

**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**

<b>\$185.00 Filing Fee</b>	<b>24 Hour Writ of Possession</b>
<b>\$10.00 Summons (Each Summons &amp; Tenant)</b>	<b>\$90.00 Sheriff Fee (Must be separate check)</b>
<b>\$40.00 Sheriff Fee (Must be separate check)</b>	<b>\$ 8.00 For copies (One Tenant)</b>
<b>\$6.00 For copies (Count I One Tenant)</b>	<b>\$0.69 For stamped enveloped</b>
<b>\$12.00 For copies (Count II One Tenant)</b>	

**Notarization Fee: \$10.00**  
**Copy Fee: \$1.00 per copy**  
**Certificate of Mailing: \$3 per defendant**

**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 pre-stamped 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](http://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 \_\_\_\_\_

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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).

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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 \_\_\_\_\_

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 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:	
Date:	Tenant

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 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.

Tenant's Name \_\_\_\_\_  
Address, Unit Number \_\_\_\_\_  
Phone Number \_\_\_\_\_

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This form was completed  
with the assistance of:

Name:  
Address:  
Telephone Number:

**FORM 1.997. CIVIL COVER SHEET**

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

**1. CASE STYLE**

In the Circuit Court of the Fifth Judicial Circuit for Citrus County, Florida

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

Case Number: \_\_\_\_\_

vs

Division: \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**2. AMOUNT OF CLAIM**

Please indicate 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 only. The amount of the claim shall not be used for any other purposes.

- \$8,000 or less \_\_\_\_\_
- \$8,001 - \$30,000 \_\_\_\_\_
- \$30,001 - \$50,000 \_\_\_\_\_
- \$50,001 - \$75,000 \_\_\_\_\_
- \$75,001 - \$100,000 \_\_\_\_\_
- over \$100,000.00 \_\_\_\_\_

**3. 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 in both the main category and subcategory boxes.

**CIRCUIT CIVIL**

- |  |   |
|--|---|
| <input type="checkbox"/> Condominium                 | <input type="checkbox"/> Homestead residential foreclosure \$50,001 - \$249,999   |
| <input type="checkbox"/> Contracts and indebtedness  | <input type="checkbox"/> Homestead residential foreclosure \$250,000 or more      |
| <input type="checkbox"/> Eminent domain              | <input type="checkbox"/> Non-homestead residential Foreclosure \$0 - \$50,000     |
| <input type="checkbox"/> Auto negligence             | <input type="checkbox"/> Non-homestead residential Foreclosure \$50,001-\$249,999 |
| <input type="checkbox"/> Negligence – other          | <input type="checkbox"/> Non-homestead residential Foreclosure \$250,000 or more  |
| <input type="checkbox"/> Business governance         | <input type="checkbox"/> Other  |
| <input type="checkbox"/> Business torts              | <input type="checkbox"/> Antitrust / trade regulation                             |
| <input type="checkbox"/> Environmental/Toxic tort    | <input type="checkbox"/> Business transactions                                    |
| <input type="checkbox"/> Third party indemnification | <input type="checkbox"/> Constitutional challenge – statute or ordinance          |
| <input type="checkbox"/> Construction defect         | <input type="checkbox"/> Constitutional challenge – proposed amendment            |

- |   |   |
|---|---|
| <input type="checkbox"/> Mass tort  | <input type="checkbox"/> Corporate trusts                     |
| <input type="checkbox"/> Negligent security                               | <input type="checkbox"/> Discrimination – employment or other |
| <input type="checkbox"/> Nursing home negligence                          | <input type="checkbox"/> Insurance claims                     |
| <input type="checkbox"/> Premises liability – commercial                  | <input type="checkbox"/> Intellectual property                |
| <input type="checkbox"/> Premises liability – residential                 | <input type="checkbox"/> Libel / Slander                      |
| <input type="checkbox"/> Products liability                               | <input type="checkbox"/> Shareholder derivative action        |
| <input type="checkbox"/> Real property / Mortgage foreclosure             | <input type="checkbox"/> Securities litigation                |
| <input type="checkbox"/> Commercial foreclosure \$0 - \$50,000            | <input type="checkbox"/> Trade secrets                        |
| <input type="checkbox"/> Commercial foreclosure \$50,001 - \$249,999      | <input type="checkbox"/> Trust litigation                     |
| <input type="checkbox"/> Commercial foreclosure \$250,000 or more         |   |
| <input type="checkbox"/> Homestead residential foreclosure \$0 - \$50,000 |   |

**COUNTY CIVIL**

- Small Claims
- Civil
- Real property/Mortgage foreclosure
- Replevins
- Evictions
  - Residential Evictions
  - Non-Residential Evictions
- Other civil (non-monetary)

**4. REMEDIES SOUGHT (Check all that apply):**

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

**5. NUMBER OF CAUSES OF ACTION: \_\_\_\_\_**

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

**6. IS THIS CASE A CLASS ACTION LAWSUIT?**

- Yes
- No

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

- No
- Yes. If “Yes”, list all related cases by name, case number and court. \_\_\_\_\_  
 \_\_\_\_\_

**8. 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 \_\_\_\_\_

Attorney or Party

FL Bar Number \_\_\_\_\_

(Bar Number if attorney)

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

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.

**COMPLAINT FOR EVICTION**

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

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:  
\_\_\_\_\_ [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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (PRINT)**

\_\_\_\_\_  
**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 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:  
\_\_\_\_\_ [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**

\_\_\_\_\_  
Name (**PRINT**)

\_\_\_\_\_  
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 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.

**EVICTION 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 \$\_\_\_\_\_, 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:

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

CIVIL DIVISION  
CASE NO. 67-

\_\_\_\_\_  
Plaintiff(s)/Landlord

VS.

\_\_\_\_\_  
Defendant(s)/Tenant(s)

MOTION FOR TENANT REMOVAL

The Plaintiff/Landlord moves for entry for 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 processing notwithstanding, the Tenant has failed to file or serve any papers 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 requests 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

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  
\_\_\_\_\_ [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:

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. \_\_\_\_\_

[insert case number assigned  
by Clerk of the Court]

vs.

\_\_\_\_\_  
[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, 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:

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]

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

Plaintiff,

vs.

**MOTION FOR CLERK'S DEFAULT –  
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 residential eviction.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Name (**PRINT**)

\_\_\_\_\_  
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  
\_\_\_\_\_ 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]

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 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,

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

[insert case number assigned  
by Clerk of the Court]

vs.

**MOTION FOR DEFAULT FINAL  
JUDGMENT - - 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.

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. \_\_\_\_\_

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 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]

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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Name (*print*)

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].

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the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed  
with the assistance of:

Name:

Address:

Telephone Number:

## 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. \_\_\_\_\_

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This form was completed  
with the assistance of:

Name:

Address:

Telephone Number: