

**LANDLORD  
TENANT**

**FORMS  
INSTRUCTIONS**

**\$8.00**

## TABLE OF CONTENTS

Notice of Additional Requirement-- Service of Process in Action for Possession of Premises .....	
Landlord Tenant Copies and Mailing .....	
Landlord Tenant Forms—Instructions .....	
Form 1 – Notice from Landlord to Tenant– Termination for Failure to Pay Rent .....	
Form 2 – Notice from Landlord to Tenant– Notice of Noncompliance for Matters Other than Failure to Pay Rent.....	
Form A -- Notice from Landlord to Tenant --Termination of Tenancy 7 or 15 Day Notice	
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.....	
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.....	
Form 5 – Complaint for Landlord to Evict Tenants .....	
Form 5a – Complaint for Landlord to Evict Tenants for Failure to Pay Rent and to Recover Past Due Rent.....	
Form 6 – Complaint for Landlord to Evict Tenants for Failure to Comply with Rental Agreement (Other than Failure to Pay Rent) .....	
Form B -- Complaint for Eviction on Notice of Termination of Tenancy.....	
Form 7 – Summons – Eviction Claim.....	
Form 12 – Notice of Intention to Impose Claim on Security Deposit.....	
Form 15 – Motion for Clerk's Default – Residential Eviction.....	
Clerk's Default – Residential Eviction .....	
Form 16 – Motion for Clerk's Default – Damages (Residential Eviction) .....	
Clerk's Default – Damages (Residential Eviction) .....	
Form 17 – Motion for Default Final Judgment (Residential Eviction) .....	
Form 18 – Motion for Default Final Judgment – Damages (Residential Eviction) .....	
Form 19 – Affidavit of Damages .....	
Form 20 – Nonmilitary Affidavit .....	
Form 21 – Blank Motion Form .....	
<b>*****SUBMIT FINAL JUDGMENT TO JUDGE'S OFFICE ONLY*****</b>	
Form 9 – Final Judgment – Damages .....	
Form 10 – Final Judgment – Eviction .....	
<b>*****SUBMIT WRIT TO CLERK AFTER JUDGMENT ENTERED*****</b>	
Form 11 – Writ of Possession .....	

## Notice: Additional Requirement

### Service of Process in Action for Possession of Premises

#### **48.183. Service of process in action for possession of premises**

(1) In an action for possession of any residential premises, including those under chapters 83, 723, and 513, or nonresidential premises, if the tenant cannot be found in the county or there is no person 15 years of age or older residing at the tenant's usual place of abode in the county after at least two attempts to obtain service as provided above in this subsection, summons may be served by attaching a copy to a conspicuous place on the property described in the complaint or summons. The minimum time delay between the two attempts to obtain service shall be 6 hours. Nothing herein shall be construed as prohibiting service of process on a tenant as is otherwise provided on defendants in civil cases.

(2) 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, note the fact of mailing in the docket, and file a certificate in the court file of the fact and date of mailing. 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.

**History.** – s. 4, ch. 73-330; s. 1, ch. 75-34; s. 1, ch. 83-39; s. 2, ch. 84-339; s. 4, ch. 87-405; s. 1, ch. 88-379; s. 2, ch. 96-410; s. 1, ch. 2003-263

## LANDLORD TENANT COPIES AND MAILING

# \*\*\*\*\*REQUIREMENTS\*\*\*\*\*

The plaintiff must file an original complaint, original summonses, copies of each summons and postage for each defendant for the file as listed below.

In actions for possession, in order for a 5-day summons to be posted when the defendant is not present for service, a copy of the summons and complaint must also be mailed to the defendant, so the plaintiff must provide:

- Original complaint
- Original 5-day summons for Sheriff (to make return of service)
- 3 copies per defendant of the 5-day summons (for file; for posting; for mailing)
- 2 copies per defendant of the complaint (for posting; for mailing)
- 1 addressed, stamped envelope for each defendant (regular mail, first class)

If the complaint includes rent damages, the plaintiff will also need:

- Original 20-day summons for Sheriff (to make return of service)
- 2 copies per defendant of the 20-day summons (for file; for serving defendant)
- 1 copy per defendant of the complaint

EXAMPLE: if a complaint is filed for possession and for rent against two defendants, Jane and Joe, the filer must provide

Jane    1 original and 3 copies of 5-day summons, original and two copies of complaint  
          1 original and 2 copies of 20-day summons, one copy of complaint  
          Postage sufficient for copy of complaint and 5-day summons to be mailed to Jane

Joe      1 original and 3 copies of 5-day summons, two copies of complaint  
          1 original and 2 copies of 20-day summons, one copy of complaint  
          Postage sufficient for copy of complaint and 5-day summons to be mailed to Jane

This is a total of 6 copies of the complaint, in addition to the copies of the summons.

**If copies of the complaint, 5-day summons, and stamped, addressed envelope are not provided for mailing, a default based on posted service cannot be entered. § 48.183, Fla. Stat.**

## LANDLORD TENANT FORMS – INSTRUCTIONS

Dear Landlord or Tenant:

The attached forms are designed for use in the event of common landlord/tenant disputes. They should be used only for residential leases. If you have a commercial, agricultural, or personal property lease you should consult with an attorney. No form should be used until you have carefully reviewed and understand the instructions preceding the form and reviewed any referenced Florida Statute.

The residential landlord/tenant relationship is controlled by the terms of your lease and by [Part II of Chapter 83 of the Florida Statutes](#). The procedures for enforcing your rights under your lease and Part II of Chapter 83 are set forth in [section 51.011, Florida Statutes](#). You are advised to carefully review these statutes before starting any legal proceeding concerning a residential lease. Copies of these statutes are usually available at the law library located at your county courthouse and at your public library.

Before you can start a lawsuit to end a residential lease or withhold rental payments, you must first give proper written notice. The form of the notice will depend on the landlord's or tenant's reason for terminating the lease or withholding rent. There are two common reasons for a landlord to terminate a lease and evict a tenant. These reasons are:

1. The tenant has not paid his rent on time.
2. The tenant has not complied with the requirements of the lease or has violated Florida Statutes.

Forms 1 and 2 contain the notices the landlord will need to send to the tenant in order to terminate the lease and evict the tenant for those two reasons.

The tenant must give notice to the landlord for one of two reasons. First, a tenant will notify the landlord to end the lease when the landlord does not maintain the property as required by the lease or Florida Statutes. Second, the tenant may instead withhold rent payments. Forms 3 and 4 contain the notices which must be sent to the landlord in each of these circumstances.

After sending the notice, it may be necessary to file a suit. The landlord will, as a general rule, have a suit against the tenant not only to evict the tenant (have the tenant removed from the property), but also for damages for unpaid rent. Form 5A contains a complaint both for eviction and for damages for unpaid rent. If the amount of damages exceeds \$15,000 you should not use this form. If a landlord wants to evict a tenant for breaches of the lease other than failure to pay rent, the suit may be for eviction only. Form 6 contains the complaint to evict a tenant for failure to comply with the lease other than the payment of rent.

At the time the complaint is filed a landlord must ask the clerk of the court to issue summonses and deliver those summonses to the sheriff, with a copy of the complaint, for service on the tenant. A separate summons is necessary for an eviction and to recover damages for unpaid rent. If a landlord is suing a tenant both to evict him and for damages he will need to have both summons issued and delivered to the sheriff with the complaint. Form 7 contains the form of the summons for eviction and Form 8 the additional summons to be used if unpaid rent is also sought.

Once the complaint has been served and the Clerk has entered a default against the tenant, the landlord may ask the court to set a hearing and enter a judgment. The landlord should contact the judge's office to determine whether that request can be made verbally or will require a motion to be filed. If one is required, a general purpose motion form is included in the packet for that purpose.

