies	8 copies	4 copies	4 copies	1	1
Four Defendants	6 copies	10 copies	5 copies	5 copies	1	1

FOR EVICTION AND MONEY DAMAGES (COUNT I & II)

	Complaint (form #7A)	Summons For Eviction (form #10)	Summons For Money Damages (form #11)	Notice	Lease	Envelope For Sheriff	Envelope For Clerk
One Defendant	4 copies	4 copies	4 copies	2	2	1	1
Two Defendants	6 copies	6 copies	6 copies	3	3	1	1
Three Defendants	8 copies	8 copies	8 copies	4	4	1	1
Four Defendants	10 copies	10 copies	10 copies	5	5	1	1

Regarding Florida Statute 48.183(2) TO MAKE SERVICE BY POSTING EFFECTIVE, you will need to provide the clerk and additional copy of the complaint, summons, notice and lease for each defendant. Also we will require a stamped addressed envelope for each defendant.

The envelope requested by the Sheriff's Office will be used to mail you a receipt and a copy of the return of service.

The envelopes request by the Clerk's Office will be used to mail the final disposition of the case to both parties.

LANDLORD/TENANT EVICTION INFORMATION

Liberty County Clerk of Court
P O Box 399
10811 NW SR 20
Bristol, Florida 32321
850-643-2215
www.libertyclerk.com
Business Hours are 8:00 am to 5:00 pm

NOTICE:

Information or forms provided by the Clerk of Court should be considered as basic information only and may not be applicable to every situation. The information is not intended to be used as legal advice but as basic and general information only. It is only a brief statement and does not explain all your options and/or rights. Specific guidance as to how to proceed with filing a lawsuit or answering a lawsuit and questions about your particular situation should be directed to a qualified attorney.

All Landlords and Tenants should read and become familiar with Chapter 83, Florida Statutes.

The attached forms are designed for your use in the event of common landlord/tenant disputes. They should be used only for residential leases. If you have a commercial, agricultural or personal property lease you should consult with an attorney. No form should be used until you have carefully reviewed and understand the instructions preceding the form and reviewed any Florida statute referred to in the form. Copies of the statutes are available at the law library located at your county courthouse and at your public library or at the following website address www.flsenate.gov.

STEPS TO TAKE IN FILING AN EVICTION CASE

The following information does not apply to Mobile Home Lot Rental, if the tenant owns the mobile home.

Before a lawsuit is filed, you must give a written notice to the tenant to vacate because:

1. **NON-PAYMENT OF RENT – Keep a copy of notice to bring to the Clerk when filing.**
   (a) Notice must state that the tenant has three (3) working days to pay rent or vacate the premises listed. The three (3) working days exclude Saturday, Sunday and observed legal holidays. Do not count the day the notice was given and allow three (3) complete working days to elapse before filing the lawsuit.
   (b) Notice must state amount of rent owed and the date the notice was given to the tenant.
   (c) Notice must state the name and address of both the Landlord and the Tenant.

2. **ANY REASON OTHER THAN NON-PAYMENT OF RENT – Keep a copy of notice to bring to the Clerk when filing.**
   (a) Seven (7) days notice of non-compliance of lease or rental agreement must be given to the tenant.
   (b) Fifteen (15) days notice prior to the end of any monthly period, when the tenancy is month to month without specific duration. Seven (7) days prior to the end of any weekly period, when the tenancy is week to week and without specific duration.

When filing your lawsuit you will need the following documents (Please print or type the forms and make sure they are legible):

(1) Completed original petition and one copy for each defendant.
(2) Completed original summons and 2 copies for each defendant.
(3) One copy of the notice given to the defendant for the court file and one copy for each defendant named in the case.
(4) A copy of the lease for the file and one copy for each defendant named in the lawsuit.
(5) You should keep a copy of all the documents filed for your records.

If you are filing a case with Count I (eviction, to have the tenant removed from the property) and Count II (damages for unpaid rent or damages to the property). The 20 day summons for damages must be personally served (hand delivered). You will need the following in addition to the above requirements to file your case:

(a) A copy of the complaint for each defendant.
(b) A completed original 20 day summons and 2 copies for each defendant.

Please verify on the complaint, the eviction address, the apartment number, the lot number and spelling of the street address for correctness, in order for the Liberty County Sheriff's Office to serve the five (5) day Summons without delay.

TO MAKE SERVICE BY POSTING EFFECT: (Eviction Only)
If the Landlord wants the Sheriff to **POST** (if unable to hand deliver) a copy of the summons and complaint, the Landlord must furnish the Clerk's office with a pre-stamped legal size envelope addressed to each Tenant named in the lawsuit and an additional copy of the complaint, summons, lease agreement and notice. A copy of the summons and complaint will be mailed to the Tenant by the Clerk's office making the posted summons and complaint a valid service. F.S. 48.183(2)

If the Notice to Quit is defective or if the Notice of Termination is defective, your case is subject to immediate dismissal. If your case is dismissed your court cost will not be refunded.

The assisting Deputy Clerk will collect the appropriate filing fee, assign a case number and judge to the pleading, sign and seal the summons provided by the landlord. If you

prefer, she will forward the summons to the Sheriff's Office for you.

The summons will direct the defendant to answer and deposit the amount in dispute into the Court Registry within 5 days after service of the summons and complaint. Only cash or cashier's checks will be accepted as payment of rent. Failure to pay and/or answer may result in a judicial order for eviction without further notice.

PAYING MONEY TO THE COURT REGISTRY ACCOUNT

The Clerk's Office is entitled to a fee of 3% of the first $500.00 being paid into the Registry Account, and 1.5% of the remaining balance. Example: you are paying $700.00 the Clerk's fee will be $15.00 for the first $500 and $3.00 for the remaining $200, the total to be paid would be $718.00. The funds will be held until an order is signed by the Judge instructing the Clerk to disburse the funds and to whom.

DEFAULT AND FINAL JUDGMENT

1. Answer not filed within 5 days after service of the summons. On the 6th day you should present to the clerk a Motion for Default for Residential Eviction and the Final Judgment.

After entry of the Default, the clerk will forward the proposed Final Judgment of Eviction to the Judge. He will review the file for proper and timely filings in the case. If he finds everything in order he should sign the Final Judgment of Eviction, and the Clerk will execute the Writ of Possession (a 24 hour notice to vacate) and forward to the Landlord or to the Sheriff if a check has been left in our office for this purpose. The Landlord should inquire at the Sheriff's Office concerning the time for the property to be turned over to the Landlord.

2. Answer filed or Rent deposited into the Registry of the Court.

Upon receipt of an Answer or upon deposit of rent into the registry of the Court, the Clerk will forward the file to the Judge for review to determine whether a final Judgment of Eviction will be entered, or a mediation hearing be set or a hearing before the Judge should be scheduled. If a hearing of any kind is scheduled you will be notified by mail.

If the tenant moves out prior to a Final Judgment being entered, or an agreement is reached allowing the tenant to stay, the landlord must file an original Voluntary Dismissal. A copy of the Voluntary Dismissal must be mailed or delivered to the defendant. Please note the Landlord should not accept any monies from the defendant(s) during the eviction process, instead the landlord should instruct the defendant(s) to deposit any and all monies into the Registry of the Court.

NOTE: Effective March 31, 1992, "A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney". (Sec. 83.59(2), F.S.) A property manager may handle an eviction as long as it remains an uncontested case.

The Landlord and Tenant should take note, should you file any documents with the court you must provide copies to the other party either by mail or hand delivery. A certificate should be placed on the document that you have done so.

The Clerk's Office cannot refuse to accept any filing presented to them. Any determination regarding the proper filing of a complaint or pleading will be made by the Judge.

The Clerk's Office cannot recommend an attorney for you. If you do not know an attorney who will handle Landlord/Tenant disputes, you should contact the Lawyers Referral Service at 1-800-342-8011

CLERKS FILING FEES FOR EVICTION CASES ARE **$185.00**

You may pay with Cash, Cashiers Check, Business Check, Money Order, **The Clerk's Office does not accept personal checks.**

Should you need copies to be made by the Clerk's Office there will be a charge of 15¢ per page. Should you need additional forms there will be a charge of 15¢ per page.

SHERIFFS SERVICE FEES ARE **$40.00** PER SUMMONS

A husband and wife are two individuals in the lawsuit and will require the service of a summons on both parties.

SHERIFFS SERVICE FEE FOR WRIT OF POSSESSION WILL BE **$70.00**

If you have any questions concerning payment you should direct them to the Sheriff's Office, Civil Division.

Disclaimer: The Clerk does not expressly or impliedly warrant that the information or data accessed by the customer is accurate or correct. The Clerk shall not be liable for any loss, costs, damage, or expenses arising directly or indirectly in connection with this access. In no event will the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Customer's use or application of the information accessed as a result of using this packet.

Oral and Written Leases

A lease is an agreement to rent property. It may be written or oral. Most are written, however, because oral agreements can be subject to misunderstandings. A written lease can be in the form of a formal contract or simply a copy of a letter that states the rights and obligations of both tenant and landlord, or as specifically addressed by the law. The length of an oral lease term is determined by the schedule of the rental payments (weekly, monthly, quarterly or annually). All notices between landlord and tenant must be in writing, whether lease is oral or written.

A Landlord may require deposits, damage deposits and/or advanced rent payments. Deposits submitted by the Tenant, who then decides not to occupy the unit, may not be refundable. Deposits that are non-refundable must be stated as such in the rental agreement.

If the Landlord does not intend to impose a claim on the damage deposit, he must return it with any applicable interest to the Tenant within 15 days of the lease termination. If the Landlord intends to impose any claim upon it, he must notify the Tenant in writing explaining the reason(s) and the amount to be withheld by certified mail to the Tenant's last know address within 30 days of the lease termination. The Landlord's failure to send a notice within the 30 day period will result in the forfeiture of the Landlord's rights to impose such claim unless Tenant fail to provide the Landlord the required proper notice prior to vacating the dwelling. If the Tenant wishes to object to claims being imposed upon the damage deposit, he may bring the matter to the appropriate court's jurisdiction (file a lawsuit).

