

# EVICTIION PACKET

\$10.00

## **FILING FEES:**

FILING FEE	\$185.00
SUMMONS <b>PER</b> DEFENDANT	\$ 10.00
SHERIFFS SERVICE FEE	\$ 40.00

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

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**I. CASE STYLE**

(Name of Court)\_\_\_\_\_.

Plaintiff \_\_\_\_\_ Case # \_\_\_\_\_  
\_\_\_\_\_ Judge \_\_\_\_\_

vs.  
Defendant \_\_\_\_\_  
\_\_\_\_\_

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**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. \$ \_\_\_\_\_

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**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

**CIRCUIT CIVIL**

\_\_\_\_\_ Condominium  
\_\_\_\_\_ Contracts and indebtedness  
\_\_\_\_\_ Eminent domain  
\_\_\_\_\_ Auto negligence  
\_\_\_\_\_ Negligence—other  
\_\_\_\_\_ Business governance  
\_\_\_\_\_ Business torts  
\_\_\_\_\_ Environmental/Toxic tort  
\_\_\_\_\_ Third party indemnification  
\_\_\_\_\_ Construction defect  
\_\_\_\_\_ Mass tort  
\_\_\_\_\_ Negligent security  
\_\_\_\_\_ Nursing home negligence  
\_\_\_\_\_ Premises liability—commercial  
\_\_\_\_\_ Premises liability—residential  
\_\_\_\_\_ Products liability  
\_\_\_\_\_ Real property/Mortgage foreclosure

- ☐ Commercial foreclosure
- ☐ Homestead residential foreclosure
- ☐ Non-homestead residential foreclosure
- ☐ Other real property actions
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☐ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance
  - ☐ Constitutional challenge—proposed amendment
  - ☐ Corporate trusts
  - ☐ Discrimination—employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

## COUNTY CIVIL

- ☐ Civil
- ☐ Replevins
- ☐ Evictions
- ☐ Other civil (non-monetary)

### IV. REMEDIES SOUGHT (check all that apply):

- ☐ Monetary;
- ☐ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

### V. NUMBER OF CAUSES OF ACTION: [    ]

(Specify) \_\_\_\_\_

\_\_\_\_\_

### VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
- ☐ no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

\_\_\_\_\_ no

\_\_\_ yes If "yes," list all related cases by name, case number, and court. \_\_\_\_\_

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**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

\_\_\_\_\_ yes

\_\_\_\_\_ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature \_\_\_\_\_ Fla. Bar # \_\_\_\_\_  
Attorney or party (Bar # if attorney)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
Date

**FORM 1.997. INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET**

Plaintiff must file this cover sheet with the first document filed in the action or proceeding (except small claims cases, probate, or family cases). Domestic and juvenile cases should be accompanied by a completed Florida Family Law Rules of Procedure Form 12.928, Cover Sheet for Family Court Cases. Failure to file a civil cover sheet in any civil case other than those excepted above may result in sanctions.

**I. Case Style.** Enter the name of the court, the appropriate case number assigned at the time of filing of the original complaint or petition, the name of the judge assigned (if applicable), and the name (last, first, middle initial) of plaintiff(s) and defendant(s).

**II. Amount of Claim.** Enter the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes and is not considered dispositive of the claim.

**III. Type of Case.** Place an "X" on the appropriate line. If the cause fits more than one type of case, select the most definitive. If the most definitive label is a subcategory (indented under a broader category label), place an "X" on the category and subcategory lines. Definitions of the cases are provided below in the order they appear on the form.

**Circuit Civil**

(A) Condominium—all civil lawsuits pursuant to Chapter 718, Florida Statutes, in which a condominium association is a party.

(B) Contracts and indebtedness—all contract actions relating to promissory notes and other debts, including those arising from the sale of goods, but excluding contract disputes involving condominium associations.

(C) Eminent domain—all matters relating to the taking of private property for public use, including inverse condemnation by state agencies, political subdivisions, or public service corporations.

(D) Auto negligence—all matters arising out of a party's allegedly negligent operation of a motor vehicle.

(E) Negligence—other—all actions sounding in negligence, including statutory claims for relief on account of death or injury, that are not included in other main categories.

(F) Business governance—all matters relating to the management, administration, or control of a company.

(G) Business torts—all matters relating to liability for economic loss allegedly caused by interference with economic or business relationships.

(H) Environmental/Toxic tort—all matters relating to claims that violations of environmental regulatory provisions or exposure to a chemical caused injury or disease.

(I) Third party indemnification—all matters relating to liability transferred to a third party in a financial relationship.

(J) Construction defect—all civil lawsuits in which damage or injury was allegedly caused by defects in the construction of a structure.

(K) Mass tort—all matters relating to a civil action involving numerous plaintiffs against one or more defendants.

(L) Negligent security—all matters involving injury to a person or property allegedly resulting from insufficient security.

(M) Nursing home negligence—all matters involving injury to a nursing home resident resulting from negligence of nursing home staff or facilities.

(N) Premises liability—commercial—all matters involving injury to a person or property allegedly resulting from a defect on the premises of a commercial property.

(O) Premises liability—residential—all matters involving injury to a person or property allegedly resulting from a defect on the premises of a residential property.

(P) Products liability—all matters involving injury to a person or property allegedly resulting from the manufacture or sale of a defective product or from a failure to warn.

(Q) Real property/Mortgage foreclosure—all matters relating to the possession, title, or boundaries of real property. All matters involving foreclosures or sales of real property, including foreclosures associated with condominium associations or condominium units. (The amount of claim specified in Section II. of the form determines the filing fee pursuant to section 28.241, Florida Statutes.)

(R) Commercial foreclosure—all matters relating to the termination of a business owner's interest in commercial property by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property.

(S) Homestead residential foreclosure—all matters relating to the termination of a residential property owner's interest by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property where the property has been granted a homestead exemption.

(T) Nonhomestead residential foreclosure—all matters relating to the termination of a residential property owner's interest by a lender to gain title or force a sale to satisfy the unpaid debt secured by the property where the property has not been granted a homestead exemption.

(U) Other real property actions—all matters relating to land, land improvements, or property rights not involving commercial or residential foreclosure.

(V) Professional malpractice—all professional malpractice lawsuits.

(W) Malpractice—business—all matters relating to a business's or business person's failure to exercise the degree of care and skill that someone in the same line of work would use under similar circumstances.

(X) Malpractice—medical—all matters relating to a doctor's failure to exercise the degree of care and skill that a physician or surgeon of the same medical specialty would use under similar circumstances.

(Y) Malpractice—other professional—all matters relating to negligence of those other than medical or business professionals.

(Z) Other—all civil matters not included in other categories.

(AA) Antitrust/Trade regulation—all matters relating to unfair methods of competition or unfair or deceptive business acts or practices.

(AB) Business transactions—all matters relating to actions that affect financial or economic interests.

(AC) Constitutional challenge—statute or ordinance—a challenge to a statute or ordinance, citing a violation of the Florida Constitution.

(AD) Constitutional challenge—proposed amendment—a challenge to a legislatively initiated proposed constitutional amendment, but excluding challenges to a citizen-initiated proposed constitutional amendment because the Florida Supreme Court has direct jurisdiction of such challenges.

(AE) Corporate trusts—all matters relating to the business activities of financial services companies or banks acting in a fiduciary capacity for investors.

(AF) Discrimination—employment or other—all matters relating to discrimination, including employment, sex, race, age, handicap, harassment, retaliation, or wages.

(AG) Insurance claims—all matters relating to claims filed with an insurance company.

(AH) Intellectual property—all matters relating to intangible rights protecting commercially valuable products of the human intellect.

(AI) Libel/Slander—all matters relating to written, visual, oral, or aural defamation of character.

(AJ) Shareholder derivative action—all matters relating to actions by a corporation's shareholders to protect and benefit all shareholders against corporate management for improper management.

(AK) Securities litigation—all matters relating to the financial interest or instruments of a company or corporation.

(AL) Trade secrets—all matters relating to a formula, process, device, or other business information that is kept confidential to maintain an advantage over competitors.

(AM) Trust litigation—all civil matters involving guardianships, estates, or trusts and not appropriately filed in probate proceedings.

## **County Civil**

(AN) Civil – all matters involving claims ranging from \$8,001 through \$30,000 in damages, exclusive of interest, costs, and attorney fees.

(AO) Replevins—all lawsuits pursuant to Chapter 78, Florida Statutes, involving claims up to \$30,000.

(AP) Evictions—all matters involving the recovery of possession of leased land or rental property by process of law.

(AQ) Other civil (non-monetary)—includes all other non-monetary county civil matters that were not described in other county civil categories.