If the court rules that the landlord is entitled to evict the tenant and/or recover damages for unpaid rent, the court will sign a judgment in the landlord's favor. Form 10 contains the form of a final judgment for eviction and Form 9 the form of a final judgment for damages. Should a landlord receive a final judgment for eviction he must ask the clerk of the court to execute a Writ of Possession. The form of the Writ of Possession is Form 11. The Writ of Possession should be delivered to the sheriff for service on the tenant after execution by the clerk.

The landlord usually may keep the security deposit to apply against damage to the property caused by the tenant. The landlord's right to keep the security deposit is strictly limited by the Florida Statutes. To keep the security deposit the landlord must send a notice to the tenant. Form 12 provides you with the form for a Notice of Intent to Claim Security Deposit.

FORM 1 — NOTICE FROM LANDLORD TO TENANT — TERMINATION  
FOR FAILURE TO PAY RENT

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

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

SOURCE: Section [83.56\(3\) and \(4\), Florida Statutes \(2009\)](#).

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

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 \_\_\_\_\_

This form was completed with the assistance of:

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

FORM 2 — NOTICE FROM LANDLORD TO TENANT — NOTICE OF  
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT

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

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

The delivery of this written notice must be delivered 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 law suit for eviction.

SOURCE: Sections [83.52](#) and [83.56](#), Florida Statutes (2009).

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



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 you being given an opportunity to cure the noncompliance, default or violation.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

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

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

Hand Delivered on \_\_\_\_\_

Posted on \_\_\_\_\_

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ )

**FORM A--EVICTIION NOTICE OF TERMINATION OF TENANCY**  
**INSTRUCTIONS**  
(7 or 15 DAY NOTICE)

1. This notice is given to a Tenant who is on a weekly, biweekly or monthly rental agreement and whose tenancy is being terminated, or when a lease is coming to its end and the landlord wishes to terminate tenancy.
  - a. A seven (7) day notice is given when the tenant has a weekly or bi-weekly rental agreement.
  - b. A fifteen (15) day notice is given when the tenant has a monthly rental agreement.
  
2. This written notice must be delivered by posting or hand delivery and the seven or fifteen day time period must run, prior to any termination of the rental agreement or any lawsuit for eviction.
  
3. **This notice must be filled out in full.**
  - a. You will need to complete names of all tenants and address. b. Provide the property description and the date to vacate by.
  - c. Complete the "Dated" portion.
  - d. Complete the Signature, Name, Address, and Phone number for the Landlord/Property Manager Sections.
  - e. You will need to complete the Delivery Section with the Tenant's name, date the notice was served, the time the notice was served, and whether it was served personally or by posting.

**NOTICE OF TERMINATION OF TENANCY**  
(7 OR 15 DAY NOTICE: SEE INSTRUCTIONS)

To:

\_\_\_\_\_  
Tenant(s) Name

\_\_\_\_\_  
Address

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

Date of Delivery: \_\_\_\_\_

You are hereby notified to quit and vacate the premises described as:

\_\_\_\_\_  
On or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This notice is given under and by authority of section §83.57 Florida Statutes. The tenancy under which you have been occupying and using the said described premises as of the date shown above.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Landlord or Agent Signature

\_\_\_\_\_  
Name of Landlord/Property Manager (Circle One)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number and Email Address

This NOTICE served on \_\_\_\_\_ the tenant, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ AM/PM (circle one).

By:  Personal Delivery  
 Posting a copy at resident

**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**

The 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 termination the rental agreement exists only after notice is given and if the landlord 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.
- (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 \(2009\)](#).

