

Lora C. Bell
Clerk of Court, Washington County
Post Office Box 647
Chipley, FL 32428
(850) 638-6285

LANDLORD/TENANT PACKET
The cost is \$6.15 per packet

\$185.00 Filing Fee

\$10.00 Summons (Each Summons & Tenant)

\$40.00 Sheriff Fee (Must be separate check)

\$6.00 For copies (Count I One Tenant)

\$12.00 For copies (Count II One Tenant)

Copy Fee: \$1.00 per copy

24 Hour Writ of Possession

\$90.00 Sheriff Fee (Must be separate check)

\$ 8.00 For copies (One Tenant)

\$0.69 For each stamped envelope

Notarization Fee: \$10.00

If a landlord causes or anticipates causing a defendant to be served with a summons and complaint solely by attaching them to some conspicuous place on the property described in the complaint or summons, the landlord shall provide the clerk of the court with an additional copy of the complaint and a prestamped envelope addressed to the defendant at the premises involved in the proceeding. The clerk of the court shall immediately mail the copy of the summons and complaint by first-class mail. Service shall be effective on the date of posting or mailing, whichever occurs later, and at least 5 days must elapse from the date of service before a judgment for final removal of the defendant may be entered.

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 a brief statement and does not explain all of 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 an Attorney.

All landlords and tenants should read and become familiar with Chapter 83, Florida Statutes.
Please visit www.flsenate.gov/laws/statutes

You can also refer to:

<https://www.floridabar.org/tfb/TFBConsum.nsf/0a92a6dc28e76ae58525700a005d0d53/a2490d4fa31363a88525771200482bdd!OpenDocument>

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 lease you should consult with an attorney.

PLEASE UNDERSTAND DEPUTY CLERK'S CANNOT GIVE LEGAL ADVICE

FORM 1

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

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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:

FORM 2

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

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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.

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:

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

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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]

Tenant's Name _____
Address, Unit Number _____
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: _____

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

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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, non-compliance, violation or default, within seven days I intend to withhold 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.

Tenant's Name _____
Address, Unit Number _____
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:

FORM 5

COMPLAINT FOR LANDLORD TO EVICT TENANTS

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

vs.

[insert name of Tenant]

Defendant.

COMPLAINT FOR EVICTION

Plaintiff,

[insert name of Tenant] and alleges:

[insert name of Landlord],

sues

Defendant,

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:

FORM 5A

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

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

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 I
Tenant Eviction

1. This is an action to evict the 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
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

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:

FORM 6

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

INSTRUCTIONS

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

vs.

[insert name of Tenant]

COMPLAINT FOR EVICTION

Defendant.

/

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:

description of the property including, if applicable, unit number]. [insert legal or street]

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.

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:

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

Plaintiff,

vs.

EVICTIION SUMMONS - RESIDENTIAL

[insert name of Tenant]

Defendant.

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__

Clerk of the Court

By: _____
Deputy Clerk

Clerk's Address: _____

Telephone 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:

IN THE COUNTY COURT, IN AND FOR

COUNTY, FLORIDA
[insert county in which rental property is located]

[insert name of Landlord]

Plaintiff,

vs.

CASE NO. _____

[insert case number assigned by
Clerk of the Court]

EVICTIION SUMMONS - RESIDENTIAL

[insert name of Tenant]

Defendant.

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____

Clerk of the Court

By: _____
Deputy Clerk

Clerk's Address: _____

Telephone 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:

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

vs.

[insert name of Tenant]

SUMMONS --
ACTION FOR BACK RENT AND DAMAGES

Defendant.

/

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)

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 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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

vs.

[insert name of Tenant]

Defendant.

/

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 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/Circuit) 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:

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

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 _____, 1920__.

(SEAL)

Clerk, County 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 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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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

CASE NO. _____

Plaintiff(s),

SATISFACTION OF JUDGMENT

vs.

Defendant(s).

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: _____

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 14

SATISFACTION OF JUDGMENT - CIRCUIT 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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,

IN AND FOR _____ COUNTY, FLORIDA
[insert county in which rental property is located]

CASE NO. _____

SATISFACTION OF JUDGMENT

Plaintiff(s),

vs.

Defendant(s)

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: _____

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 66
FINAL JUDGMENT - EVICTION

No instructions.

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

[insert name of Landlord]

Plaintiff,

CASE NO. _____

vs.

[insert case number assigned
by Clerk of the Court]

[insert name of Tenant]

Defendant.

/

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, 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____.

cc:

County Judge

[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:

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

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 eviction for failure to respond as required by
law.

DATE: _____

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

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

Plaintiff,

vs.

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

[insert name of Tenant]

Defendant.

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: _____

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 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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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

CIVIL DIVISION

CASE NO. 67-

Plaintiff(s)/Landlord

VS

Defendant(s)/Tenant(s)

All Other Known Tenants And Any Others In Possession

MOTION FOR TENANT REMOVAL

The Plaintiff/Landlord moves for an entry for an Order for Tenant Removal, and would show as follows:

1. Service of process was affected on Tenant on _____, 20____, requiring Tenant to Answer the Complaint within five (5) days.
2. Service of process notwithstanding, the Tenant has failed to file or serve any paper in this action in response to the Complaint for possession of the premises and/or has failed to pay into the registry of the court the accrued rent as alleged in the Complaint and has not interposed a defense to the action that payment of rent has been made to the landlord.
3. The time allowed for the Tenant to respond to the Complaint and/or pay into the registry of the Court the accrued rent as alleged in the Complaint has expired, and the Landlord request that the Court enter an Order for Tenant Removal, reserving jurisdiction over this action to enter a subsequent money judgment in Count II for past due rent and court costs.

Dated this _____ day of _____, 20_____.

Landlord

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 of the Court]

Plaintiff,

vs.

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

[insert name of Tenant]

/

Defendant.

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]

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

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. _____

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 NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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 of the Court]

vs.

[insert name of Tenant]

AFFIDAVIT OF DAMAGES

Defendant.

/

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].

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.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

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

[insert name of Landlord]

CASE NO. _____

Plaintiff,

vs.

NONMILITARY AFFIDAVIT

[insert name of Tenant]

Defendant.

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: