

LANDLORD TENANT RESIDENTIAL EVICTION

GENERAL INFORMATION NOTICE

Information or forms provided by the Clerk of Circuit Court should be considered as basic procedural information only and may not be applicable to every situation. The information is not intended to be used as legal advice. Specific guidance concerning filing a lawsuit, answering a lawsuit or questions about your particular situation should be directed to a qualified attorney.

Starting the Eviction Process

An Eviction action cannot be filed unless the tenant has first been given a written notice. The notice should be done in triplicate and the original hand delivered, or if the tenant is absent from the premises, by leaving a copy thereof at the residence or mailed to the tenant.

Please note: If the landlord mails the three day notice, the tenant will be permitted to respond by mail. This will increase dramatically the time period in which the tenant is required to pay rent. First, an additional five days for mailing will be added to the letter sent by the landlord to the tenant. An additional five days for mailing will be added to the letter sent by the tenant to the landlord. Thus, instead of three days for the tenant to pay the rent or vacate, it ends up becoming thirteen days (three days to pay the rent and five days each for the landlord's and tenant's letter.)" Florida Res. Landlord Tenant Manual 3.01[1][a][iv]

The landlord will be required to furnish to the Clerk of Court TWO (2) copies of the notice and TWO (2) copies of the lease (if applicable) if ONE tenant is being evicted. If there is more than one tenant, an additional copy of the notice (and the lease if applicable) for each additional tenant will be required.

3-Day Notice

If the tenant **has not paid the rent**, the landlord is required to give a three day notice in writing to vacate the premises or pay the rent. (Please state the full amount due.) After three full days (excluding Saturdays, Sundays, and legal holidays) have elapsed from the date of the notice (not counting the date the notice is delivered to the tenant), if the tenant has not complied with the notice, the landlord then comes to the Clerk's Office and files the complaint for eviction of the tenant. Copies of the lease (if one exists between the parties) will also be required when filing. This type of eviction may be filed by the owner, agent or an attorney for the owner. *F.S. 83.56 (3).*

*NOTE: If the tenant contests the eviction, the landlord's agent may take no further action and all further activity in the case must be handled **only** by the owner or an attorney at law. Corporate owners **must** be represented by an attorney if this type of eviction is contested.*

7-Day Notice With Cure

Used if the landlord has a lease and a tenant who is undesirable but the situation could be remedied (i.e., unauthorized pets, guests, or parking, etc.). The notice states the non-compliance and gives the tenant seven days to correct the problem or to vacate the premises. The tenant would be allowed to stay if they complied. If they do not comply, then the landlord may file a complaint for eviction based on the notice given. This type of eviction must be filed by the owner or an attorney for the owner only. Corporate owners **must** be represented by an attorney. *F.S. 83.56 (2)(a)*

7-Day Notice Without Cure

If a tenant is undesirable with a serious non-compliance (i.e., destruction, damage or misuse of property, unreasonable disturbance, etc.), the notice informs the tenant that the rental agreement is terminated and no further rent will be accepted. It also lists the items of non-compliance. If the tenant has not moved in seven days, the landlord may file eviction proceedings. This type of eviction may be filed by the owner or an attorney for the owner only. Corporate owners **must** be represented by an attorney. *F.S. 83.56(2)(b)*

15 Day Notice

If the landlord has no written lease and wants possession of his property and it is not for any of the above reasons and the rent is paid on a month to month basis, he may give the tenant a fifteen day notice to vacate the premises. The notice would state that the rental agreement is terminated and that no further rent will be accepted. This notice should be given fifteen days prior to the rent next being due. If the tenant does not vacate, the landlord files his complaint for eviction. If a written lease agreement has been entered into, this section does not apply. This type of eviction may be filed by the owner or an attorney for the owner only. Corporate owners **must** be represented by an attorney. *F.S. 83.57*

Filing the Eviction Court Case

If the tenants have not moved or **have not paid their rent** within the time specified on the notice, you may file an eviction court case to evict the tenant(s). Choose, complete, and file one of the complaint forms contained in this packet.

Filing Fee for Evictions

The filing fee for evictions is \$185.00 plus \$10.00 per summons. Please make all checks for the filing fees payable to the Walton County Clerk of Circuit Court.

Service Fees

After the landlord files his/her Complaint for Eviction, a summons is prepared and sent to the Sheriff's Office to serve on the tenant for a fee of \$40.00 per tenant named. This fee is to be paid by money order or check made payable to the Walton County Sheriff's Office.

What Happens After The Tenant Is Served?

The tenant has five (5) working days after being served in which to answer in writing to the Court why they think they should not have to move.

In an action by the landlord for possession of dwelling unit, if the tenant introduces any defense other than payment, the tenant is required to pay into the registry of the court the accrued rent as alleged in the Complaint for Possession or as determined by the court and the rent which accrues during the pendency of the proceeding when due.

If the tenant moves in the time allowed by law after being served or pays the rent, the landlord should notify the Clerk's office in writing so the case may be dismissed and closed. Judgment may be entered if the tenant moves owing rent and has not offered written defenses to the court, if personal service has been perfected.

If the tenant answers in writing and deposits the rent demanded into the registry of court (if applicable) before the time allowed by law has elapsed the case may be scheduled for an eviction hearing before a judge. At the hearing, the Judge will rule on whether the tenant has to move and if so, when they are to move.

If the tenant does not move or does not answer as stated above, within the time allowed by law, the landlord is entitled to a default. The landlord must formally request the Clerk enter a default by filing a Motion for Default.

[Please note: We suggest that you bring the Sheriff's service fee of \$50.00 to remit with your Motion for Default. This service fee is for the Sheriff to serve the Writ of Possession, described in the next paragraph. Doing this will save you a trip to the Clerk's Office. Once a judgment and writ are entered, we will forward this service fee, as a courtesy, to the Sheriff.]

The default is then entered and a proposed final judgment is forwarded to the judge. If the judgment is signed, the landlord will be entitled to a Writ of Possession. The Clerk will forward this Writ of Possession and service fee to the Sheriff. As soon as the Sheriff's Office receives and serves the Writ of Possession, the tenant will have 24 hours to vacate the premises.

Landlords wishing to evict tenants who own mobile homes from a mobile home park should refer to Florida Statute 723.002/723.061.

Walton County Clerk of Circuit Court
DeFuniak Springs Courthouse
571 U.S. Highway 90 East
DeFuniak Springs, Florida 32435
Phone: 850-892-8115

And

Walton County Clerk of Circuit Court
South Walton Courthouse Annex
31 Coastal Centre Boulevard
Santa Rosa Beach, Florida 32435
Phone: 850-267-3066

THREE DAY NOTICE

To: _____
Tenant's Full Name

Tenant's Address

Tenant's City, State, ZIP

From: _____

Date: _____

You are hereby notified that you are indebted to me in the sum of
\$ _____ for the rent and use of the premises located at:

_____, Florida,
(Insert address of leased premises, including city, state, ZIP, and 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

Address

City, State, ZIP Code

Telephone Number

FIVE DAY NOTICE
(Evicting Mobile Home from Lot – Failure to Pay Rent)

To: _____
Tenant's Full Name

Tenant's Address

Tenant's City, State, ZIP

From: _____

Date: _____

You are hereby notified that you are indebted to me in the sum of
\$ _____ for the rent and use of the premises located at:

_____, Florida,
(Insert address of leased premises, including city, state, ZIP, and county.)
now occupied by you and that I demand payment of the rent or possession of
the premises within five 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 five days from the delivery of this notice, excluding the date of delivery,
Saturday, Sunday, and legal holidays.)*

Signature

Name of Landlord/Property Manager

Address

City, State, ZIP Code

Telephone Number

SEVEN DAY NOTICE (With Cure)

To: _____
Tenant's Full Name

Tenant's Address

Tenant's City, State, ZIP

From: _____

Date: _____

You are hereby notified that you have violated the terms of your lease or rental agreement by (cite the noncompliance):

on the following described property:

_____, Florida.
(Insert address of leased premises, including city, state, ZIP, and county.)

Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease or rental agreement shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct in a similar nature is repeated within 12 months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

Landlord's Signature

Landlord's Address

Landlord's Telephone Number

SEVEN DAY NOTICE (Without Cure)

To: _____
Tenant's Full Name

Tenant's Address

Tenant's City, State, ZIP

From: _____

Date: _____

You are hereby notified that your lease or rental agreement is terminated effective immediately on the following described property:

(Insert address of leased premises, including city, state, ZIP, and county.)

_____, Florida.

You have seven days from the delivery of this letter to vacate the premises. This action is taken for the following reasons:

_____.

Landlord's Signature

Landlord's Address

Landlord's Telephone Number

Date: _____

TO: _____

NOTICE TO VACATE

You are hereby notified that you are requested to vacate the following described property to wit:

within _____ days after the date of this notice, otherwise legal proceedings will be taken to have you evicted.

Signature of Landlord

Landlord's Address

Landlord's Telephone Number

IN THE COUNTY COURT IN AND FOR WALTON COUNTY, FLORIDA

Case No. _____

Plaintiff

Vs.

Defendant(s)

COMPLAINT FOR EVICTION – NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:

1. This is an action to evict a tenant from real property in Walton County, Florida.
2. Plaintiff(s) owns the following described real property in said county: _____
_____.
3. Defendant(s) has possession of the property under a written/oral (*circle one*) agreement to pay rent of \$ _____, payable _____ (weekly, monthly, etc.). (A copy of the lease, if written, is attached.)
4. Defendant(s) failed to pay rent due on the _____ day of _____, 20____, (and subsequent thereto), and there is now due and owing from the Defendant to the Plaintiff rent of \$ _____, late/other charges of \$ _____, plus court costs of \$ _____.
5. Plaintiff(s) served Defendant(s) with a notice on the _____ day of _____, 20____, to pay the rent or deliver possession, but the Defendant refuses to do either, and Plaintiff has elected to terminate the rental agreement. A true and correct copy of notice is attached.

