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LANDLORD TENANT

FORMS INSTRUCTIONS

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TABLE OF CONTENTS

	Page
Notice of Additional Requirement – Service of Process in Action for Possession of Premises……	1
Landlord Tenant Fees and Copies……	3
Landlord Tenant Forms ─Instructions……..	4
Form 1 – Three Day Notice – Termination for Failure to Pay Rent.....	6
Form 2 – Seven Day Notice With Cure – Notice of Noncompliance for Matters Other than Failure to Pay Rent……..	9
Form 2A- Seven day Notice Without Cure – Termination for Noncompliance Other than Failure to Pay Rent – Without a Chance to Cure ……	12
Form 24 Fifteen Day Notice of Possession to Premises…… …….	15
Form 3 – Notice from Tenant to Landlord – Termination for Failure of Landlord to Maintain Premises as Required by F. S. 83.51(1) or Material Provisions of the Rental Agreement……...	18
Form 4 – Notice from Tenant to Landlord – Withholding Rent for Failure of Landlord to Maintain Premises as Required by F. S. 83.51(1) or Material Provisions of the Rental Agreement…….	21
Form 5 – Complaint for Landlord to Evict Tenant(s)…….	23
Form 5a- Complaint for Landlord to Evict Tenant(s) for Failure to Pay Rent and to Recover Past Due Rent…….	26
Form 6 – Complaint for Landlord to Evict Tenant(s) for Failure to Comply with Rental Agreement (Other than Failure to Pay Rent)……	30
Form 76 - Motion for Clerk's Default – Residential Eviction……..	33
Form 77 - Motion for Default – Damages (Residential Eviction)……	36
Form 78 - Motion for Default Final Judgment – (Residential Eviction)……..	39

Form 79 - Motion for Default Final Judgment – Damages (Residential Eviction……... 42

Form 9 – Final Judgment – Damages……... 45

Form 66 - Final Judgment – Eviction……..... 47

Form 11 - Writ of Posession 49

Form 12 - Notice of Intent to Impose Claim on Security Deposit…… 51

Form 80 - Affidavit of Damages…….. 53

Form 81 - Nonmilitary Affidavit…….. 56

Form 21 – Motion and Order to Disburse Funds from Registry of the Court……..… 59

Form 22 – Notice of Voluntary Dismissal……. 62

Form 26 – Permission to Use E-Mail……. 64

Notice: Additional Requirement

Service of Process in Action for Possession of Premises

In an action for possession of any residential premises Section 48.183, Florida Statutes, imposes an additional requirement if a landlord causes or anticipates causing a defendant to be served with a summons and complaint solely by having the Sheriff post the summons and complaint at the property.

Therefore, if the landlord anticipates or is informed by the Sheriff that the defendant cannot be served in person, **the landlord must provide the Clerk of the Court with an additional copy of the complaint (and attachments) and a pre-stamped envelope addressed to the defendant at the premises involved in the proceeding.**

At least five days must elapse after the Clerk mails the copy of the summons and complaint to the defendant before a default can be requested and a Final Judgment Removal of Tenant can be prepared.

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 other 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 proceedings. 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.

83.22 Removal of Tenant; service–

(2) If a landlord causes, or anticipates causing a defendant to be served with a summons and complaint solely by attached them to some conspicuous part of the premises involved in the proceeding, the landlord shall provide the clerk of the court with two additional copies of the complaint and two prestamped envelopes addressed to the defendant. One envelope shall be addressed to such address or location as has been designated by the tenant for receipt of notice in a written lease or other agreement, or, if none has been designated to the residence of the tenant, if known. The second envelope shall be addressed to the last known business address of the tenant. The clerk of the court shall immediately mail the copies 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 from the date of service must have elapsed before a judgment for final removal of the defendant may be entered.

LANDLORD AND TENANT EVICTION
FOR RESIDENTIAL PROPERTY ONLY

NOTICE TO PARTIES WHO ARE NOT REPRESENTED BY AN ATTORNEY

If you have questions or concerns about these forms, commentary, the use of the forms, or your legal rights, it is strongly recommended that you talk to an attorney. You may call the Florida Bar Lawyer Referral Service at 1-800-342-8011.

Because the law does change, the forms and information about them may have become outdated. You should be aware that changes may have taken place in the law or court rules that would affect the accuracy of the forms or instructions.

FILING FEE: $185.00 – County Court Landlord Tenant Actions
$400.00 - Circuit Court (if exceeds $15,000) Landlord Tenant Actions

SUMMONS FEES: There is a $10.00 fee to issue any summons (including alias and pluries) per defendant.

PROCESS SERVERS FEE: Please refer to the **list of approved process servers.**

SHERIFF'S FEE: $40.00 per summons

COPIES REQUIRED: Originals for filing and one set of copies per defendant for services and one set of copies along with preaddressed stamped envelopes per defendant for certificate of mailing.

WRIT OF POSSESSION FEE: $90.00 for the sheriff to serve the Writ of Possession after the Final Judgment has been entered.

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 by 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 available at the Law Library 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. The following is listed the reasons for a landlord to terminate a lease and evict a tenant.

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.
3. The tenant has violated his rental agreement for failure of tenant to comply with its statutory obligations to maintain the dwelling unit or material provisions of the rental agreement (other than failure to pay rent).
4. The landlord needs possession and it is not for any of the above reasons.

The landlord will need to either, hand deliver, post, or mail any of the above notices to the tenant in order to terminate the lease and evict the tenant for those the reasons listed.

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 for both 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 for 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. After the summons is issued, the landlord will deliver those summonses to the sheriff or certified process server with a copy of the complaint, and all attachments for service on the tenant.

Once the complaint has been served and the Clerk or the Court has entered a default against the tenant, the landlord may request that a judgment be entered. For eviction only, the landlord can request a default after five days, not counting the date of service, weekends and holidays. If the tenant answers the complaint and follows the instructions listed in the summons, the case will be set for a hearing and parties will be notified of the hearing date. If the tenant files an answer and does not comply with depositing rent money into the court registry (if applicable), a Motion for Immediate Default may be filed. If the landlord is requesting a judgment for rent and/or damages, a default cannot be requested until 20 days after service on the defendant.

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. The Clerk's Office will prepare the Final Judgment for Removal of Tenant and forward to the Judge for signature. Should a landlord receive a final judgment for eviction and the tenant remains in the property, he/ she must ask the clerk of the court to execute a Writ of Possession . 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 cause 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.

THREE DAY NOTICE
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]. **Add five days if mailed**. (The date above will be eight straight days, excluding the date mailed).

_____
Signature

_____
Name of Landlord/Property Manager [circle one]

_____
Address [street address where Tenant can deliver rent]

_____
City, State, Zip Code

_____
Phone Number (including area code)

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Three Day Notice, of which this is a true copy, on the above mentioned Tenant(s) in Possession in the manner indicated below:

_☐_ On _____20___, I handed the notice to the tenant.

_☐_ I handed the Notice to a person of suitable age and discretion at the tenant's residence/business on _____, 20____.

_☐_ I posted the Notice in a conspicuous place at the Tenant's residence on _____, 20____.

_☐_ I sent by mail a true copy of the Notice to the Tenant at his place of residence on _____, 20____.

Executed on _____ 20_____.

_____
Signature of Landlord/Property Manager
(Circle One)

This form was completed with the assistance of:

Name:
Address:
Telephone Number:

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

The Florida Bar 2010 **FORM 1**

FORM 2 ── NOTICE FROM LANDLORD TO TENANT
NOTICE OF NON COMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT

Violation 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 materials provisions of the rental agreement (other than 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).

The delivery of this written notice may be by mailing or delivering a true copy of 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 PURPOES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

SEVEN DAY NOTICE WITH CURE

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 (with area code)

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the notice to pay rent or move, of which this is a true copy, on the above mentioned tenant in possession in the manner(s) indicated below.

☐ On _____, 20_____, I handed the notice to the tenant.

☐ I handed the notice to a person of suitable age and discretion at the tenant's residence/business on_____, 20_____.

☐ I posted the notice in a conspicuous place at the tenant's residence on _____, 20_____.

Executed on _____, 20_____, at _____ ☐ A.M. ☐ P.M.