Responsibilities

The Landlord is responsible for providing a properly maintained and healthy place for the tenant to live in. His responsibilities will vary according to the type of the rental unit. In a single family home or duplex, the landlord (unless agreed upon and modified in writing) is obligated to:

- Comply with applicable building, housing and health code requirements. If none are applicable, the landlord must maintain in good repair, all structural components of the rental unit including the roof, floors, exterior walls, windows and screens.
- Maintain the plumbing in reasonably good working order.

In other types of rental units, the landlord (unless otherwise agreed upon in writing) is additional obligated to:

- Make reasonable provisions for extermination.
- Provide locks and keys.
- Provide for a clean and safe condition of common areas.
- Provide garbage removal and outside garbage receptacles.
- Provide working facilities for heat, running water and hot water.
- Provide a functioning smoke detection device.

The landlord is not prohibited from adding a provision in the rental agreement that obligates the tenant to pay for utilities, water, fuel or garbage removal costs and charges.

The Tenant is obligated to:

- Comply with all applicable building, housing and health codes imposed upon tenants
- Maintain premises that the tenant occupies or uses, in a clean and sanitary condition.
- Dispose garbage from dwelling in a clean and sanitary manner.
- Keep all plumbing fixtures used by the tenant clean, sanitary and in repair.
- Operate and use all electrical, plumbing and other facilities in a reasonable manner.
- Not deface damage or remove any property belonging to the landlord, nor permit anyone to do so.
- Conduct him/her and those on the premises with his/her consent, in a manner that will not disturb the peace, or that of his/her neighbors.

Failure to Fulfill Lease Obligations

Certain remedies are available in the event either party fails to meet requirements of the lease or applicable provisions of the law.

Failure by Landlord: Should the Tenant withhold rental payment because of Landlord's non-performance of his responsibilities, the Tenant must notify the Landlord of his intentions in writing by certified mail, at least seven days before rental due date, in order to provide time for corrective action by the Landlord. If after seven days, the non-performance is not corrected and the Tenant withholds the rental payment, the Landlord may start civil process for collection. Should this occur, the Tenant must deposit the rental amount into the Court Registry for Court resolution and fund disbursement?

The Landlord is also prohibited from forcing the Tenant out by:

- Directly or indirectly causing Tenant's utility services to be interrupted or shut off.
- Denying Tenant's access into dwelling by changing the locks or using other entry prohibitive devices.
- Removing the dwellings outside doors, locks, roof, walls, or windows; unless it is for the purpose of maintenance, repair or replacement.
- Removing the Tenant's property from the rented dwelling unless such action is taken after Tenant surrender, abandonment or lawful eviction.

In the event the Landlord violates any of these provisions, the Tenant may pursue legal action against Landlord for actual or consequential damages or three month's rent, whichever is greater, plus court costs and attorney's fees.

Failure by Tenant: Should the Tenant fall to meet obligations of the lease or applicable law (except for non-payment of rent), the Landlord must notify the Tenant in writing of the non-performance, and give Tenant seven days for corrective action.

If after seven days the non-performance remains uncorrected, the Landlord may begin the civil process for eviction.

For non-payment of rent the Landlord must serve the Tenant a written notice allowing three days (weekends and holidays excluded) for Tenant to pay the rent or vacate the dwelling. If after three days the Tenant does not pay the rent or vacate, the Landlord may file legal action with the County Court in Order to take possession of the dwelling.

The Landlord may not evict a Tenant in retaliation for:

- Tenant complaining to governmental agency of suspected violations related to housing, building or health codes.
- Asserting Tenant rights.

The Tenant has equal possession rights to the dwelling he is renting as if it was his own. However, Tenant shall not unreasonably withhold consent to allow Landlord entry into the dwelling. With proper notice, the Landlord may enter the dwelling at reasonable times to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply agreed services or to show unit to a prospective or actual purchaser, tenant, mortgagee, workman or contractor. The Landlord may enter the dwelling anytime for the protection or preservation of the unit.

LEGAL HOLIDAYS OBSERVED BY
LIBERTY COUNTY CLERK'S OFFICE

New Years Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday Following Thanksgiving

Christmas Day

Christmas Eve or the Day Following Christmas Day

** Or any day the Clerk's Office is required to close**

Frequently Ask Questions

My tenant has not paid rent, what can I do?
You must serve the tenant with the proper notice, the notice must give them 3 working days, excluding, the date of service, Saturdays, Sundays, and holidays in which to pay the rent in full or vacate the premises. If the tenant fails to pay or move within the required time limit, a complaint may be filed for Removal of Tenant for Non Payment of Rent.

What if the tenant wants to pay the rent after the Notice is served?
Refer to Florida Statutes 83.596 regarding the acceptance of rent after notice is given.