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

To: \_\_\_\_\_  
Landlord's Name (or Landlord's authorized representative,  
resident manager, or the person who collects rent for 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 \_\_\_\_\_

I certify that a copy of this document was ( ) mailed ( ) faxed and mailed ( ) e-mailed ( )  
hand-delivered to the person(s) listed below on {date} \_\_\_\_\_

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

FORM 4 — NOTICE FROM TENANT TO LANDLORD — WITHHOLDING  
RENT FOR FAILURE OF LANDLORD TO MAINTAIN PREMISES AS  
REQUIRED BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS  
OF THE RENTAL AGREEMENT

A Tenant cannot withhold rent from the Landlord without sending notice and allowing the Landlord time to cure the non-compliance, violation, or default of its obligations. Failure to send the required notice to the Landlord has significant impact on a Tenant's rights under the rental agreement and Florida Statutes. If the non-compliance is not remedied within the time period specified by statute (or such longer time as may be granted in your written rental agreement) and the Landlord's failure to comply renders the dwelling unit untenable and the Tenant vacates, the Tenant may vacate and withhold all rent, or, if the failure to comply does not render the dwelling unit untenable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligations is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenable, the Tenant may remain in the dwelling unit and the rent shall be reduced, until the violation is cured, by an amount in proportion to the loss of rental value caused by the failure to cure the violation. In any legal proceeding, however, the Tenant will have to pay all past due rent, and rent as it comes due during the legal proceedings, into the registry of the Court. The Tenant should, therefore, deposit all rent as it comes due in a separate bank account until the Tenant's disputes with the Landlord have been resolved. For the text of [Florida Statute 83.51\(1\)](#), and the grounds for withholding rent, see the note to Form 3.

SOURCE: Sections [83.56](#) and [83.60](#), Florida Statutes (2009).

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

To: \_\_\_\_\_  
Landlord's Name (or Landlord's authorized representative,  
resident manager, or the person who collects rent for 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\(1\)](#) 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](#).

\_\_\_\_\_  
Signature Tenant's

\_\_\_\_\_  
Name Address, Unit

\_\_\_\_\_  
Number City, State,

\_\_\_\_\_  
Zip Code

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

Phone Number

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_



FORM 5 – COMPLAINT FOR LANDLORD TO EVICT TENANTS

FORM 5A -- COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO PAY RENT  
AND TO RECOVER PAST DUE RENT

Form 5 should be used if only eviction of the Tenant is sought. See Fla. R. Civ. Proc. [1.947](#) (2010). 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 OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]  
Plaintiff,

vs.

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

**COMPLAINT FOR EVICTION**

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

1. This is an action to evict a tenant from real property in \_\_\_\_\_ [insert county in which the property is located], County, Florida.
2. Plaintiff owns the following described real property in the County:  
\_\_\_\_\_ [insert legal or street description of the property including, if applicable, unit number].
3. Defendant has possession of the property under a/an (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 and Court Costs in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

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

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

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]

Plaintiff,  
vs.

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

**COMPLAINT FOR EVICTION AND  
DAMAGES**

Plaintiff, \_\_\_\_\_sues Defendant, \_\_\_\_\_,  
(insert name of Landlord) (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 the property including, if applicable, unit number].

3. Defendant has possession of the real property under an/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 and Court Costs in the amount of \$\_\_\_\_\_.

**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 \$ \_\_\_\_\_ [insert past due rent amount ]  
that is due with interest since \_\_\_\_\_, 20\_\_ [insert date of  
last rental payment tenant failed to make].

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

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

Phone Number

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

**FORM 6 – COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT)**

Form 6 should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent. If damages are sought a separate count, as set forth in 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 OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

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

[insert case number assigned]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

**COMPLAINT FOR EVICTION**

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

\_\_\_\_\_, [insert name of Tenant] and alleges:

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

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

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

3. Defendant has possession of the property under an/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 the rental agreement. A copy of the notice, setting forth the violations of the rental agreement, is attached as **Exhibit "B."**

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

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendant and Court Costs in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

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

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

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_



**COMPLAINT FOR EVICTION ON NOTICE OF TERMINATION OF TENANCY**  
**(Residential Use Only)**

NOTE: Property Owners may authorize a Property Manager or another person to act as their agent. If a corporation intends to file an eviction please refer to the Florida Statutes as to who can appear. This authorization will allow the agent to complete the necessary documents to evict a tenant; this includes posting the seven (7) or fifteen (15) Day Notice, Complaint Form, and Motion for Default. If a hearing is scheduled, it may be required that the owner or owner's attorney appear at the hearing.