_____
Signature

FORM 2

FORM 2A ── NOTICE FROM LANDLORD TO TENANT TERMINATION FOR NONCOMPLIANCE OTHER THAN FAILURE TO PAY RENT – WITHOUT A CHANCE TO CURE

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

This notice may also be used with the Supreme Court Form 6 – Complaint for Eviction for Failure to Comply with Lease (Other than Failure to Pay rent)

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 PURPOES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

SEVEN DAY NOTICE – DEMAND FOR POSSESSION WITHOUT CURE

To: _____
Tenant's Name

_____
Address

_____
City, State, Zip Code

From: _____

Date: _____

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

_____

_____

_____

_____

_____

_____

_____
Signature

_____
Name of Landlord/Property Manager (circle one)

_____
Address

_____
City, State, Zip Code

_____
Phone Number (with area code)

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the notice to pay rent or move, of which this is a true copy, on the above mentioned tenant in possession in the manner(s) indicated below.

☐ On _____, 20_____, I handed the notice to the tenant.

☐ I handed the notice to a person of suitable age and discretion at the tenant's residence/business on_____, 20_____.

☐ I posted the notice in a conspicuous place at the tenant's residence on _____, 20_____.

Executed on _____, 20_____, at _____ ☐ A.M. ☐ P.M.

_____
Signature

FORM 2A

FORM 24 – NOTICE FROM LANDLORD TO TENANT – FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

Florida Statute 83.57 Termination of Tenancy Without Specific Term.

15 Day Notice – If the landlord needs possession of this property and it is not for any of the previous reasons and the rent is paid on a month to month basis, this form would be used giving the tenant a fifteen day written notice to vacate the premises. This notice should be given fifteen days prior to the rent being due. If the tenant does not vacate, the landlord would file his complaint for eviction. If a written lease agreement has been entered into, this section does not apply.

Form 6- Complaint for Possession of Residential Real Property Other than Non-Payment of Rent – to be used with the 15 day Notice for Possession

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
FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

To: _____
Tenant's Name

_____
Address

_____
City, State, Zip Code

YOU ARE HEREBY NOTIFIED that your tenancy of the premises described as _____
_____Florida,
[insert address of premises, including county]
is hereby terminated as of _____, 20, pursuant to Section 83.57 Florida Statutes, and you are to vacate the premises on said date.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Dated this _____ day of _____, 20_____.

_____
Signature

_____
Name of Landlord/Property Manager [circle one]

_____
Address [street address when Tenant can deliver rent]

_____
City, State, Zip Code

_____
Phone Number (including area code)

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the notice to pay rent or move, of which this is a true copy, on the above mentioned tenant in possession in the manner(s) indicated below.

☐ On _____, 20_____, I handed the notice to the tenant.

☐ I handed the notice to a person of suitable age and discretion at the tenant's residence/business on_____, 20_____.

☐ I posted the notice in a conspicuous place at the tenant's residence on _____, 20_____.

Executed on _____, 20_____, at _____ ☐ A.M. ☐ P.M.

_____
Signature

FORM 24

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 terminate 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, or health codes; or

(b) Where there are no applicable building, housing, and 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 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)

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: _____
Tenant

DATE: _____

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:_____

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

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar
The Florida Bar 2010

Form 3

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 untenantable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligation is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenantable, 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 not to Form 3.

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

FORM NOTES ARE FOR INFORMATIONAL PURPOES 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 (or Landlord's authorized Representative, resident manager, or the person who collects the rent from the Landlord)

_____
Address

_____
City, State, Zip Code

FROM: _____
Tenant

DATE: _____

This is to inform you that you are not maintaining my dwelling units 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 intent to withhold future rental payment and/or terminate the rental agreement:

List non-compliance or default:

_____
_____
_____

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

_____
Tenant's Name
Address, Unit Number: _____

_____

_____
Phone Number:_____

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

FORM 4

Approved for use under rule 10-2.1(a) of the Rules Regulating The Florida Bar. The Florida Bar 2010

FORM 5

COMPLAINT FOR LANDLORD TO EVICT

TENANTS INSTRUCTIONS

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

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

IN THE COUNTY COURT, IN AND FOR

_____COUNTY, FLORIDA
[insert County in which rental property is located]

_____
[insert name of Landlord]

Plaintiff,

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

vs.

