

Eviction Packet
for

NON-COMPLIANCE
(OTHER THAN FAILURE TO PAY RENT)

LANDLORD AND TENANT FORMS AND INSTRUCTIONS

The attached forms are designed for your use in the event of common landlord/tenant disputes. They should be used only for residential leases. If you have a commercial, agricultural, or personal 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 the 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 the lease and evict a tenant. Those 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 57 and 58 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 59 and 60 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. Forms 61 and 61A contain a complaint for either eviction or eviction and damages of unpaid rent. If the amount of damages exceeds \$15,000 you should not use this form. If the landlord wants to evict the tenant for breaches of the lease other than failure to pay rent, his suit may be for eviction only. Form 62 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, the 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 the 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 63 contains the form of the summons for eviction and Form 64 is 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 66 contains the form of a final judgment for eviction and Form 65 contains the form for a final judgment for damages. Once a landlord receive a final judgment for eviction, he must ask the clerk of the court to execute a Writ of Possession. The Writ of Possession should be delivered to the sheriff by the landlord for service on the tenant.

NOTICE FROM LANDLORD TO TENANT -- TERMINATION FOR NON-COMPLIANCE
OTHER THAN FAILURE TO PAY RENT
(Form 58)

Lease violations which entitle the landlord to send this notice include having or permitting unauthorized pets, unauthorized guests, or unauthorized vehicles; parking in an unauthorized manner or permitting such parking; failing to keep the premises clean and sanitary; or other activities not permitted by the lease.

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 lease without giving the tenant an opportunity to remedy. For the notice necessary to terminate the lease under these circumstances, see Florida Statute 83.52(2)(a).

The delivery of this written notice may be by mailing or delivery of a true copy to the premises, or, if the tenant is absent from the premises, by leaving a copy of the notice at the premises.

This written notice must be delivered, and the seven-day time period must run prior to any termination of the lease or any lawsuit for eviction.

SOURCE: Section 83.56(3), Florida Statutes (1990)

FORM 58
NOTICE FROM LANDLORD TO TENANT--TERMINATION FOR NONCOMPLIANCE
OTHER THAN FAILURE TO PAY RENT

To: _____
Tenant's Name

Address

City, State, Zip Code

From: _____

Date: _____

You are hereby notified that you are not complying with your lease in that [insert noncompliance] _____

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

Signature

Name of Landlord/Property Manager
(Circle one)

Address

City, State, Zip Code

Phone Number

EVICTION INFORMATION – FAILURE TO COMPLY WITH LEASE

FILING FEES AND COSTS

\$185.00 + \$10.00 FOR EACH SUMMONS ISSUED + \$2.50 EA > 5 DEFENDANTS. No Personal checks accepted. We only accept cash, cashier's checks, credit cards, and money orders made payable to Clerk of Courts. See Sheriff's Department for service information (***copy of Sheriff's fees are attached***)

The following list **All** of the items that **must** be provided to the Clerk when filing your case:

FOR ONE TENANT ONLY

- 1 original & 3 copies of **Complaint for Eviction for Failure to Comply with Lease** (form 62), front and back. (One copy will be returned to you with case number.)
- 3 copies of Lease (if applicable)
- 3 copies of **Notice**
- 3 copies of Eviction Summons/Residential (form 63) front and back
- **Mandatory**** 3 copies of French/Spanish (**NOTIFICACION DE DESALOJO/RESIDENCIAL** and **CITATION D'EVICION/RESIDENTIELLE**), front and back
- 1 original **Certificate of Mailing**
- 1 Envelope – minimum \$.88 postage – addressed to each individual tenant – No return address. Please note that postage needs to be sufficient for 1 copy of Complaint, Lease, Notice, and Eviction summons, (Spanish and French versions included).