1. Complete Landlord(s) and Tenant(s) Name (**Fill in all blanks spaces**).
2. Indicate the complete physical location of the property from which the tenant(s) is/are to be evicted (**Including lot numbers; unit numbers, city, state, and zip**).
3. Indicate how Defendant(s) came in possession of property (circle either **written or oral**); enter the amount of rent that is due per month and the date this rent is due.
4. Indicate the date the notice was served on the Defendant(s) and the date to deliver possession.
5. The Landlord/Agent shall not accept any money after the Eviction has been filed. Please direct Defendant(s) to the Clerk's Office for more information.
6. The filing fee for removal of tenant(s) is **\$185.00**. The eviction suit shall be accompanied by:
  - a. The 7 or 15 day notice and a copy of any written rental agreement, if any.
  - b. In addition to the original set of documents for the court file we will also need two (2) copies of all documents filed for each Defendant being evicted (do not include children).
  - c. Please provide addressed, stamped envelopes for each Defendant being evicted.
7. The Sheriff's Office fee for service of the eviction summons is **\$40.00** per Defendant. The Sheriff's Office service fee may be included with the Clerk's fees due at the time of filing.
8. If Judgment for Possession is granted, a Writ of Possession can be issued upon payment of the **\$90.00** Sheriff's Office service fee.

IN THE COUNTY COURT, EIGHTH  
JUDICIAL CIRCUIT, IN AND FOR  
LEVY COUNTY, FLORIDA

CASE NO:  
DIV:

\_\_\_\_\_  
Plaintiff,

vs.

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

**COMPLAINT FOR EVICTION**

**(Termination of Tenancy)**

Plaintiff, \_\_\_\_\_sues Defendant(s), \_\_\_\_\_and alleges:

1. This is an action to evict a tenant from real property located in Levy County, Florida.
2. Plaintiff owns the following described real property in said county:

\_\_\_\_\_  
\_\_\_\_\_

3. Defendant(s) has possession of the property under a (Written/Oral) agreement to pay rent in the amount of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month/week.

4. Plaintiff served notice to the Defendant(s) on \_\_\_\_\_; Defendant(s) tenancy was terminated and the Defendant(s) was/were to vacate the premises and deliver possession of said premises to the Plaintiff on or before \_\_\_\_\_. That Defendant(s) holds over and continues to be in possession of said premises after the expiration of notice without permission of Plaintiff. A true copy of the Notice of Termination of Tenancy is attached hereto.

**WHEREFORE**, Plaintiff demands Judgment for Possession of said property against Defendant(s) and removal of Defendant(s) and Court Costs in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Plaintiff's Signature and Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number and Email Address

FORM 7 — SUMMONS — EVICTION CLAIM

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

**STATE OF FLORIDA  
IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY FLORIDA**

\_\_\_\_\_  
Plaintiff,  
-vs-  
\_\_\_\_\_  
Defendant.

UCN:  
Case Number:

**EVICTION SUMMONS (County)**

RESIDENTIAL                       COMMERCIAL

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are being sued by:  
\_\_\_\_\_ to require you to move out of the place you are occupying 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 another occupant or were posted at your home/business.

**THE THINGS YOU MUST DO ARE AS FOLLOWS:**

1. Write down the reason(s) why you think you should not be forced to move. The written reason(s) must be given to the Court Clerk at:

LEVY COURTHOUSE  
355 S. Court Street  
Bronson FL 32621

2. Mail or take a copy of your written reason(s) to Plaintiff Attorney:  
\_\_\_\_\_

3. Pay to the clerk of the court the amount of rent that the attached complaint claims to be due and any rent that becomes due until the lawsuit is over. If you believe that the amount claimed in the complaint is incorrect, you should file with the clerk of the court a motion to have the court determine the amount to be paid. If you file a motion, you must attach to the motion any documents supporting your position and mail or give a copy of the motion to the Plaintiff/Plaintiff's attorney.