_____
[insert name of Tenant]

Defendant.
_____ /

COMPLAINT FOR EVICTION

Plaintiff, _____ [insert name of 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:

OATH

On this _____ day of _____, 2020 _____

Appeared before me, presented proper identification, was placed under oath, and swore the information in the complaint filed on _____, 2020 in case number 2020 CC _____.

_____

Plaintiff

By: _____

Deputy Clerk

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,

vs.

_____
[insert name of Tenant]

Defendant.
_____/

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

COMPLAINT FOR EVICTION AND DAMAGES

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

COUNT I
Tenant Eviction

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

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

3. Defendant has possession of the real property under a (oral/written) agreement to pay rent of $_____[insert rental amount] payable_____[insert terms of rental payments, i.e., weekly, monthly, etc.]. A copy of the written agreement, if any, is attached as Exhibit "A."

4. Defendant failed to pay the rent due_____, 20___[insert date of payment Tenant has failed to make].

5. Plaintiff served Defendant with a notice on_____, 20___[insert date of notice], to pay the rent or deliver possession but Defendant refuses to do either. A copy of the notice is attached as Exhibit "B."

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

COUNT II
Damages

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

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

8. Defendant owes Plaintiff $_____that is due with interest [insert past due rent amount] since_____, 20___[insert date of last rental payment Tenant failed to make].

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

_____

Landlord's Name _____

Address, Unit Number _____

_____

Phone Number

This form was completed with the assistance of:

Name:

Address:

Telephone Number:

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

The Florida Bar 2010

OATH

On this _____ day of _____, 2019, _____ appeared before me, presented proper identification, was placed under oath, and swore the information in the complaint filed on _____, 2019, in case number 2019 CC _____, is true and correct.

_____,
Plaintiff

By:_____
Deputy Clerk

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] Defendant.

COMPLAINT FOR EVICTION

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

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

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

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

4. Plaintiff served Defendant with a notice on_____, 20 [insert date of notice] giving written notice to the Defendant that the Defendant was in violation of its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit “B”.

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

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

_____
Landlord’s Name _____
Address _____
_____
Phone Number _____

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

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar
The Florida Bar 2010

OATH

On this _____ day of _____, 2019, _____ appeared before me, presented proper identification, was placed under oath, and swore the information in the complaint filed on _____, 2019, in case number 2019 CC _____, is true and correct.

_____,
Plaintiff

By:_____
Deputy Clerk

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 established property 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 FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
Plaintiff,

vs.

MOTION FOR CLERK'S DEFAULT --RESIDENTIAL EVICTION

_____
[insert name of Tenant]
Defendant.

Plaintiff asks the Clerk to enter default against _____ _____[name], Defendant, for failing to respond as required by law.

_____
Name:_____
Address: _____
_____
_____
Telephone No.:_____

DEFAULT RESIDENTIAL EVICTION

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

Date: _____

JD Peacock II
Clerk of Circuit Court and Comptroller

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 No.

FORM 77─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 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 FOR THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
Plaintiff,

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

_____
[insert name of Tenant]
Defendant.

Plaintiff asks the Clerk to enter 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: _____

JD Peacock II
Clerk of Circuit Court and Comptroller

By:_____
Deputy Clerk

cc: _____
[insert name of Landlord]

_____
_____
_____
[insert name and address of Tenant

This form was completed with the
assistance of:

Name:
Address:
Telephone Number:

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

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 personal 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 OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
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.

_____
Signature
Name: _____
Address: _____
_____
Telephone No. _____

_____
cc: [insert name and address of Tenant]

This form was completed with the
assistance of:
Name:
Address:
Phone Number:

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

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 personal 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 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 OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
Plaintiff,

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).

_____
Signature
Name:_____
Address: _____
_____
_____
Telephone No.:_____

This form was completed
with the assistance of:
Name:
Address:
Telephone No.

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

FORM 9 ─ FINAL JUDGMENT – DAMAGES

If the Court grants the judgment, the Clerk's Office will prepare and forward to the judge for signature. 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 the information concerning the collection of the amounts owed you.

A judgment for money (if properly recorded) is a lien upon the real of personal property 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 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.

IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

_____
[insert name of Landlord]

Plaintiff,

vs.

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

_____
[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 Okaloosa County, Florida on _____, 20_____.

_____
County/Circuit Judge

c: _____
[insert name of Landlord]

_____
[insert name of Tenant]

FORM 66

FINAL JUDGMENT – EVICTION

If the Court grants the eviction, the Clerk's Office will prepare and forward to the judge for signature.

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 FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

_____
[insert name of Landlord]

Plaintiff,

CASE NO. _____
[insert case number assigned by the Clerk of 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 no] and $_____as court costs, WHICH WRIT OF POSSESSION AND EXECUTION NOW ISSUE.

ORDERED IN Okaloosa County, Florida on _____, 20_____.

_____
County Judge

cc: _____
[insert name of Landlord]
_____
[insert name of Tenant]

FORM 66

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
OKALOOSA COUNTY, FLORIDA

_____
[insert name of Landlord]

Plaintiff,

vs.

_____
[insert name of Tenant]

Defendant.
/

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

WRIT OF POSSESSION

STATE OF FLORIDA
TO THE SHERIFF OF OKALOOSA COUNTY, FLORIDA:

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

DATED this_____day of_____, 20__.

(SEAL)

JD Peacock II, Clerk of Court

By: _____
Deputy Clerk

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

The Florida Bar 2010

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone Number: _____

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

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

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

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

NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOTI

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 are required by F. S. 83.49(3). 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: _____

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

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

Form 12

The Florida Bar 2010

NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT

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 failed 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 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 THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
Plaintiff,

vs. **AFFIDAVIT OF DAMAGES**

_____
[insert name of Tenant]
Defendant.

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

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. The 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 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: _____
_____
_____
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 No.

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 failed 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, just be filed with the Clerk.

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 THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
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 the Affiant not to be in the military service or any governmental agency or branch subject to the provisions of the Solders' 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:_____
_____
_____
Telephone No: _____

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

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

The Florida Bar 2010

FORM 81

FORM 21 ─ MOTION AND ORDERTO DISBURSE FUNDS FROM REGISTRY OF THE COURT

INSTRUCTIONS

Form 21 should be used if the Court has granted possession and the Defendant has deposited funds into the registry of court.

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 FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
Plaintiff,

vs.

_____
[insert name of Tenant]
Defendant.

MOTION TO DISBURSE FUNDS FROM REGISTRY OF THE COURT

Plaintiff, _____[insert name of Landlord], asks the Court to direct the Clerk to disburse all the funds being held in the Registry of Court.

Date:_____ _____
Signature of Plaintiff(s)
Print Name: _____
Address:_____
City, State, Zip: _____
Telephone No.: _____

ORDER TO DISBURSE FUNDS FROM REGISTRY OF THE COURT

The Court having reviewed the file and pleadings therein and being otherwise fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Clerk of the Court is hereby directly to disburse all the funds held in the Registry of the Court to the Plaintiff.

DONE AND ORDERED in Okaloosa County, Florida on the _____ day of

_____, 20_____.

_____
COUNTY COURT JUDGE

Copies to:

Plaintiff(s): _____
Address:_____
City, State, Zip: _____

Defendant(s):_____
Address:_____
City, State, Zip: _____

FORM 21

FORM 22─NOTICE OF VOLUNTARY DISMISSAL

This document should be delivered to the Clerk of the Court if the cause has been settled by all parties.

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 FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY

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

_____
[insert name of Landlord
Plaintiff,
vs.
_____
[insert name of Tenant]
Defendant.
_____/

NOTICE OF VOLUNTARY DISMISSAL

Plaintiff(s) _____, in the above
[insert name of Landlord]
styled cause hereby submit this Notice of Voluntary Dismissal as this cause has been settled between parties.

I hereby certify that a copy of this documents was (check one) ____mailed _____ faxed and mailed _____hand delivered to the person(s) listed below on the _____ day of _____, 20_____.