Are there forms available?
Yes, you will find the forms for notices as well as the complaint form in this packet.

What do I need to begin the suit?
At the time of filing you will need copies of the notice you have given them, lease if there is one, prepared complaint, summons and stamped addressed business envelopes. Refer to the instructions in this packet for the number of copies you will need.

Can a property manager file on my behalf?
A property manager may file the necessary paperwork for you as long as it remains an uncontested case. If the case goes to a hearing the owner must appear or have an attorney appear for you.

What if the tenant is doing other things other than not paying the rent, what can be done to get them out?
A seven day notice with cure can be given for non-compliance with the rental agreement (unauthorized people or pets, loud noise, trash, etc.). If the tenant is seriously damaging the property, a seven day notice without cure may be given.

What if the tenant moves and leaves possessions in the rental unit?
Please refer to Florida Statutes 715.109 on how to dispose of the property and protect you from liability.

What if the landlord will not repair the dwelling?
You may give the landlord a written seven (7) day notice before the rent comes due to initiate the repairs needed or else you will be moving or withholding the rent. If the landlord fails to make the repairs you can either move or withhold the rent. If you withhold the rent, the landlord may give you a three day notice for the non payment and initiate eviction proceedings. You have the right to post the rent with the Court once the case has been filed with the Clerk.

If I have contention with the landlord over the dwelling, can I post the rent into the registry of the Court?
Money may be posted into the court registry only when a case is filed with the Clerks office. You may want to contact an attorney or refer to the Florida Statutes for direction.

Can the landlord just come in and take possession or change the locks on the dwelling?
The landlord should give a proper notice in writing to you and then the landlord should start eviction proceedings with the Court which would serve you with a summons by the Sheriff and give you an opportunity to file an answer.

If I file an answer and the Judge has not made a decision before my five days are up, do I still have to move at the end of the five days?
When you file an answer, it will be sent to the Judge's Office as soon as possible by the clerk. We must wait until the Judge has made his decision before any paperwork can be signed or a hearing set. There is no time limit on the Judge and these cases are looked as quickly as possibly depending on the judge's calendar.

I have a tenant that has not paid rent; can I have them evicted even though they have children?
You should give the proper notice to the tenant that complies with the statutes. When the notice has been given and the time has expires, an eviction lawsuit can be filed to have the tenant vacate the property. A summons will be served on the tenant that will give them specific instructions on how to proceed with the lawsuit.

I want to evict my son, daughter, girlfriend, boyfriend etc. from my house that I am living in.
The eviction process is for rental property that is owned by one person and rented to another. If someone is living in your house and you no longer want him or her there, an eviction may not be the procedure to follow. You should contact an attorney for assistance or if you need help in locating an attorney, call the Lawyers Referral Service at 1-800-342-8011.

I am being evicted and I was just served a notice giving me 24 hours to move, is this correct?
After a Judgment is signed and a Writ of Possession is issued and served on the tenant, the tenant has 24 hours to vacate. The sheriff will authorize the landlord to remove all personal belongings from the house after 24-hours and give possession of the property back to the landlord.

Can I file a Motion for Default if the tenant has answered and the judge is reviewing the file?
No, we can not enter a default since the tenant has complied with the summons and answered. We must wait until we hear from the judge to proceed with the case.

FORMS IN THIS PACKET

FORM 1
Notice from Landlord to Tenant
Termination for Failure to Pay Rent

The "3-Day Notice" may be delivered by mail (add 5 days if mailed), personally delivered to Tenant, or posted on the premises if the Notice cannot be delivered to the Tenant.

The three-day time period must run, excluding the day of service, Saturday, Sunday or legal holidays, before starting suit to evict the tenant or to recover past due rent.

Source: Section 83.56(3), Florida Statutes

FORM 2
Notice from Landlord to Tenant
Termination for Non-Compliance other than Failure to Pay Rent

Lease violation which entitle the Landlord to send this Notice may include such violations as having or permitting, unauthorized pets, unauthorized guests, or unauthorized vehicles; parking in an unauthorized manner or permitting such parking; failing to keep the premises clean and sanitary, or other activities not permitted by the lease. Tenants must be given notice of violation and a seven day opportunity to cure the violation.

The delivery of this written notice may be by mailing or delivery of a true copy to the premises, or if the Tenant is absent from the premises, by leaving a copy of the notice at the premises.

This written notice must be delivered and the seven day time period must run, prior to any termination of the lease or any lawsuit of eviction.

Source: Section 83.56(2) (b), Florida

FORM 3
Notice from Landlord to Tenant
Noncompliance with No Opportunity to Cure

Notice of noncompliance with the requirements of the lease or where the tenant has violated Florida Statutes without a chance to cure. This form would be used if the noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation.

The written notice must be delivered and the seven day time period must run prior to any termination or eviction lawsuit being filed.