4. If you file a motion to have the court determine the amount of rent to be paid to the clerk of court, you must immediately contact the office of the judge to whom the case is assigned to schedule a hearing to decide what amount should be paid to the clerk of the court while the lawsuit is pending.

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

5. If the attached complaint also contains a claim for the money damages (such as unpaid rent), you must respond to that claim separately. You must write down the reasons why you believe that you do not owe the money claimed. The written reasons must be given to the clerk of the court at the address specified in paragraph (1) above, and you must mail or give a copy of your written reasons to the Plaintiff/Plaintiff's attorney at the address specified in paragraph (2) above. This must be done within 20 days after the date these papers were given to you or to a person who lives with you or were posted at your home. This obligation is separate from the requirement of answering the claim for eviction within 5 working days after these papers were given to you or to a person who lives with you or were posted at your home.

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.

WITNESS my hand and the seal of said Court on \_\_\_\_\_.

Danny J. Shipp  
Clerk of the Circuit Court

BY: \_\_\_\_\_

Deputy Clerk

AMERICANS WITH DISABILITIES ACT. If you are a person with a disability to who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at (352) 337-6237, at least 7 days before your scheduled court appearance. If you are hearing or voice impaired, please call 711. If you are deaf or hard of hearing and require an ASL interpreter or an assisted listening device to participate in a proceeding, please contact Court Interpreting at [interpreter@circuit8.org](mailto:interpreter@circuit8.org).

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 (2009)

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

To: \_\_\_\_\_  
Tenant's Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code  
From: \_\_\_\_\_  
Date: \_\_\_\_\_

This is a notice of my intention to impose a claim for damages 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 section [83.49\(3\), Florida Statutes](#). You are hereby notified that you must object in writing to the 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].

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name of Landlord/ Property Manager (circle one)  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code  
\_\_\_\_\_  
(            )  
Phone Number

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: (            ) \_\_\_\_\_

FORM 15 — MOTION FOR CLERK’S DEFAULT— RESIDENTIAL EVICTION

FORM 16 — MOTION FOR CLERK’S DEFAULT— DAMAGES (RESIDENTIAL EVICTION)

FORM 17 — MOTION FOR DEFAULT FINAL JUDGMENT — RESIDENTIAL EVICTION

FORM 18 — MOTION FOR DEFAULT FINAL JUDGMENT — DAMAGES (RESIDENTIAL  
EVICTION)

FORM 19 — AFFIDAVIT OF DAMAGES

FORM 20 — 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 15 should be used to obtain a clerk’s default when the tenant has failed to respond to an eviction complaint and Form 16 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 20, 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 17) and/or a Motion for Default Final Judgment – Damages (Residential Eviction) (Form 18) with an Affidavit of Damages (Form 19). 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 OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord] Plaintiff,  
vs.  
\_\_\_\_\_  
[Insert name of Tenant] Defendant.  
\_\_\_\_\_

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

**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 \_\_\_\_\_  
\_\_\_\_\_  
( \_\_\_\_\_ )  
Phone Number

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

This form was completed with the assistance of:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number  
Plaintiff, assigned  
vs.  
\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_ /

**CLERK'S DEFAULT—RESIDENTIAL  
EVICTION**

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

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

DANNY J. SHIPP  
LEVY COUNTY CLERK OF COURT

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

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

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

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

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

Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord] Plaintiff, CASE NO.: \_\_\_\_\_  
[insert case number assigned]

vs.