**IV. Remedies Sought.** Place an “X” on the appropriate line. If more than one remedy is sought in the complaint or petition, check all that apply.

**V. Number of Causes of Action.** If the complaint or petition alleges more than one cause of action, note the number and the name of the cause of action.

**VI. Class Action.** Place an “X” on the appropriate line.

**VII. Related Cases.** Place an “X” on the appropriate line.

**VIII. Is Jury Trial Demanded In Complaint?** Check the appropriate line to indicate whether a jury trial is being demanded in the complaint.

**ATTORNEY OR PARTY SIGNATURE.** Sign the civil cover sheet. Print legibly the name of the person signing the civil cover sheet. Attorneys must include a Florida Bar number. Insert the date the civil cover sheet is signed. Signature is a certification that the filer has provided accurate information on the civil cover sheet, **and has read and complied with the requirements of Florida Rule of Judicial Administration 2.425.**



## **FORMS IN THIS PACKET**

### **FORM 1**

#### **NOTICE FROM LANDLORD TO TENANT--TERMINATION FOR FAILURE TO PAY RENT**

This notice may be delivered by mail or by delivering a copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy thereof at the dwelling unit.

If the Tenant fails to pay rent when due and the default continues for three (3) days (excluding Saturday, Sunday, and legal holidays) after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. This written demand is a prerequisite to an action to evict the Tenant or recover past due rent. Your written rental agreement may have allowed for a longer period than three days and should be reviewed.

SOURCE: Section 83.56(3) and (4), Florida Statutes (2007).

### **FORM 2**

#### **NOTICE FROM LANDLORD TO TENANT NOTICE OF NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT**

Violations of a rental agreement which may entitle the Landlord to send this Notice include, the material failure of Tenant to comply with its statutory obligations to maintain the dwelling unit under Florida Statute 83.52 or material provisions of the rental agreement (other than the failure to pay rent), or reasonable rules and regulations. For the notice necessary to terminate the rental agreement under circumstances where the Tenant must be given the opportunity to remedy the violation, see Florida Statutes 83.56(2)(b).

Under some situations, such as the Tenant's intentional destruction of property of the Landlord or other Tenants, the Landlord may be able to terminate the rental agreement without giving the Tenant an opportunity to remedy the violation. For the notice necessary to terminate the rental agreement under these circumstances, see Florida Statute 83.56(2)(a).

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

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

SOURCE: Sections 83.52 and 83.56 Florida Statutes (2007).

### **FORM 3**

#### **NOTICE FROM TENANT TO LANDLORD--TERMINATION FOR FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT**

Tenant should carefully review Sections 83.51(1) and 83.51(2) Florida Statutes and the rental agreement and should ensure that the violations by the Landlord alleged by the Tenant in the notice do, in fact, exist. The Tenant's right to terminate the rental agreement exists only after giving the notice and if the

Landlord materially fails to maintain the premises as required by section 83.51 or material provision of the rental agreement. Section 83.51(1) provides as follows:

83.51 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 modified by the lease in the case of a single-family home or duplex.

(2) (a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by

Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

SOURCE: Section 83.56, Florida Statutes (2007)

#### **FORM 4**

##### **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 cure the non-compliance, violation, or default of its obligations. Failure to send the required notice to the Landlord has significant impact on a Tenant's rights under the rental agreement and Florida Statutes. If the non-compliance is not remedied within the time period specified by statute (or such longer time as may be granted in your written rental agreement) and the Landlord's failure to comply renders the dwelling unit untenable and the Tenant vacates, the Tenant may vacate and withhold all rent, or, if the failure to comply does not render the dwelling unit untenable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligations is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenable, the Tenant may remain in the dwelling unit and the rent shall be reduced, until the violation is cured, by an amount in proportion to the loss of rental value caused by the failure to cure the violation. 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 resolved. For the text of Florida Statute 83.51(1), and the grounds for withholding rent, see the note to Form 3.

SOURCE: Sections 83.56 and 83.60, Florida Statutes (2007).

#### **FORM 5**

##### **COMPLAINT FOR LANDLORD TO EVICT TENANTS**

Form 5 should be used if only eviction of the Tenant is sought. Form 5A should be used to evict the Tenant and recover damages (past due rent).

#### **FORM 5A**

##### **COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO PAY RENT AND TO RECOVER PAST DUE RENT**

Form 5 should be used if only eviction of the Tenant is sought. Form 5A should be used to evict the Tenant and recover damages (past due rent).

## **FORM 6**

### **COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT)**

Form 6 should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent. If damages are sought a separate count, as set forth in the form 5A is necessary.

See Instructions to Form 5 and 5A.

## **FORM 7**

### **SUMMONS - EVICTION CLAIM**

If your Complaint is only for eviction of the Tenant, you need to fill out and deliver this form to the Clerk with the Complaint. If your Complaint is also for damages, you will need to attach Form 8.

SOURCE: Fla. R. Civ. P. 1.070(2007); Fla. R. Civ. P. Form 1.923 (2007)

## **FORM 8**

### **SUMMONS--DAMAGES CLAIM**

If a lawsuit is filed to evict the Tenant and recover back rent, both summonses, Forms 7 and 8, 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, only Form 7 need be prepared and delivered to the Clerk with the Complaint. The summons or summonses 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 (2007)

## **FORM 9**

### **FINAL JUDGMENT - DAMAGES**

After the Court enters this judgment you should obtain a certified copy of the judgment from the Clerk of the Court and record the certified copy in the public records in any county in which the Tenant owns real property. The Clerk of the Small Claims Court can probably provide you with information concerning the collection of the amounts owed you.

A judgment for money (if properly recorded) is a lien upon the real or personal property of the person against whom the judgment is entered for a period of ten years. The lien may then be extended for an additional period of ten years by re-recording a certified copy of the judgment prior to the expiration of the lien, and by simultaneously recording an affidavit with the current address who has a lien as a result of the judgment. The lien may not be extended beyond twenty years from the date of entry of the judgment, or beyond the point the lien is satisfied, whichever occurs first.

SOURCE: Sections 55.081 and 55.10, Florida Statutes (2007)

**FORM 11****WRIT OF POSSESSION**

This document should be delivered to the Clerk of the Court after the Court enters the final judgment evicting the Tenant. The Clerk will sign this Writ. After the Clerk signs this Writ, it must be delivered to the Sheriff to be served upon the Tenant and who, if necessary, will forcibly evict the Tenant after 24 hours from the time of service.

If requested by the Landlord to do so, the Sheriff shall stand by to keep the peace while the Landlord changes the locks and removes personal property from the premises. When such a request is made; the Sheriff may charge a reasonable hourly rate, and the person requesting the Sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the Sheriff.

SOURCE: Section 83.62, Florida Statutes (2007)

**FORM 12****NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT**

A Landlord must return a Tenant's security deposit, together with interest if otherwise required, to the Tenant no more than 15 days after the Tenant leaves the leased property. The Landlord may claim all or a portion of the security deposit only after giving the Tenant written notice, by certified mail to the Tenant's last known mailing address, of the Landlord's intention to keep the deposit and the reason for keeping it. The Landlord's notice must be sent within 30 days of the date Tenant vacates the leased property. If the Landlord does not send the notice within the 30-day period the Landlord cannot keep the security deposit. If the Tenant does not object to the notice within 15 days after receipt of the Landlord's notice of intention to impose a claim on the deposit, the Landlord may then keep the amount stated in the notice and must send the rest of the deposit to the Tenant within 30 days after the date of the notice.

SOURCE: Section 83.49(3) Florida Statutes (2007)

**FORM 13****SATISFACTION OF JUDGMENT - COUNTY COURT**

Whenever the entire amount due on a judgment, including interest, is paid in full, the holder of a judgment must execute a satisfaction of judgment and record the satisfaction in those counties where a certified copy of the judgment was previously recorded. Failure to do so may lead to a civil action wherein the prevailing party is entitled to recover attorneys' fees and costs.

SOURCE: Section 55.141 and 701.04 Florida Statutes (2007)

**FORM 66****FINAL JUDGMENT - EVICTION**

No instructions.

## **FORM 76**

### **MOTION FOR CLERK'S DEFAULT - RESIDENTIAL EVICTION**

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

## **FORM 77**

### **MOTION FOR CLERK'S DEFAULT - DAMAGES (RESIDENTIAL EVICTION)**

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

## **FORM 78**

### **MOTION FOR DEFAULT FINAL JUDGMENT (RESIDENTIAL EVICTION)**

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

#### **FORM 79**

##### **MOTION FOR DEFAULT FINAL JUDGMENT – DAMAGES (RESIDENTIAL EVICTION)**

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

#### **FORM 80**

##### **AFFIDAVIT OF DAMAGES**

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

### **FORM 81**

#### **NONMILITARY AFFIDAVIT**

The Tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the Tenant fails to file a written response in that time the Landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a Clerk's default should be obtained by delivering to the Clerk of the Court an executed Motion-for Clerk's Default. Form 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a Clerk's default when the Tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the Clerk.