WHEREFORE, Plaintiff demands Judgment for possession of the property against Defendant(s) plus judgment for rent and costs.

Plaintiff (Owner or Authorized Agent)

Street Address

City/State/ZIP

IN THE COUNTY COURT IN AND FOR WALTON COUNTY, FLORIDA

Case No. _____

Plaintiff

Vs.

Defendant(s)

COMPLAINT FOR EVICTION AND DAMAGES – NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:

COUNT I - POSSESSION

1. This is an action to evict a tenant from real property in Walton County, Florida.
2. Plaintiff(s) owns the following described real property in said county: _____
_____.
3. Defendant(s) has possession of the property under a written/oral (*circle one*) agreement to pay rent of \$ _____, payable _____ (weekly, monthly, etc.). (A copy of the lease, if written, is attached.)
4. Defendant(s) failed to pay rent due on the _____ day of _____, 20____, (and subsequent thereto), and there is now due and owing from the Defendant to the Plaintiff rent of \$ _____, late/other charges of \$ _____, plus court costs of \$ _____.
5. Plaintiff(s) served Defendant(s) with a notice on the _____ day of _____, 20____, to pay the rent or deliver possession, but the Defendant refuses to do either, and Plaintiff has elected to terminate the rental agreement. A true and correct copy of notice is attached.

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

COUNT II - DAMAGES (PAST DUE RENT)

6. This is an action for damages that do not exceed \$15,000.00
7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant(s) owes Plaintiff \$ _____ that is due with interest since _____, 20____.

WHEREFORE, Plaintiff demands judgment for damages against Defendant(s).

COUNT III - DAMAGES (PROPERTY DAMAGE)

9. This is an action for damages that do not exceed \$15,000.00.
10. Plaintiff restates those allegations contained in paragraphs 1 through 8 above.
11. Defendant(s) has damaged the Plaintiff's property by destroying certain personal property and other fixtures located on the rental property.
12. Defendant(s) owes Plaintiff \$ _____ for damages to above described property which is in the excess of \$ _____ damage deposit.

WHEREFORE, Plaintiff demands Judgment for possession of the property against Defendant(s) plus judgment for rent, damages, and costs. Plaintiff also prays that this Court will grant reasonable attorney fees if the services of an attorney have been required to represent him in this matter.

Plaintiff (Owner) Signature

Street Address

City/State/ZIP

IN THE COUNTY COURT IN AND FOR WALTON COUNTY, FLORIDA

Case No. _____

Plaintiff

Vs.

Defendant(s)

COMPLAINT FOR EVICTION AND DAMAGES – OTHER THAN NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:

COUNT I - POSSESSION

1. This is an action to evict a tenant from real property in Walton County, Florida.
2. Plaintiff(s) owns the following described real property in said county: _____
_____.
3. Defendant(s) has possession of the property under a written/oral (*circle one*) agreement to pay rent of \$ _____, payable _____ (weekly, monthly, etc.). (A copy if the lease, if written, is attached.)
4. Plaintiff served the Defendant a _____ day notice on _____, 20____, to deliver possession for the following reason(s):
_____ A. Termination of tenancy at will.
_____ B. Non-compliance with rental agreement without right to cure. *F.S. 83.56(2)(a)*
_____ C. Non-compliance with rental agreement with right to cure. *F.S. 83.56(2)(b)*
If you checked B or C, state the non-compliance: _____

A true and correct copy of notice is attached.
5. There is now due and owing from the Defendant to Plaintiff, rent of \$ _____, late/other charges of \$ _____, rent accruing in the amount of \$ _____, plus court costs of \$ _____.

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

COUNT II - DAMAGES (PAST DUE RENT)

6. This is an action for damages that do not exceed \$15,000.00
7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant(s) owes Plaintiff \$ _____ that is due with interest since _____, 20____.

WHEREFORE, Plaintiff demands judgment for damages against Defendant(s).

COUNT III - DAMAGES (PROPERTY DAMAGE)

9. This is an action for damages that do not exceed \$15,000.00.
10. Plaintiff restates those allegations contained in paragraphs 1 through 8 above.
11. Defendant(s) has damaged the Plaintiff's property by destroying certain personal property and other fixtures located on the rental property.
12. Defendant(s) owes Plaintiff \$ _____ for damages to above described property which is in the excess of \$ _____ damage deposit.

WHEREFORE, Plaintiff demands Judgment for possession of the property against Defendant(s) plus judgment for rent, damages, and costs. Plaintiff also prays that this Court will grant reasonable attorney fees if the services of an attorney have been required to represent him in this matter.

Plaintiff (Owner) Signature

Street Address

City/State/ZIP