Defendant(s) _____
Address: _____
City, State, Zip: _____

Dated: _____ _____
Signature of Plaintiff(s)
Print Name: _____
Address:_____
City, State, Zip: _____
Telephone No._____

FORM 22

FORM 26─PERMISSION TO USE E-MAIL

Please complete this form and filed with the Clerk of Court to receive your Orders, Judgments, and Notice of Hearings by electronic mail.

IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY, FLORIDA

[insert case number assigned by
the Clerk of Court]

_____
[insert name of Landlord
Plaintiff,
vs.
_____
[insert name of Tenant]
Defendant.

PERMISSION TO USE E-MAIL

Provide your email address below to receive a copy of your Orders, Judgments Notice of Hearings or other written communications from the court or clerk of court and by electronic mail.*

By completing this form I am authorizing the Court and the Clerk, of Circuit Court to send copies of orders/judgments, notices or other written communications to me by e-mail.

I will ensure the software filters have been removed from my computer, so it does not interfere with my ability to receive any of the above documents.

I will file a written notice with the Clerk, if my current email address changes.

_____
Plaintiff Name (print)

_____
Plaintiff Name (signature)

_____
* email address (print *clearly*)

_____
Date

***You will not need to provide a stamped self-envelope, if you provide your email address.**

IN THE COUNTY COURT IN AND FOR OKALOOSA COUNTY, FLORIDA
LANDLORD - TENANT ACTION

_____

Plaintiff(s)

vs. Case #

_____

_____

Defendant(s)

MOTION FOR IMMEDIATE DEFAULT

Plaintiff moves for entry of a default by the Court because Defendant(s) failed to place the rent money into the registry of the Court as required by law.

_____

Plaintiff

OATH

On this _____ day of _____, 2019, _____ appeared before me, presented proper identification, was placed under oath, and swore the information in the complaint filed on _____, 2019, in case number 2019 CC_____, is true and correct.

_____,
Plaintiff

By:_____
Deputy Clerk

IN THE FIRST JUDICIAL CIRCUIT COURT
IN AND FOR OKALOOSA COUNTY, FLORIDA

_____
Plaintiff/Petitioner,

Case No. _____

_____
Defendant/Respondent

SITUS DESIGNATION FORM

Pursuant to Administrative Directive 2012-04, I hereby certify the situs of this action to be:

( ) (a) Courthouse – Crestview Situs ("North End") if:
- (1) The cause of action accrued North of the situs line at Range Road 215 West and Range Road 213 East, as depicted on the attached map, said area to be designated as "North End," or
- (2) The cause of action did not accrue in Okaloosa County, but at the time the action is filed, all defendants/respondents reside in the North End.

( ) (b) Okaloosa County Courthouse Annex Extension – Fort Walton Beach Situs ("South ("South End") if:
- (1) The cause of action accrued South of the situs line at Range Road 215 West and Range Road 213 East, as depicted on the attached map, said area to be designated as "South End," or
- (2) The cause of action did not accrue in Okaloosa County, but at the time the action is filed, all defendants/respondents reside in the South End.

( ) (c) Either Courthouse (Crestview) or Okaloosa County Courthouse Annex Extension (Fort Walton Beach) if:
- (1) The cause of action did not accrue in Okaloosa County, and no defendant/respondent resides in Okaloosa County; or
- (2) The cause of action did not accrue in Okaloosa County and the defendants/ Respondents reside in both the North End and the South End of Okaloosa County.

If Plaintiff/Petitioner not represented by attorney:

_____
Plaintiff/Petitioner's Signature

_____
(Type or print name)

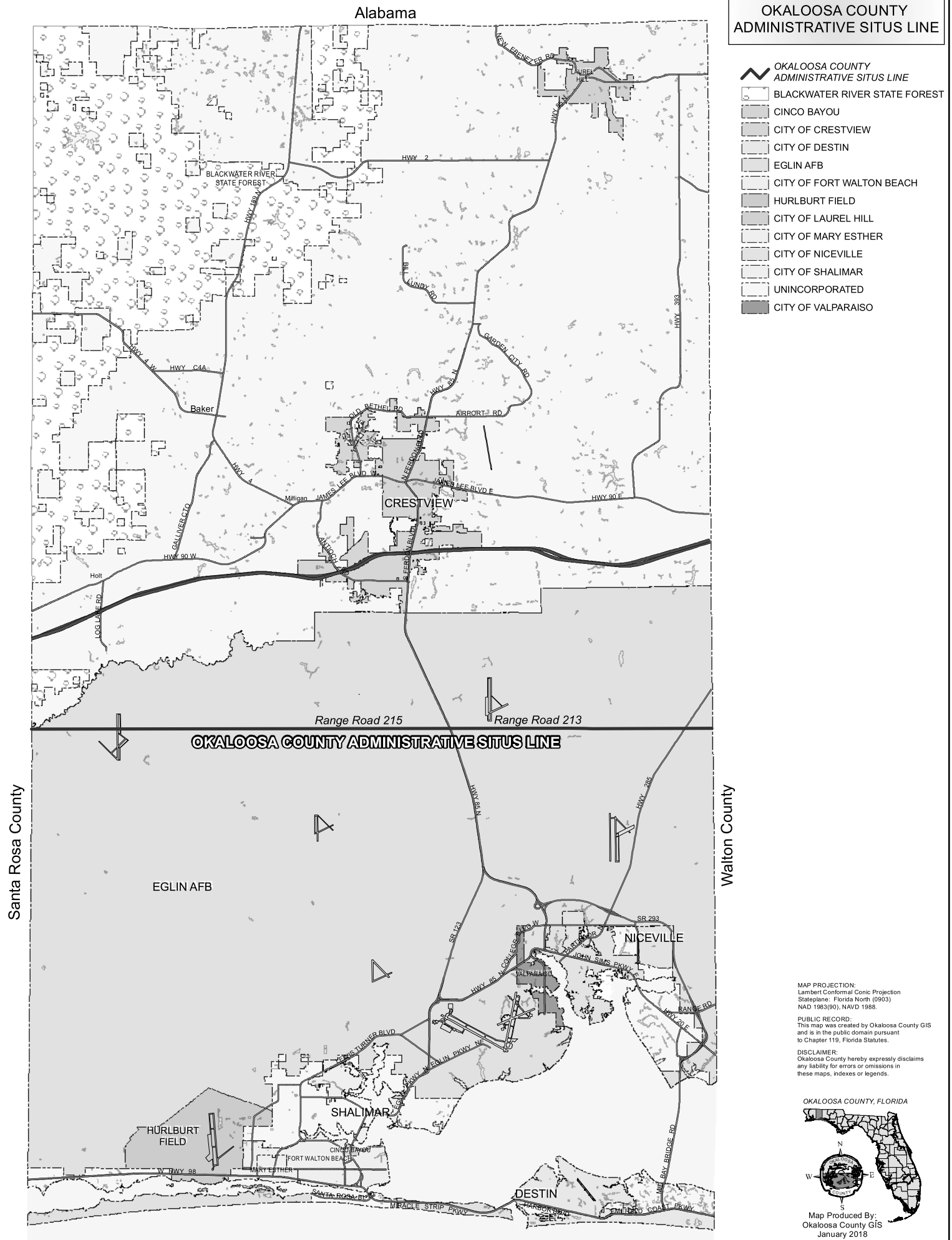
_____
Telephone Number

If Plaintiff/Petitioner represented represented by attorney:

_____
Attorney's Signature

_____
(Type or print Attorney's name)

_____
Telephone Number



MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(90), NAVD 1988.

PUBLIC RECORD:
This map was created by Okaloosa County GIS and is in the public domain pursuant to Chapter 119, Florida Statutes.

DISCLAIMER:
Okaloosa County hereby expressly disclaims any liability for errors or omissions in these maps, indexes or legends.

OKALOOSA COUNTY, FLORIDA

Map Produced By:
Okaloosa County GIS
January 2018

Map: Not to Scale

Map: \\gisvm100\gisprojects\MapDocs\Admin\Projects\Judicial\JudicialLine8.5x11.mxd PDF:\\gisvm100\gisprojects\PDFDocs\Admin\JudicialLine8.5x11.pdf, Scale: NTS, OCJASL Revised: 8/2009