Second, based on the Clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the Court a Motion for Default Final judgment-Residential Eviction (Form 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If the Landlord is seeking a Default Final judgment - Damages (Residential Eviction), a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.



**NOTICE FROM LANDLORD TO TENANT--TERMINATION  
FOR FAILURE TO PAY RENT**

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 \_\_\_\_\_  
\_\_\_\_\_, Florida [insert address of premises, including  
county], now occupied by you and that I demand payment of the rent or possession of the premises  
within three days (excluding Saturday, Sunday and legal holidays) from the date of delivery of this notice  
to-wit: on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [insert the date which is three 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 [street address where Tenant can deliver rent]

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_ Hand Delivered On

\_\_\_\_\_ Posted On

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**NOTICE FROM LANDLORD TO TENANT**  
**NOTICE OF NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT**

To: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

From: \_\_\_\_\_

Date: \_\_\_\_\_

You are hereby notified that you are not complying with your rental agreement in that

\_\_\_\_\_  
\_\_\_\_\_  
[insert noncompliance, default or violation]. Demand is hereby made that you remedy the noncompliance, default or violation within seven days of receipt of this notice or your rental agreement shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance, default or violation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Address [street address where Tenant can deliver rent]

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**NOTICE FROM TENANT TO LANDLORD--TERMINATION FOR  
FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA STATUTE 83.51(1) OR  
MATERIAL PROVISIONS OF THE RENTAL AGREEMENT**

To: \_\_\_\_\_  
Landlord's name (or Landlord's authorized representative, resident manager, or the person who collects the rent from the Landlord)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

From: \_\_\_\_\_

Date: \_\_\_\_\_

Re: Seven Day Notice of Noncompliance to Landlord

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) and our rental agreement. If you do not complete the following repairs, non-compliance, violations, or default in the next seven days, I intend to terminate the rental agreement, move out, and hold you responsible for any damages resulting from the termination:

[list Landlord's violations, non-compliance, or default]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Address, Unit Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**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**

To: \_\_\_\_\_

Landlord's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

From: \_\_\_\_\_

Tenant

Date: \_\_\_\_\_

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) or material provisions of our rental agreement. If you do not complete the following repairs, noncompliance, violation or default, within seven days I intend to withhold all future rental payment and/or terminate the rental agreement:

[list non-compliance violations or default]

This letter is sent to you pursuant to Florida Statute 83.56.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Address, Unit Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

**COMPLAINT FOR EVICTION**

Plaintiff, \_\_\_\_\_ [insert name of Landlord], sues Defendant,  
\_\_\_\_\_ [insert name of Tenant] and alleges:

1. This is an action to evict a Tenant from real property in \_\_\_\_\_ [insert county in which the property is located] County, Florida.

2. Plaintiff owns the following described real property in the County: \_\_\_\_\_  
\_\_\_\_\_ [insert legal or street description of the property including, if applicable, unit number].

3. Defendant has possession of the property under a (oral/written) agreement to pay rent of \$ \_\_\_\_\_ [insert rental amount] payable \_\_\_\_\_ [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 \_\_\_\_\_, 20\_\_\_\_ [insert date of payment Tenant has failed to make].

5. Plaintiff served Defendant with a notice on \_\_\_\_\_, 20\_\_\_\_ [insert date of notice], 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Landlord/Property Manager (circle one)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

**COMPLAINT FOR EVICTION AND DAMAGES**

Plaintiff, \_\_\_\_\_ [insert name of Landlord], sues Defendant,  
\_\_\_\_\_ [insert name of Tenant] and alleges:

**COUNT 1**

**Tenant Eviction**

1. This is an action to evict a Tenant from real property in \_\_\_\_\_ [insert county in which the property is located] County, Florida.

2. Plaintiff owns the following described real property in the County: \_\_\_\_\_  
\_\_\_\_\_ [insert legal or street description of the property including, if applicable, unit number].

3. Defendant has possession of the real property under a (oral/written) agreement to pay rent of \$ \_\_\_\_\_ [insert rental amount] payable \_\_\_\_\_ [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 \_\_\_\_\_, 20\_\_\_\_ [insert date of payment Tenant has failed to make].