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

\_\_\_\_\_/

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

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

\_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
( \_\_\_\_\_ )  
Phone Number \_\_\_\_\_

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

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number  
Plaintiff, assigned  
vs.  
\_\_\_\_\_  
[Insert name of Tenant] Defendant. **DEFAULT—DAMAGES (RESIDENTIAL  
EVICTON)**  
\_\_\_\_\_ /

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

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

DANNY J. SHIPP  
LEVY COUNTY CLERK OF COURT

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

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

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

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

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

Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

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

Plaintiff asks the Court to enter a Default Final Judgment against \_\_\_\_\_,  
[name] Defendant, for residential eviction and says:

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 \_\_\_\_\_

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

Phone Number

cc: \_\_\_\_\_  
(Insert name and address of Tenant)

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

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

Plaintiff asks the Court to enter a Default Final Judgment against \_\_\_\_\_,  
[name] Defendant, for damages and says:

2. Plaintiff filed a Complaint for damages against the Defendant.
2. Default was 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 \_\_\_\_\_

\_\_\_\_\_  
( \_\_\_\_\_ )  
Phone Number

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]  
Plaintiff,  
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 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

Sworn and subscribed before me on \_\_\_\_\_ [date], by  
\_\_\_\_\_[name], who \_\_\_\_\_ is personally know 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  
t address at which tenant was served and fax number if sent by fax].

\_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
( \_\_\_\_\_ )  
Phone Number

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_



IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

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

[insert case number assigned]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

**NONMILITARY AFFIDAVIT**

STATE OF FLORIDA     )  
COUNTY OF            )

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.

That I know of my own personal knowledge that the respondent is not on active duty in the armed forces of the United States.

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

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

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Telephone No. (        ) \_\_\_\_\_

Sworn and subscribed before me on \_\_\_\_\_ [date], by \_\_\_\_\_ [name], who \_\_\_\_\_ is personally know 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, 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. (        ) \_\_\_\_\_

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY/CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
**Plaintiff,**

Case No.: \_\_\_\_\_

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

-VS-

\_\_\_\_\_  
**Defendant.**

**MOTION FOR/TO** \_\_\_\_\_

The \_\_\_\_\_ Plaintiff/Petitioner \_\_\_\_\_ Defendant/Respondent (check one) moves for entry of an order by the Court granting the following relief (explain what you want the Court to do: \_\_\_\_\_)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The grounds or reason for this motion are (explain): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE OF SERVICE

I certify that a copy has been furnished to \_\_\_\_\_ (name of party here) at

\_\_\_\_\_ (address

or e-mail) by e-mail/mail/hand delivery on \_\_\_\_\_ (date).

\_\_\_\_\_  
Plaintiff/Defendant

## 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](#) (2009 )

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

---

**SUBMIT ALL PROPOSED JUDGMENTS TO JUDGE'S OFFICE**

**DO NOT FILE PROPOSED JUDGMENTS WITH CLERK**

---

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

**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 \_\_\_\_\_

\_\_\_\_\_ 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 on \_\_\_\_\_.

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

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

[Insert name of Landlord]

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

FORM 10 — FINAL JUDGMENT — EVICTION

No instructions.

---

**SUBMIT JUDGMENT TO JUDGE'S OFFICE**

**DO NOT FILE PROPOSED JUDGMENT WITH CLERK**

---

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

**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 on \_\_\_\_\_.

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

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

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

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](#) (2009 )

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

---

**RETAIN WRIT OF POSSESSION FORM UNTIL AFTER FINAL JUDGMENT FOR POSSESSION IS ENTERED**

**AFTER FINAL JUDGMENT FOR POSSESSION IS ENTERED, SUBMIT PROPOSED WRIT OF POSSESSION TO CLERK**

---



IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]  
Plaintiff,  
vs.  
\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_/

**WRIT OF POSSESSION**

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

YOU ARE COMMANDED to remove all persons from the following described property in  
\_\_\_\_\_ [insert county in which rental property is located] County Florida:  
\_\_\_\_\_  
[insert legal or street description of rental premises including, if applicable, unit number]  
\_\_\_\_\_ and to put  
\_\_\_\_\_ [insert Landlord's name] in possession of it.

DATED on \_\_\_\_\_.

(SEAL)

DANNY J. SHIPP  
Clerk of the Court

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

This form was completed with the assistance of:

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

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

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_