

**LANDLORD  
TENANT  
  
FORMS  
INSTRUCTIONS**

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## **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 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 judgment for final removal of the defendant can be entered.

#### **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<br>1 original and 2 copies of 20-day summons, one copy of complaint<br>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<br>1 original and 2 copies of 20-day summons, one copy of complaint<br>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 summonses 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.

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 may be by mailing or delivering a true copy to the dwelling unit, or, if the tenant is absent from the dwelling unit, by leaving a copy of the notice at the dwelling unit.

This written notice must be delivered, and the seven-day time period must run, prior to any termination of the rental agreement or any 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

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

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 \_\_\_\_\_

This form was completed with the assistance of:

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 ALACHUA 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.

\_\_\_\_\_  
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 ALACHUA COUNTY, FLORIDA

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

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.

**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 ALACHUA 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 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.

\_\_\_\_\_  
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 7 — SUMMONS — EVICTION CLAIM

If your Complaint is only for eviction of the tenant, you need to fill out and deliver this form to the clerk with the Complaint. If your Complaint is also for damages, you will need to attach Form 8.

SOURCE: [Fla. R. Civ. P. 1.070 \(2010\)](#); [Fla. R. Civ. P. Form 1.923 \(2010\)](#).

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, EIGHTH JUDICIAL CIRCUIT,  
IN AND FOR ALACHUA COUNTY, FLORIDA, CIVIL DIVISION**

\_\_\_\_\_  
**PLAINTIFF** (Owner/Lessor)

-vs-

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

\_\_\_\_\_  
**DEFENDANT** (Tenant/Lessee)

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

**EVICTION SUMMONS/RESIDENTIAL**

TO: \_\_\_\_\_  
Defendant(s)

\_\_\_\_\_  
Address

PLEASE READ CAREFULLY

You are being sued by \_\_\_\_\_ to require you to move out of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to determine 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 any legal holiday) after the date these papers were given to you or to a person who lives with you or were posted at your home.

**THE THINGS YOU MUST DO 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 clerk of the court at the Alachua County Courthouse, 201 East University Avenue, Gainesville, Florida 32601.
- (2) Mail or give a copy of your written reason(s) to:

\_\_\_\_\_  
Plaintiff/Plaintiff's Attorney  
Plaignant/Avocat du Plaignant  
Demandante/Abogado del Demandante

\_\_\_\_\_  
Address  
Adresse  
Dirección



(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 the 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.

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IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN 5 WORKING DAYS AFTER THE DATE THAT THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME, YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

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(5) If the attached complaint also contains a claim for 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. 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.

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

J. K. Irby  
Clerk of the Circuit and County Court

By \_\_\_\_\_  
As Deputy Clerk

## NOTIFICACION DE DESALOJO/RESIDENCIAL

### SIRVASE LEER CON CUIDADO

Usted está siendo demandado por Demandante para exigirle que desaloje el lugar donde reside por los motivos que se expresan en la demanda adjunta.

Usted tiene derecho a ser sometido a juicio para determinar si se le puede exigir que se mude, pero ES NECESARIO que haga TODO lo que se le pide a continuación en un plazo de 5 días (no incluidos los sábados, domingos, ni días feriados) a partir de la fecha en que estos documentos se le entregaron a usted o a una persona que vive con usted, o se colocaron en su casa.

#### USTED DEBERA HACER LO SIGUIENTE:

(1) Escribir el (los) motivo(s) por el (los) cual(es) cree que no se le debe obligar a mudarse. El (Los) motivo(s) deberá(n) entregarse por escrito al secretario del tribunal en el Edificio de los Tribunales de Condado de Alachua County Courthouse, 201 East University Avenue, Gainesville, Florida 32601.

(2) Enviar por correo o darle su(s) motivo(s) por escrito a demandante/abogado del demandante.

(3) Pagarle al secretario del tribunal el monto del alquiler que la demanda adjunta reclama como adeudado, así como cualquier alquiler pagadero hasta que concluya el litigio. Si usted considera que el monto reclamado en la demanda es incorrecto, deberá presentarle al secretario del tribunal una moción para que el tribunal determine el monto que deba pagarse. Si usted presenta una moción, deberá adjuntarle a esta cualesquiera documentos que respalden su posición, y enviar por correo o entregar una copia de la misma al demandante/abogado del demandante.

(4) Si usted presenta una moción para que el tribunal determine el monto del alquiler que deba pagarse al secretario del tribunal, deberá comunicarse de inmediato con la oficina del juez al que se le haya asignado el caso para que programe una audiencia con el fin de determinar el monto que deba pagarse al secretario del tribunal mientras el litigio este pendiente.

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SI USTED NO LLEVA A CABO LAS ACCIONES QUE SE ESPECIFICAN ANTERIORMENTE EN UN PLAZO DE 5 DIAS LABORABLES A PARTIR DE LA FECHA EN QUE ESTOS DOCUMENTOS SE LE ENTREGARON A USTED O A UNA PERSONA QUE VIVE CON USTED, O SE COLOQUEN EN SUE CASA, SE LE PODRA DESALOJAR SIN NECESIDAD DE CELEBRAR UNA AUDIENCIA NI CURSARSELE OTRO AVISO

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(5) Si la demanda adjunta también incluye una reclamación por daños y perjuicios pecuniarios (tales como el incumplimiento de pago del alquiler), usted deberá responder a dicha reclamación por separado. Deberá exponer por escrito los motivos por los cuales considera que usted no debe la suma reclamada, y entregarlos al secretario del tribunal en la dirección que se especifica en el párrafo (1) anterior, así como enviar por correo o entregar una copia de los mismos al demandante/abogado del demandante en la dirección que se especifica en el párrafo (2) anterior. Esto deberá llevarse a cabo en un plazo de 20 días a partir de la fecha en que estos documentos se le entregaron a usted o a una persona que vive con usted. Esta obligación es aparte del requisito de responder a la demanda de desalojo en un plazo de 5 días a partir de la fecha en que estos documentos se le entregaron a usted o a una persona que vive con usted, o se coloquen en su casa.

## CITATION D'ÉVICTION/RESIDENTIELLE

### LISEZ ATTENTIVEMENT

Vous êtes poursuivi par Plaignant pour exiger que vous évacuez les lieux de votre résidence pour les raisons énumérées dans la plainte ci-dessous.

Vous avez droit à un procès pour déterminer si vous devez démanger, mais vous devez, au préalable, suivre les instructions énumérées ci-dessous, pendant les 5 jours (non compris le samedi, le dimanche, ou un jour férié) à partir de la date où ces documents ont été donnés à vous ou à la personne vivant avec vous, ou ont été affichés à votre résidence.

#### LISTE DES INSTRUCTIONS À SUIVRE:

- (1) Énumérez par écrit les raisons pour lesquelles vous pensez ne pas avoir à démanger. Elles doivent être remises au clerc du tribunal à Alachua County Courthouse, 201 East University Avenue, Gainesville, Florida 32601.
- (2) Envoyer ou donner une copie au Plaignant/Avocat du Plaignant.
- (3) Payer au clerc du tribunal le montant des loyers dus comme établi dans la plainte et le montant des loyers dus jusqu'à la fin du procès. Si vous pensez que le montant établi dans la plainte est incorrect, vous devez présenter au clerc du tribunal une demande en justice pour déterminer la somme à payer. Pour cela vous devez attacher à la demande tous les documents soutenant votre position et faire parvenir une copie de la demande au plaignant/avocat du plaignant.
- (4) Si vous faites une demande en justice pour déterminer la somme à payer au clerc du tribunal, vous devrez immédiatement prévenir le bureau de juge qui présidera au procès pour fixer la date de l'audience qui décidera quelle somme doit être payée au clerc du tribunal pendant que le procès est en cours.

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SI VOUS NE SUIVEZ PAS CES INSTRUCTIONS À LA LETTRE DANS LES 5 JOURS QUI SUIVENT LA DATE OÙ CES DOCUMENTS ONT ÉTÉ REMIS À VOUS OU À LA PERSONNE HABITANT AVEC VOUS, OÙ ONT ÉTÉ AFFICHÉS À VOTRE RÉSIDENCE, VOUS POUVEZ ÊTRE EXPULSÉS SANS AUDIENCE OU SANS AVIS PRÉALABLE.

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- (5) Si la plainte ci-dessus contient une demande pour dommages pécuniaires, tels des loyers arriérés, vous devez y répondre séparément. Vous devez énumérer par écrit les raisons pour lesquelles vous estimez ne pas devoir le montant demandé. Ces raisons données ou envoyées au plaignant/avocat du plaignant à l'adresse spécifiée le paragraphe (1) et une copie de ces raisons données ou envoyées au plaignant/avocat du plaignant à l'adresse spécifiée dans le paragraphe (2). Cela doit être fait dans les 20 jours suivant la date où ces documents ont été présentés à vous ou à la personne habitant avec vous. Cette obligation ne fait pas partie des instructions à suivre en réponse au procès d'éviction dans les 5 jours suivant la date où ces documents ont été présentés à vous ou à la personne habitant avec vous, ou affichés à votre résidence.

## FORM 8 — SUMMONS — DAMAGES CLAIM

If a lawsuit is filed to evict the tenant and recover back rent both summonses, Forms 7 and 8 should be prepared and delivered to the clerk of court at the time of filing the complaint. If the complaint seeks only to evict the tenant, only Form 63 need be prepared and delivered to the clerk with the complaint. The summons or summonses should be attached to a copy of the complaint and, after execution by the clerk, delivered to the sheriff or other authorized process server to be served upon the tenant.

SOURCE: [Fla. R. Civ. P. 1.070](#) (2010 )

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

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

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

-vs-

\_\_\_\_\_  
Defendant,

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

DIVISION: \_\_\_\_\_

**SUMMONS / PERSONAL SERVICE OF AN INDIVIDUAL**

THE STATE OF FLORIDA:

TO EACH SHERIFF OF THE STATE: You are hereby commanded to serve this Summons and a copy of the Complaint or Petition in this action on the Defendant:

Dated on \_\_\_\_\_, 20\_\_\_\_.



J. K. Irby  
Clerk of the Circuit Court

by: \_\_\_\_\_  
Deputy Clerk

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

If you are a person with a disability 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. Persons with a disability who need any accommodation in order to participate should call Jan Phillips, ADA Coordinator, Alachua County Courthouse, 201 E. University Ave, Gainesville FL 32601, (352)337-6237, within 2 working days of your receipt of this notice of sale; if you are hearing impaired call (800) 955-8771; if you are voice impaired, call (800) 955-8770.

\_\_\_\_\_  
Plaintiff/Plaintiff's Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
Florida Bar Number

### **IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como “Plaintiff/Plaintiff’s Attorney” (Demandante o Abogado del Demandante).

### **IMPORTANT**

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs a partir de la date de l'assignation de cette citation pour déposer une réponse écrite a la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obliges de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner a un service de référence d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au “Plaintiff/ Plaintiff’s Attorney” (Plaignant ou a son avocat) nomme ci-dessous.

## 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 )

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

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

Plaintiff,

vs.

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

Defendant.

**FINAL JUDGMENT – DAMAGES**

THIS ACTION came before the Court upon Plaintiff's Complaint for unpaid rent. On the evidence presented, it is

ADJUDGED that Plaintiff, \_\_\_\_\_ [insert Landlord's name], whose principal address is \_\_\_\_\_ [insert Landlord's address], recover from Defendant, \_\_\_\_\_ [insert Tenant's name], whose principal address is \_\_\_\_\_ 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.

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

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

Plaintiff,

vs.

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

Defendant.

**FINAL JUDGMENT – EVICTION**

\_\_\_\_\_ /

THIS ACTION came before the Court upon Plaintiff’s Complaint for Eviction. On the evidence presented, it is

ADJUDGED that Plaintiff, \_\_\_\_\_, [insert Landlord’s name] recover from Defendant, \_\_\_\_\_, [insert Tenant’s name] possession of the real property described as follows:

\_\_\_\_\_  
[insert legal or street description of rental premises including, if applicable, unit number] and \$ \_\_\_\_\_ as court costs, FOR WHICH LET WRITS OF POSSESSION AND EXECUTION NOW ISSUE.

ORDERED 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 )

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IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA 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)

J. K. Irby  
Clerk of the Court

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

This form was completed with the assistance of:

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

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

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

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 ALACHUA COUNTY, FLORIDA

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

Plaintiff,

vs.

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

Defendant.

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

**DEFAULT – RESIDENTIAL EVICTION**

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

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

CLERK OF THE COURT

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

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

This form was completed with the assistance of:

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

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

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

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



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

\_\_\_\_\_, CASE NO.:  
 [Insert name of Landlord] Plaintiff, \_\_\_\_\_ [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

**DEFAULT—DAMAGES (RESIDENTIAL EVICTION)**

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

DATE: \_\_\_\_\_ CLERK OF THE COURT  
 By: \_\_\_\_\_  
 Deputy Clerk

cc: \_\_\_\_\_ This form was completed with the assistance of:  
 [Insert name of Landlord] Name: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 [Insert name of Tenant] Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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

Plaintiff,

vs.

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

Defendant.

**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 ALACHUA COUNTY, FLORIDA

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

Plaintiff,

vs.

\_\_\_\_\_, **MOTION FOR DEFAULT FINAL**  
[Insert name of Tenant] **JUDGMENT—DAMAGES**  
Defendant. **(RESIDENTIAL EVICTION)**

\_\_\_\_\_ /

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

- 1. 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 ALACHUA COUNTY, FLORIDA

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

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

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 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 ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [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.: ( \_\_\_\_\_ ) \_\_\_\_\_