5. Plaintiff served Defendant with a notice on \_\_\_\_\_, 20\_\_\_\_ [insert date of notice], 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 [insert past due rent amount] since \_\_\_\_\_, 20 \_\_\_\_\_ (insert date of last rental payment Tenant failed to make.)

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Address, Unit Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number



IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant.

**COMPLAINT FOR EVICTION**

Plaintiff, \_\_\_\_\_ [insert name of Landlord], sues Defendant, \_\_\_\_\_  
\_\_\_\_\_ [insert name of Tenant] and alleges:

1. This is an action to evict a Tenant from real property in \_\_\_\_\_ [insert county in which the property is located] County, Florida.

2. Plaintiff owns the following described real property in the County: \_\_\_\_\_  
\_\_\_\_\_ [insert legal or street description of the property including, if applicable, unit number].

3. Defendant has possession of the property under a (oral/written) agreement. A copy of the written agreement, if any, is attached as Exhibit "A."

4. Plaintiff served Defendant with a notice on \_\_\_\_\_, 20\_\_ [insert date of notice], giving written notice to the Defendant that the Defendant was in violation of its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached 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

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant

**EVICTIION SUMMONS - RESIDENTIAL**

TO:

\_\_\_\_\_  
[insert name, address, and phone  
number of Tenant].

**PLEASE READ CAREFULLY**

You are being sued by \_\_\_\_\_ [insert Landlord's name]  
to require you to move out of the property located at \_\_\_\_\_  
\_\_\_\_\_ 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 5 days (not including Saturday, Sunday or legal holidays) after the date these papers were given to you or to a person who lives with you or were posted at your home.

**THE THINGS YOU MUST DO TO CHALLENGE THE EVICTION 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 \_\_\_\_\_  
[insert address of courthouse].

2. Mail or take a copy of your written reason(s) to: \_\_\_\_\_  
[insert Landlord's name and address].

3. Give the Court Clerk the rent that is due. You MUST 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. [By statute, public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the full rent for which the tenant is responsible pursuant to federal, state, or local program in which they are participating.]

4. If you and the Landlord do not agree on the amount of rent owed, you must file a written request (motion) which asks the Judge to decide how much money you must give to the Court Clerk. The written request must be filed with your answer to the Eviction Complaint. A copy of your motion must also be mailed or hand delivered to the plaintiff(s) attorney, or if the Plaintiff(s) has no attorney, to the Plaintiff.

---

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN 5 DAYS (NOT INCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS FOR YOUR COURTHOUSE) 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.

DATED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

DANIEL R. STANLEY  
Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk

Clerk's Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR LIBERTY COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant

CASE NO. \_\_\_\_\_

[insert case number assigned by Clerk]

**SUMMONS – ACTION FOR BACK RENT AND DAMAGES**

Each Defendant is further required to serve written defenses to the demand for back rent and all other damages to the premises contained in the Complaint upon the above-named \_\_\_\_\_ [insert Landlord's name] at the above-named address within 20 days after service of this Summons upon the Defendant, exclusive of the day of Service, and to file the original of the written defenses with the Clerk of the Court either before service on \_\_\_\_\_ [insert Landlord's name] 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 the Court this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(COURT SEAL)

DANIEL R. STANLEY  
Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

**FINAL JUDGMENT – DAMAGES**

THIS ACTION came before the Court upon Plaintiff's Complaint for unpaid rent. On the evidence presented, it is ADJUDGED that Plaintiff, \_\_\_\_\_ [insert Landlord's name], whose principal address is \_\_\_\_\_ [insert Landlord's address], recover from Defendant, \_\_\_\_\_ [insert Tenant's name], whose principal address is \_\_\_\_\_ [insert Tenant's address], the sum of \$ \_\_\_\_\_ with costs in the sum of \$ \_\_\_\_\_, making a total of \$ \_\_\_\_\_, that shall bear interest at the legal rate established pursuant to section 55.03, Florida Statutes, FOR WHICH LET EXECUTION NOW ISSUE.