FORM 4
Notice from Landlord to Tenant
Fifteen Day Notice of Termination of Lease

15 Day Notice, if the landlord needs possession of this property and it is not for any of the previous reasons and the rent is paid on a month to month basis, this form would be used giving the tenant a fifteen day written notice to vacate the premises. The notice would state that the rental agreement is terminated and no further rent would be accepted. This notice should be given fifteen days prior to the rent being due. If the tenant does not vacate, the landlord would file his/her complaint for eviction. If a written lease agreement has been entered into, this section does not apply.

FORM 5
Notice from Tenant to Landlord
Termination for Failure of Landlord to Maintain Premises as Required by Florida Statutes 83.51(1) or Material Provisions of the Rental

Tenant should carefully review section 83.5(1) Florida Statutes and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after giving the notice and if the landlord fails to make the required repairs. Section 83.51(1) provides as follows:

> Landlord's obligation to maintain premises.
>
> (1) The landlord at all times during the tenancy shall:
>
> (a) Comply with the requirements of applicable building, housing, and health codes, or
>
> (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant.

The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

Source: Section 83.56(1) Florida Statutes

FORM 6
Notice From Tenant to Landlord
Withholding Rent For Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement

A Tenant cannot withhold rent from the landlord without sending notice and allowing the landlord time to make repairs. If the repairs are not made and the unrepaired dwelling is untenantable, the tenant may vacate and withhold all rent. If the repairs are not made but the failure to make the repairs does not render the dwelling untenantable, the tenant may remain in the dwelling and the rent shall be reduced, until the repairs are made by an amount in proportion to the loss of rental value caused by the failure to make repairs. In any legal proceeding, however, the tenant will have to pay all past due rent and rent as it comes due during the legal proceedings, into the registry of the court. The tenant should therefore, deposit all rent as it comes due in a separate bank account until the tenant's disputes with the landlord have been solved, For the text of Florida Statute 83.51(1), and the grounds for withholding rent see the note to Form 5.

Source: Section 83.56.(1) Florida Statutes

FORM 7
Complaint for Landlord to Evict Tenants for Failure to Pay Rent

FORM 7A
Complaint for Landlord to Evict Tenants for Failure to Pay Rent and for Final Judgment for Past Due Rent and Damages

Form 7 should be used if only eviction of the tenant is sought. Form 7A should be used to evict the tenants and to have a Judgment for the back rent and damages.

FORM 8
Complaint for Landlord to Evict Tenants for Failure to Comply with Lease (Other Than Failure to Pay Rent)

Form 8 should be used for eviction of tenants if the tenant's default is something other than failure to pay rent.

FORM 9
Complaint for Possession of Residential Real Property Based on Fifteen Day Notice

No instructions.

FORM 10
Summons (5 day)

If your complaint is only for eviction of the tenant, you need to complete and deliver this form to the clerk with the complaint. If your complaint is also for damages, complete form 11 along with form 10.

Source: Fla.R.Civ.P. 1.070; Fla.R.Civ.P Form 1.923

FORM 11
Summons (damages 20 Day)

If a lawsuit is filed to evict the tenant and recover back rent, both summons Form 10 and 11 should be prepared and delivered to the clerk of the court at the time of filing the complaint. If the complaint seeks only to evict the tenant, do not use form 11. The summons should be attached to a copy of the complaint, and after execution by the clerk, delivered to the sheriff or other authorized process server to be served upon the tenant.

Source: Fla.R.Civ.P.1.070

FORM 12
Motion for Clerk's Default

The tenant will have five (5) days, after service excluding Saturday, Sunday or legal Holidays to file a written response to a complaint for eviction. If the Tenant fails to file a written response in that time you are entitled to a default.

A clerk's default can be obtained by delivering to the Clerk of the Court a prepared Motion for Clerk's Default/Default, be sure to check the complaint for eviction in the Motion section of the pleading.

Motion for Default Final Judgment Damages

The tenant will have twenty (20 calendar) days to file a written response to the complaint for back rent and damages. If the Tenant fails to file a written response in that time you are entitled to a default.

A clerk's default can be obtained by delivering to the Clerk of the Court a prepared Motion for Clerk's Default /Default,(be sure to check the complaint for damages in the Motion section of the pleading) and attach form 13, Affidavit of Damages and form 14, Non Military Affidavit, when the tenant has failed to respond to the complaint for damages.

FORM 13
Affidavit of Damages

To be attached to the Motion for Default/Default, form12.

FORM 14
Non-Military Affidavit

To be attached to Motion for Default/Default, form 12 and Affidavit of Damages, form 13.

FORM 15
Satisfaction of Judgment

The landlord is to complete and record the Satisfaction of Judgment when the tenant pays the money owed to the landlord, if a Final Judgment for Damages has been entered in the case.

FORM 16
Notice of Dismissal

If at any time after the case has been filed, the tenant vacates the premises or the landlord and tenant reach and agreement, the landlord should file the Notice of Dismissal.