FOR TWO TENANTS

- 1 original & 5 copies of **Complaint for Eviction for Failure to Comply with Lease** (form 62), front and back, (One copy will be returned to you with case number.)
- 5 copies of lease (if applicable)
- 5 copies of **Notice**
- 5 copies of Eviction Summons/residential (form 63), front and back
- **Mandatory**** 5 copies of French/Spanish (**NOTIFICACION DE DESALOJO/RESIDENCIAL** and **CITATION D'EVICION/RESIDENTIELLE**), front and back
- 1 original **Certificate of Mailing**
- 2 envelopes – minimum \$.88 postage – addressed to each individual tenant – No return address. Please note that postage needs to be sufficient for 1 copy of Complaint, Lease, Notice, and Eviction Summons (Spanish and French versions included).

Schedule of Civil Process Fees - Effective July 1, 2009

JSO Civil Unit/Room 219 - Sgt. J. M. Mike (904) 630-2141, Officer L. L. Hackett (904) 630-2142, Officer R. M. Pankhurst, (904) 630-2184, or Mike Lamb (904) 630-6248

Non-Enforceable Process	
Summons, notices, garnishments and all other types of process involving service only includes alias and pluries.	\$40.00
Foreign Non-Enforceable Process	
Requiring service only, performed per Florida statute and prepared on sheriff's return includes alias and pluries	\$40.00
Enforceable Process	
Domestic violence, repeat, dating, and sexual injunctions (to include foreign)	\$0.00
Writ of body attachment (in county)	\$90.00
Writ of body attachment (out of county) plus actual cost of returning person to Duval County	\$90.00
Replevin*	\$90.00
Writ of possession (eviction)*	\$90.00
Writ of attachment	\$90.00
All other enforceable process	\$90.00
Executions*	
(Advance Deposit For Levy, Pursuant To F.S. 30.231)	
For each automobile, small truck, motorcycle, small boat	\$2000.00
For each large truck, bus	\$2300.00
Other large equipment or items will be determined by supervisor or enforceable writs officer in the civil unit	TBD
Real property (each parcel)	\$1000.00
Business	TBD

***Additionally, beyond the first hour, expenses incurred for officer subsequently scheduled stand-by time or to conduct an inventory will be at \$46.00 per hour per officer.**

Note: Fees are payable upon receipt of civil process
 Fees are non-refundable, per Florida Statute 30.231(4)
 Fees are per party to be served
 For a copy of the sheriff's return/affidavit a stamped self-addressed envelope must be provided with your initial process

(Form 62)

**IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA**

CASE NO: _____

DIVISION: _____

(Insert name of Landlord)
Plaintiff(s)

vs.

(Insert name of Tenant)
Defendant(s)

**COMPLAINT FOR EVICTION FOR FAILURE TO COMPLY WITH LEASE
(OTHER THAN FAILURE TO PAY RENT)**

Plaintiff, _____, sues Defendant, _____
and alleges:

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

(insert legal or street description of rental property including unit number)

3. Defendant has possession of the property under (circle one) oral/written agreement to pay rent of \$ _____ payable _____
(insert rental amount) (insert terms of rental payments, i.e., weekly, monthly, etc)

A copy of the written agreement, if applicable, is attached hereto as Exhibit "A."

4. Plaintiff served Defendant with a notice on _____ giving written
(insert date of notice)
notice to the Defendant that the Defendant was in violation of his rental agreement. A copy of
the notice is attached as Exhibit "B."

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

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

Signature

Name of Landlord/Property Manager
(Circle one)

Address

City, State, Zip Code

Phone Number

(Form 63)

**IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA**

CASE NO: _____

DIVISION: _____

(Insert name of Landlord)

Plaintiff(s)

vs.

(Insert name of Tenant)

Defendant(s)

EVICITION SUMMONS - RESIDENTIAL

TO: _____

(Name)

(Address)

(Phone number)

PLEASE READ CAREFULLY

You are being sued by _____ to require you to move out of the
(insert Landlord's name)

place where you are living for the reasons given in the attached complaint. You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the things listed below. You must do them within 5 days (not including Saturday, Sunday or 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 reasons why you think you should not be forced to move. The written reasons must be given to the Court Clerk at Duval County, 501 West Adams Street, Room 1048, Jacksonville, Florida 32202.