ORDERED in \_\_\_\_\_ [insert city in which the Court is located] \_\_\_\_\_  
[insert county in which the Court is located]] COUNTY, FLORIDA on \_\_\_\_\_, \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
County Judge

cc: \_\_\_\_\_ [insert name of Landlord]  
\_\_\_\_\_ [insert name of Tenant]

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR LIBERTY COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant

**WRIT OF POSSESSION**

STATE OF FLORIDA  
TO THE SHERIFF OF \_\_\_\_\_ [insert county in which rental property is located]  
COUNTY, FLORIDA:

YOU ARE COMMANDED to remove all persons from the following described property in  
\_\_\_\_\_ [insert county in which rental property is located] County, Florida:

\_\_\_\_\_  
[insert legal or street description of rental premises including, if applicable, unit number] and to put  
\_\_\_\_\_ [insert Landlord's name] in possession of it.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(COURT SEAL)

DANIEL R. STANLEY  
Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

FORM 11

**NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT**

To: \_\_\_\_\_

Tenant's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Date: \_\_\_\_\_

This is a notice of my intention to impose a claim for damage in the amount of \$ \_\_\_\_\_  
[insert amount of damages] upon your security deposit due to \_\_\_\_\_

\_\_\_\_\_  
[insert damage done to premises or other reason for claiming security deposit].

This notice is sent to you as required by §83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to \_\_\_\_\_  
[insert Landlord's address].

\_\_\_\_\_  
Landlord's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant

### SATISFACTION OF JUDGMENT

This document is signed by \_\_\_\_\_, [insert:  
"individually" or "as agent of Plaintiff "] \_\_\_\_\_ on  
\_\_\_\_\_, 20\_\_.

Plaintiff, \_\_\_\_\_ [insert: "individually" or "as agent of Plaintiff "], to  
acknowledge full payment of the judgment signed by the Judge on \_\_\_\_\_, 20\_\_.  
Plaintiff agrees that Defendant(s) do(es) not owe the Plaintiff any more monies for the judgment.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Plaintiff)

\_\_\_\_\_  
(Witness)

Acknowledged before me on \_\_\_\_\_ [date], by \_\_\_\_\_  
\_\_\_\_\_ [name], who \_\_\_\_\_ is personally known to me \_\_\_\_\_ produced  
\_\_\_\_\_ [document] as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

cc: \_\_\_\_\_  
[insert name of Landlord]

\_\_\_\_\_  
[insert name of Tenant]  
Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_



IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

**FINAL JUDGMENT – EVICTION**

THIS ACTION came before the Court upon Plaintiff's Complaint for Eviction. On the evidence presented, it is

ADJUDGED that Plaintiff, \_\_\_\_\_ [insert Landlord's name], recover from Defendant, \_\_\_\_\_ [insert Tenant's name], possession of the real property described as follows:

\_\_\_\_\_  
[insert legal or street description of rental premises including, if applicable, unit number]

and \$ \_\_\_\_\_ as court costs, FOR WHICH LET WRITS OF POSSESSION AND EXECUTION NOW ISSUE.

ORDERED in \_\_\_\_\_ [insert city in which the Court is located] \_\_\_\_\_  
[insert county in which the Court is located] COUNTY, FLORIDA on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Judge

cc: \_\_\_\_\_

[insert name of Landlord]

\_\_\_\_\_  
[insert name of Tenant]

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR LIBERTY COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant.

**MOTION FOR CLERK'S DEFAULT – RESIDENTIAL EVICTION**

Plaintiff asks the Clerk to enter a default against \_\_\_\_\_ [name],  
Defendant, for failing to respond as required by law to Plaintiff's Complaint for residential eviction.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

**DEFAULT – RESIDENTIAL EVICTION**

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

DATE: \_\_\_\_\_

DANIEL R. STANLEY  
CLERK OF THE COURT

By: \_\_\_\_\_  
Deputy Clerk

cc: \_\_\_\_\_  
[insert name of Landlord]  
\_\_\_\_\_  
[insert name and address of Tenant]

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

FORM 76

IN THE COUNTY COURT, IN AND FOR LIBERTY COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant.

**MOTION FOR CLERK'S DEFAULT – DAMAGES (RESIDENTIAL EVICTION)**

Plaintiff asks the Clerk to enter a default against \_\_\_\_\_ [name],  
Defendant, for failing to respond as required by law to Plaintiff's Complaint for damages.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

**DEFAULT - DAMAGES**

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

DATE: \_\_\_\_\_

DANIEL R. STANLEY  
CLERK OF THE COURT

By: \_\_\_\_\_  
Deputy Clerk

cc: \_\_\_\_\_  
[insert name of Landlord]  
\_\_\_\_\_  
[insert name and address of Tenant]

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

FORM 77

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant.