NOTICE TO QUIT

To: _____
Tenant's Name

_____
Address

_____
City, State, Zip Code

From: _____

Date: _____

You are hereby notified that you are indebted to me in the sum of $_____
(insert amount owed by Tenant) for the rent and use of the premises located at: _____

(insert address of leased premises, including county)
now occupied by you and that I demand payment of the rent or possession of the premises within three (3) days (excluding Saturday, Sunday and legal holidays) from the date of delivery of this notice, to-wit: on or before the _____ day of _____, _____ (insert the date which is three (3) days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday, and legal holidays).

_____
Signature
Name of Landlord/Property Manager
(Circle one)

_____
Address

_____
City, State, Zip Code

_____
Phone Number

Method of Delivery: _____ (by hand, mailing or posting)

To: _____
Tenant's Name

_____
Address

_____
City, State, Zip Code

From: _____

Date: _____

NOTICE FROM LANDLORD TO TENANT
(Termination for Non-Compliance Other Than Failure to Pay)

You are hereby notified that you are not complying with your lease in that

_____

_____
(insert noncompliance)

Demand is hereby made that you remedy the non-compliance within seven (7) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of similar nature is repeated within twelve (12) months, your tenancy is subject to termination without you being given an opportunity to cure the non-compliance.

_____
Signature of Landlord/Property Manager

_____
Address

_____
City, State, Zip Code

_____
Phone Number

Method of Delivery: _____ (by hand, mailing or posting)

To: _____
Tenant's Name

_____
Address

_____
City, State, Zip Code

SEVEN DAY NOTICE – DEMAND FOR POSSESSION

You are hereby notified that your lease is terminated effective immediately. You have seven (7) days from delivery of this notice to vacate the premises. This action is taken because:

_____

_____

_____

_____

_____
Signature of Landlord/Property Manager
(Circle One)

_____
Address

_____
City, State, Zip Code

_____
Phone Number

Date of Delivery: _____

Method of Delivery: _____ (by hand, mailing or posting)

To: _____
Tenant's Name

_____
Address

_____
City, State, Zip Code

FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

You are hereby notified that the agreement for rent of the above named premises is hereby terminated. No further rent will be accepted.

You are requested to vacate the premises within fifteen (15) days of the date of this notice.

_____
Signature of Landlord/Property Manager
(Circle One)

_____
Address

_____
City, State, Zip Code

Date of Delivery: _____

Method of Delivery: _____ (by hand, mailing, or posting)

To: _____
Landlord's Name

_____
Address

_____
City, State, Zip Code

From: _____

Date: _____

SEVEN DAY NOTICE OF NONCOMPLIANCE TO LANDLORD

This is to inform you that you are not maintaining my apartment as required by Florida Statute 83.51(1) and our lease agreement. If you do not complete the following repairs in the next seven (7) days, I will terminate the lease, move out, and hold you responsible for any damages resulting from the termination.

(List Landlord's Violations)

_____

_____

_____

_____

_____

_____
Tenant's Name

_____
Address, Unit Number

Form 5

To: _____
Landlord's Name

_____
Address

_____
City, State, Zip Code

From: _____
(Tenant)

Date: _____

NOTICE FROM TENANT TO LANDLORD

(Withholding Rent for Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement)

This is to inform you that you are not maintaining my apartment unit as required by Florida Statute 83.51(1) or material provisions of our lease agreement. If you do not complete the following repairs within seven (7) days I intend to withhold all future rental payments.

(List Violations)

_____

_____

_____

_____

_____

_____
Tenant's Name

_____
Address

_____
City, State, Zip Code

_____
Phone Number

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____
Plaintiff /Landlord

Case No. _____

Division: _____

-vs-

_____
Defendant /Tenant

COMPLAINT FOR EVICTION

Plaintiff, _____ sues Defendant, _____
(name of Landlord) (name of Tenant)
and alleges:

1. This is an action to evict a tenant from real property in Liberty County Florida.

2. Plaintiff owns the following described real property in said County:

_____
(insert address of rental property including, if applicable, unit or lot number)

3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of $_____ payable to _____.
(insert terms of rental payments i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as Exhibit "A".

4. Defendant failed to pay the rent due on _____, 20_____.
(insert date tenant failed to pay rent)

5. Plaintiff served Defendant with a notice on _____, 20_____, to
(insert date of notice)

pay the rent or deliver possession, but Defendant refuses to do either. A copy of the notice is attached as Exhibit "B".

Wherefore, Plaintiff demands judgment for possession of the property against Defendant.

_____
Signature of Landlord/Property Manager

_____
Address

_____
City, State, Zip Code

_____
Phone Number

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____
Plaintiff /Landlord

Case No: _____

Division: _____

-vs-

_____
Defendant /Tenant

COMPLAINT FOR EVICTION AND DAMAGES

Plaintiff _____sues Defendant _____
(insert name of Landlord) (insert name of Tenant)

and alleges:

COUNT I – EVICTION

1. This is an action to evict a tenant from real property in Liberty County, Florida.

2. Plaintiff owns the following described real property in said County:

_____
(street address of rental property including, if applicable, unit or lot number)

3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of $_____ payable to_____.
(rental amount) (terms of rental payments i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as Exhibit "A".