2. Mail or take a copy of your written reasons to: *(insert Plaintiff's name and address)*

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.

IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN FIVE (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.

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 or were posted at your home. This obligation is separate from the requirement of answering the claim for eviction within 5 working days after these papers were given to you or to a person who lives with you or were posted at your home.

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

You are commanded to serve this Summons and a copy of the Complaint in this lawsuit on the above-named Defendant.

DATED on _____

RONNIE FUSSELL
CLERK OF THE COURT
DUVAL COUNTY, FLORIDA

By: _____

As Deputy Clerk

* Any payment into the registry of the Court must be tendered by cash, cashier's check or money order and must be accompanied by payment of the Clerk's registry fee of 3% of the first \$500.00 deposited and 1.5% of each subsequent \$100.00.

NOTIFICACION DE DESALOJO/RESIDENCIAL

SIRVASE LEER CON CUIDADO

Usted esta siendo demandado por _____ 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 continuacion en un plazo de 5 dias (no incluidos los sabados, domingos, ni dias 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) debera(n) entregarse por escrito al secretario del tribunal en el Edificio de los Tribunales de Condado de Jacksonville, Florida.

(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, asi como cualquier alquiler pagadero hasta que concluya el litigio. Si usted considera que el monto reclamado en la demanda es incorrecto, debera presentarle al secretario del tribunal una mocion para que el tribunal determine el monto que deba pagarse. Si usted presenta una mocion, debera adjuntarle a esta cualesquiera documentos que respalden su posicion, y enviar por correo o entregar una copia de la misma al demandante/abogado del demandante.

(4) Si usted presenta una mocion para que el tribunal determine el monto del alquiler que deba pagarse al secretario del tribunal, debera 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.

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 SU CASA, SE LE PODRA DESALOJAR SIN NECESIDAD DE CELEBRAR UNA AUDIENCIA. NI CURSARSELE OTRO AVISO

(5) Si la demanda adjunta tambien incluye una reclamacion por danos y peducios pecunarios (tales como el incumplimiento de pago del alquiler), usted debera responder a dicha reclamacion por separado. Debera exponer por escrito los motivos por los cuales considera que usted no debe la surna reclamada, y entregarlos al secretario del tribunal en la direccion que se especifica en el parrafo (1) anterior, asi como enviar por correo o entregar una copia de los mismos al demandante/abogado del demandante en la direccion que se especifica en el parrafo (2) anterior. Esto debera llevarse a cabo en un plazo de 20 dias 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. Esta obligacion es aparte del requisito de responder a la demanda de desalojo en un plazo de 5 dias 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'EVICITION/RESIDENTIELLE

LISEZ ATTENTIVEMENT

Vous êtes poursuivi par _____ 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 déménager, 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 A SUIVRE:

(1) . Énumérer par écrit les raisons pour lesquelles vous pensez ne pas avoir à déménager. Elles doivent être remises au clerc du tribunal à Duval County Courthouse Jacksonville, Florida.

(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 injuste pour déterminer la somme à payer au clerc du tribunal, vous devez 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.

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

(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 écrites doivent être données au clerc du tribunal à l'adresse spécifique dans le paragraphe (1) et une copie de ces raisons donnée ou envoyée 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, ou affichés à votre résidence. 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.

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

CASE NO. _____

DIV. _____

Plaintiff,

vs.

Defendant.

CERTIFICATE OF MAILING

I, RONNIE FUSSELL, Clerk of the Circuit and County Courts, Duval County, Florida, do hereby
certify that a copy of the summons and complaint in this cause has been mailed by first class mail to
the defendant(s) _____

_____ at _____

the address provided by the landlord, in accordance with Section 48.183 (2), Florida Statutes.