**MOTION FOR DEFAULT FINAL JUDGMENT - RESIDENTIAL EVICTION**

Plaintiff asks the Clerk to enter a default against \_\_\_\_\_ [name],  
Defendant, for failing to respond as required by law to Plaintiff's Complaint for damages.

1. Plaintiff filed a Complaint alleging grounds for residential eviction of Defendant.
2. A Default was entered by the Clerk of this Court on \_\_\_\_\_ [date].

WHEREFORE, Plaintiff asks this Court to enter a Final Judgment for Residential Eviction against  
Defendant.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

cc: \_\_\_\_\_  
insert name and address of Tenant]

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

**MOTION FOR DEFAULT FINAL JUDGMENT – DAMAGES (RESIDENTIAL EVICTION)**

Plaintiff asks the Clerk to enter a default against \_\_\_\_\_ [name],  
Defendant, for failing to respond as required by law to Plaintiff's Complaint for damages.

1. Plaintiff filed a Complaint for damages against the Defendant.
2. Defendant has failed to timely file an answer and a Default has been entered by the Clerk of this Court on \_\_\_\_\_ [date].
3. In support of this Motion, Plaintiff submits the attached Affidavit of Damages.

WHEREFORE, Plaintiff asks this Court to enter a Final Judgment against Defendant.

I CERTIFY that I \_\_\_ mailed, \_\_\_ faxed and mailed, or \_\_\_ hand delivered a copy of this motion  
and attached affidavit to the Defendant at \_\_\_\_\_  
[insert address at which Tenant was served and fax number if sent by fax].

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]  
Plaintiff,

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

vs.

\_\_\_\_\_  
[insert name of Tenant]  
Defendant

**AFFIDAVIT OF DAMAGES**

STATE OF FLORIDA                    )  
COUNTY OF                         )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
[name] who being first duly sworn, states as follows:

1. I am \_\_\_\_ the Plaintiff or \_\_\_\_ the Plaintiff's agent (check appropriate response) in this case and am authorized to make this affidavit.
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 \$ \_\_\_\_\_ [rental amount] per \_\_\_\_\_ [week, month, or other payment period].
4. Defendant has not paid the rent due since \_\_\_\_\_ [date of payment Tenant has failed to make].
5. Defendant owes Plaintiff \$ \_\_\_\_\_ [past due rent amount] as alleged in the Complaint plus interest.
6. Defendant owes Plaintiff \$ \_\_\_\_\_ [amount of other damages] as alleged in the Complaint plus interest.

Name: \_\_\_\_\_

Sworn and subscribed before me on \_\_\_\_\_ [date], by  
\_\_\_\_\_ (name), who \_\_\_\_\_ is personally known to me/ \_\_\_\_\_ produced  
\_\_\_\_\_ [document] as identification and who took an oath.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

I CERTIFY that I \_\_\_\_\_ mailed, \_\_\_\_\_ faxed and mailed, or \_\_\_\_\_ hand delivered a copy of this  
motion and attached affidavit to the Defendant at \_\_\_\_\_  
\_\_\_\_\_ [insert address at which Tenant was served  
and fax number if sent by fax].

IN THE COUNTY COURT, IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA  
[insert county in which rental property is located]

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant

CASE NO. \_\_\_\_\_  
[insert case number assigned by Clerk]

**NONMILITARY AFFIDAVIT**

On this day personally appeared before me, the undersigned authority, \_\_\_\_\_  
\_\_\_\_\_, who, after being first duly sworn, says:

Defendant, \_\_\_\_\_, is known by Affiant not to be in the military  
service or any governmental agency or branch subject to the provisions of the Soldiers' and Sailors' Civil  
Relief Act.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

Sworn and subscribed before me on \_\_\_\_\_ [date], by  
\_\_\_\_\_, [name], who \_\_\_\_\_ is personally known to me \_\_\_\_\_ produced  
\_\_\_\_\_ [document] as identification and who took an oath.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

I CERTIFY that I \_\_\_\_\_ mailed, \_\_\_\_\_ faxed and mailed, or \_\_\_\_\_ hand delivered a copy of this motion and  
attached affidavit to the Defendant at

\_\_\_\_\_ [insert address at which  
Tenant was served and fax number if sent by fax].



Name \_\_\_\_\_

Address \_\_\_\_\_

Fax No \_\_\_\_\_

Approved for use under rule 10-2.1(a) of  
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_