4. Defendant failed to pay the rent due on _____, 20_____.
(date of payment Tenant has failed to make)

5. Plaintiff served Defendant with a notice on _____, 20_____, to pay the rent or deliver possession, but Defendant refuses to do either. A copy of the notice is attached as Exhibit "B".

WHEREFORE, Plaintiff demands judgment for possession of the property against

Defendant.

COUNT II – DAMAGES

6. This is an action for damages that do not exceed $15,000.

7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.

8. Defendant owes Plaintiff $_____ that is due with interest since
(past due rent amount)
_____, 20 _____.
(date of last rental payment tenant failed to make)

for unpaid rent and $_____ for damages to the premises, plus

Court costs.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

_____
Signature of Landlord/Property Manager

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____
Plaintiff /Landlord

Case No. _____

Division:_____

-vs-

_____
Defendant /Tenant

COMPLAINT FOR EVICTION
FOR FAILURE TO COMPLY WITH LEASE
(OTHER THAN FAILURE TO PAY RENT)

Plaintiff, _____ sues Defendant, _____
(name of Landlord) (name of Tenant)

and alleges:

1. This is an action to evict a tenant from real property in Liberty County, Florida.

2. Plaintiff owns the following described real property in said County:

_____
(street address of rental property including, if applicable, unit or lot number)

3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of $_____ payable to _____.
(rental amount) (terms of rental payments, i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as Exhibit "A".

4. Plaintiff served Defendant with a notice on _____, 20_____.
(date of notice)
giving written notice to the Defendant that the Defendant was in violation of rental agreement. A copy of said notice, setting forth violations of the rental agreement, is attached hereto as Exhibit "B".

5. Defendant has failed to correct or discontinue the conduct set forth in the above mentioned notice.

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant.

_____
Signature of Landlord/Property Manager

_____
Address

_____
City, State, Zip Code

_____
Phone Number

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____ Case No. _____
Plaintiff /Landlord

Division: _____

-vs-

_____
Defendant /Tenant

COMPLAINT FOR POSSESSION OF
RESIDENTIAL REAL PROPERTY

Plaintiff, _____ sues Defendant _____
(name of Landlord) (name of Tenant)
and alleges:

1. This is an action to evict a tenant from residential real property in Liberty County, Florida.

2. Plaintiff is the owner or lessor of the residential real property described as:

_____
(street address of rental property)

3. Defendant has possession of the premises under an oral agreement to pay rent in the amount of $_____.
(rental amount)

4. The defendant has been served with a fifteen (15) day notice to vacate the premises, said notice being incorporated and made a part of this complaint.

5. Plaintiff served defendant with notice on _____ to deliver possession.
(date notice was served)

Defendant has not done so.

WHEREFORE, Plaintiff demands possession of the premises.

_____
Signature of Landlord/Property Manager

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____
Plaintiff /Landlord Case No. _____

-vs-

_____
Defendant /Tenant

EVICTION SUMMONS – RESIDENTIAL

THE STATE OF FLORIDA
TO EACH SHERIFF OF THE STATE

You are commanded to serve this summons and a copy of the complaint in this lawsuit on:

Name: _____

Address: _____

_____

Telephone: _____

PLEASE READ CAREFULLY

You are being sued by _____ to require you to move out of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the things listed below. You must do them within five (5) days (not including Saturday, Sunday or any legal holiday observed by the Clerk of the Court). After the date these papers were given to you or a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO ARE AS FOLLOWS:

1. Write down the reason(s) why you think you should not be forced to move. The written reason(s) must be given to the Court Clerk at the Liberty County Courthouse, P.O. Box 399; Bristol, FL 32321

.

2. Mail or take a copy of the written reason(s) to :

_____
(name of Plaintiff)

_____
(address of Plaintiff including City, State, Zip Code)

3. Give the Court Clerk the rent that is due as set forth in the landlord's complaint or as determined by the Court. **YOU MAY PAY THE CLERK THE RENT EACH TIME IT BECOMES DUE UNTIL THE LAWSUIT IS OVER.** Whether you win or lose the lawsuit, the Judge may pay this Rent to the Landlord.

4. If you and the Landlord do not agree on the amount of rent owed, give the Court Clerk the money you say you owe. Before the trial you must ask the Judge to set a hearing to decide what amount should be given to the Court Clerk.

5. A Court Registry fee of 3% of the first $500 and 1½% of the remaining balance of the rent being paid to the Court Clerk, will be collected when the money is posted to the Court Registry pursuant to F.S. 28.24. **MONEY PAID INTO THE COURT REGISTRY MUST BE PAID WITH CASH.**

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN FIVE (5) WORKING DAYS YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

THE STATE OF FLORIDA
TO EACH SHERIFF OF THE STATE

You are commanded to serve this summons and a copy of the complaint in this lawsuit on the above named defendant.