Witness my hand and seal at Jacksonville, Florida and dated this _____ day of
_____, 20_____

Ronnie Fussell
CLERK OF THE CIRCUIT AND COUNTY COURTS
DUVAL COUNTY, FLORIDA

By: _____
Deputy Clerk

OBTAINING YOUR FINAL JUDGMENT FOR EVICTION

The tenant will have five (5) business days after service (this excludes the date of service, Saturday, Sunday, and holidays) to file a written response to a complaint for eviction. If the tenant fails to file a written response, you are entitled to a judgment by default. File ALL of the following original documents with the clerk no sooner than the 6th business day after service:

- Form 76 - MOTION FOR CLERK'S DEFAULT - RESIDENTIAL EVICTION
- Form 78 - MOTION FOR DEFAULT FINAL JUDGMENT - RESIDENTIAL EVICTION
- Form 81 - NONMILITARY AFFIDAVIT (front and back). **Must be notarized.**
- Form 66 - FINAL JUDGMENT EVICTION -File 1 original and 2 copies (based on one tenant). 1 additional copy required for each additional tenant.
- One self-addressed stamped envelope (no return address).
- One addressed stamped envelope for each tenant (no return address).

Once the judge has entered the Final Judgment, you may request the clerk to issue you a Writ of Possession for service on the tenant.

(Form 76)

**IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA**

CASE NO: _____

DIVISION: _____

(Insert name of Landlord)

Plaintiff(s)

vs.

(Insert name of Tenant)

Defendant(s)

MOTION FOR CLERK'S DEFAULT - RESIDENTIAL EVICTION

Plaintiff asks the clerk to enter a default against _____, Defendant, for failing to respond as required by law to plaintiffs complaint for residential eviction.

Plaintiff s Name

Address

Telephone 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: _____

RONNIE FUSSELL
CLERK OF THE COURT
DUVAL COUNTY, FLORIDA

By: _____
As Deputy Clerk

cc: _____
(Insert name and address of Tenant)

(Form 78)

**IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA**

CASE NO: _____

DIVISION: _____

(Insert name of Landlord)

Plaintiff(s)

vs.

(Insert name of Tenant)

Defendant(s)

MOTION FOR DEFAULT FINAL JUDGMENT - RESIDENTIAL EVICTION

Plaintiff asks the court to enter a Default Final Judgment against _____
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 _____
(insert date)

WHEREFORE, Plaintiff asks this Court to enter a Final Judgment For Residential Eviction
against Defendant.

Plaintiff s Name

Address

Telephone Number

cc: _____
(Insert name and address of Tenant)

(Form 81)

**IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA**

CASE NO: _____

DIVISION: _____

(Insert name of Landlord) Plaintiff(s)

vs.

(Insert name of Tenant) Defendant(s)

NON-MILITARY AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF DUVAL }

_____, being first duly sworn, states under penalty of perjury:
[print name]

1. ___ That I know of my own personal knowledge that the respondent is not on active duty in the armed forces of the United States.
2. ___ That I have inquired of the armed forces of the United States and the U.S. Public Health Service to determine whether the respondent, _____, is a member of the armed services and am attaching certificates stating that the respondent is not now in the armed forces.

DATED: _____

Signature of Affiant

Name: _____

Address: _____

Telephone No. _____

Acknowledged before me on _____, by _____, who ___ is personally known to me / ___ produced _____ as identification, and who ___ did / ___ did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA

Name: _____

Commission No.: _____

My Commission Expires: _____

I CERTIFY that I have mailed, telefaxed and mailed, or hand delivered a copy of this affidavit to Attorney for opposing party/Pro se party at the name and address, telefax number below:

Name: _____

Address: _____

Telefax No.: _____

(Form 66)

**IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA**

CASE NO: _____

DIVISION: _____

(Insert name of Landlord)

Plaintiff(s)

VS.

**FINAL JUDGMENT
EVICTION**

(Insert name of Tenant)

Defendant(s)

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

ADJUDGED that the Plaintiff, _____, recover from

Defendant, _____, possession of the

real property described as follows: _____

(insert legal or street description of rental premises including, if applicable, unit number)

and \$_____ as court costs, for which let Writs of Possession and Execution now issue.

ORDERED in Jacksonville, Duval County, Florida on _____

COUNTY JUDGE

cc: (Landlord) _____

(Tenant) _____