Date: _____

KATHLEEN E BROWN
Clerk of Court

By: _____
Deputy Clerk of Court

To LCSO by Plaintiff _____

To LCSO by Clerk _____

To Process Server _____

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____ Case No. _____
Plaintiff/Landlord

Division: _____

-vs-

_____
Defendant/Tenant

SUMMONS
ACTION FOR BACK RENT AND DAMAGES
(COUNT II)

TO: _____
Defendant/Tenant

_____
Address

_____
City, State, Zip Code

Each Defendant is further required to serve written defenses to the demand for Back Rent and all other damages to the premises contained in said complaint upon the above named Plaintiff/Landlord, _____ at

_____
(Landlord's Address)

within 20 days after service of this Summons upon the defendant, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on or thereafter. If you fail to do so, a default will be entered against the Defendant for the relief demanded in that portion of the complaint.

WITNESS my hand and seal of said Court this _____ day of _____ 20____

KATHLEEN E BROWN
Clerk of Court
Liberty County, Florida

By: _____
Deputy Clerk of Court

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____ Case No. _____
Plaintiff/Landlord

-vs-

_____
Defendant/Tenant

MOTION FOR CLERK'S DEFAULT

Plaintiff asks the Clerk to enter a default against _____, Defendant, for failing to respond as required by law to Plaintiff's [ ] complaint for eviction or [ ] complaint for damages.

_____
Signature

_____
Address

_____(___)_____
City, State, Zip Code Phone

DEFAULT

A default is entered in this action against the Defendant for eviction for failure to respond as required by law.

Dated: _____

KATHLEEN E BROWN
Clerk of Court

By: _____
Deputy Clerk

Copies furnished to :

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____ Case No. _____
Plaintiff/Landlord

-vs-

_____
Defendant/Tenant

AFFIDAVIT OF DAMAGES

STATE OF FLORIDA
COUNTY OF LIBERTY

1. BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, says:

2. This affidavit is based on my own personal knowledge.
3. Defendant has possession of the property which is the subject of this eviction under an agreement to pay rent of $_____.
4. Defendant has not paid the rent due since _____.
5. Defendant owes Plaintiff $_____ [past due rent amount] as alleged in the complaint, $_____ in late fees, $_____ in court costs plus interest.
6. Defendant owes Plaintiff $_____ [amount of other damages] as alleged in the complaint plus interest.

_____
Signature of Landlord

_____
Address

_____(___)_____
City, State, Zip Code Phone

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who [ ] did [ ] did not take an oath.

KATHLEEN E BROWN
Clerk of Court

By:_____
Deputy Clerk/Notary

_____
Print Name

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____ Case No. _____
Plaintiff/Landlord

-vs-

_____
Defendant/Tenant

NON- MILITARY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LIBERTY

Personally appeared before me the undersigned authority, authorized to take oath and acknowledgements in the State and County aforesaid, _____,who being by me first duly sworn did state as follows.:

1. That the undersigned is personally familiar with the Defendant(s) _____ in the above styled matter.

2. That, to the best of the affiant's belief and information, Defendant(s) is/are not in the service of the armed forces of the United States, and is/are not entitled to the relief afforded by the Soldiers and Sailors Civil Relief Act of 1940, 50 U.S.C. §§ 501 et seq.

3. (Include statement of location and occupation of Defendant to support non-military service claim).

4. (Include statement of age of disability of Defendant to support non-military service claim).

FURTHER AFFIANT SAYETH NAUGHT.

By: _____

STATE OF FLORIDA
COUNTY OF LIBERTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who [ ] is personally known to me, or [ ] produced _____ as identification, and who [ ] did [ ] did not take an oath.

KATHLEEN E BROWN
Clerk of Court

By: _____
Deputy Clerk/Notary

IN THE COUNTY COURT

IN AND FOR LIBERTY COUNTY, FLORIDA

_____
Plaintiff/Landlord Case No. _____

-vs-

_____
Defendant/Tenant

SATISFACTION OF JUDGMENT

The undersigned, the owner and holder of that certain Final Judgment rendered in the above captioned civil action, dated _____ and recorded in Liberty County, Florida, in Official Records Book _____, Page _____, does hereby acknowledge that all sums due under it have been fully paid and that said Final Judgment is hereby satisfied and is canceled and satisfied of record.

Dated this _____day of _____, 20_____.

_____
Signature of Plaintiff

_____
Printed Name

STATE OF FLORIDA
COUNTY OF LIBERTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, who [ ] is personally known to me or [ ] produced _____ as identification, and who [ ] did or [ ] did not take an oath.

_____
Deputy Clerk/Notary

_____
Printed Name

IN THE COUNTY COURT
IN AND FOR LIBERTY COUNTY, FLORIDA

_____
Plaintiff/Landlord

Case No. _____

-vs-

_____
Defendant/Tenant

NOTICE OF DISMISSAL

The Plaintiff herby dismisses this action this _____ day of _____, 20_____.

_____
Signature of Plaintiff

Certificate of Service

I hereby certify that a copy of the foregoing Notice of Dismissal has been furnished to

_____ at _____

by [ ] United States Mail, [ ] hand delivery, this _____ day of _____, 20_____.

_____
Plaintiff