

**LANDLORD
AND
TENANT
FORMS
INSTRUCTIONS**

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**\$6.45
43 PAGES**

LANDLORD AND TENANT FORMS – INSTRUCTIONS

Dear Landlord or Tenant:

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 any Florida Statute referred to.

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 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. Form 61 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 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 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 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 67. 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 68 provides you with the form for a Notice of Intent to Claim Security Deposit.

Notice: Additional Requirement

Service of Process in Action for Possession of Premises

Section 48.183 Florida Statutes

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

FORM 57 — 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 property.

This notice must be delivered, and the three-day time period must run, before starting suit to evict the tenant or to recover past due rent.

SOURCE: Section 83.56(3), Florida Statutes (2005).

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 _____,
(insert address of leased premises, including county)
Florida, 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 _____,
[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

City, State, Zip Code

(_____)
Phone Number

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

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

Lease violations which entitle the landlord to send this notice including 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 law suit for eviction.

SOURCE: Section 83.56(2)(b), Florida Statutes (2005).

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 you being given an opportunity to cure the noncompliance.

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 59 — 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 section 83.51(1), Florida Statutes, and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after notice is given and if the landlord fails to make the required repairs. Section 83.51(1) provides as follows:

83.51 Landlord's obligation to maintain premises.

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.

SOURCE: Section 83.56, Florida Statutes (2005).

To: _____
Landlord's Name

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 apartment as required by Florida Statute 83.51(1) and our lease agreement. If you do not complete the following repairs in the next seven days I will terminate the lease, move out, and hold you responsible for any damages resulting from the termination:

[list Landlord's violations]

Signature

Tenant's Name _____

Address, Unit Number

Phone Number _____

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone No.: (_____) _____

FORM 60 — 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 the above notice and allowing the landlord time to make repairs. If the repairs are not made the tenant may withhold rent. 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 59.

SOURCE: Section 83.56, Florida Statutes (2005).

To: _____
Landlord's Name

Address

City, State, Zip Code

From: _____
Tenant

Date: _____

This is to inform you that you are not maintaining my apartment unit as required by Florida Statute 83.51(1) or material provisions of our lease agreement. If you do not complete the following repairs within seven days I intend to withhold all future rental payments:

[list violations]

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 61 – COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO PAY RENT

FORM 61A -- COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO PAY RENT AND TO RECOVER PAST DUE RENT

Form 61 should be used if only eviction of the tenants is sought. See Fla. R. Civ. Proc. 1.947 (2005). Form 61A should be used to evict the tenants and recover damages (past due rent).

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

CASE NO.: _____
(insert case number assigned
by the Clerk of the Court)

(Insert name of Landlord)
Plaintiff,

COMPLAINT FOR EVICTION

vs.

(Insert name of Tenant)
Defendant.
_____ /

Plaintiff, _____ sues Defendant, _____,
(insert name of Landlord) (insert name of Tenant)
and alleges:

1. This is an action to evict a tenant from real property in _____
(county where rental property is located)
County, Florida.

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

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

3. Defendant has possession of the property under a/an (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 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.: (_____) _____

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

The Florida Bar 1993

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

CASE NO.: _____
(insert case number assigned
by the Clerk of the Court)

(Insert name of Landlord)

Plaintiff,

vs.

**COMPLAINT FOR EVICTION
AND DAMAGES**

(Insert name of Tenant)

Defendant.
_____ /

Plaintiff, _____ sues Defendant, _____,
(insert name of Landlord) (insert name of Tenant)
and alleges:

COUNT I
Tenant Eviction

1. This is an action to evict a tenant from real property in _____
(county where rental property is located)
County, Florida.

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

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

3. Defendant has possession of the property under an/a (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 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)

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

The Florida Bar 1993

to pay the rent or deliver possession but Defendant refuses to do either. A copy of the notice is attached as Exhibit "B."

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

COUNT II
Damages

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

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

8. Defendant owes Plaintiff \$ _____ that is due with interest
(insert past due rent amount)
since _____, 20__.
(insert date of last rental payment tenant failed to make)

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

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 62 – COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO COMPLY WITH LEASE (OTHER THAN FAILURE TO PAY
RENT)

No instructions.

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

CASE NO.: _____
(insert case number assigned
by the Clerk of the Court)

(Insert name of Landlord)

Plaintiff,

vs.

(Insert name of Tenant)

Defendant.

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

Plaintiff, _____ sues Defendant, _____,
(insert name of Landlord) (insert name of Tenant)
and alleges:

1. This is an action to evict a tenant from real property in _____
(county where rental property is located)
County, Florida.

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

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

3. Defendant has possession of the property under a/an (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 any, is attached as Exhibit "A."

4. Plaintiff served Defendant with a notice on _____, 20____, giving
(insert date of notice)
written notice to the Defendant that the Defendant was in violation of his rental agreement. A
copy of said notice, setting forth the violations of the rental agreement, is attached as Exhibit "B."

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

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone No.: (_____) _____

FORM 63 — 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 64.

**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: _____

5-DAY EVICTION SUMMONS

(Summary Procedure pursuant to Sections 51.011, 83.56, 83.59, 83.60 and 83.625, Florida Statutes)

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
Direccion

(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 document 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 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 _____, _____.

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

By _____
As Deputy Clerk

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. Please contact Court Administration, 201 East University Ave., Gainesville, FL 32601, at (352) 374-3639, within 2 working days of your receipt of this summons. If you are hearing or voice impaired, call (800) 955-8771; if you are voice impaired, call (800) 955-8770

CITATION D'EVICION/RESIDENTIELLE

LISEZ ATTENTIVEMENT

Vous etes poursuivi par Plaignant pour exiger que vous evacuez les lieux de votre residence pour les raisons enumerees dans la plainte ci-dessous.

Vous avez droit a un proces pour determiner si vous devez demenager, mais vous devez, au prealable, suivre les instructions enumerees ci-dessous, pendant les 5 jours (non compris le samedi, le dimanche, ou un jour ferie) a partir de la date ou ces documents ont ete donnes a vous ou a la personne vivant avec vous, ou ont ete affichees a votre residence.

LISTE DES INSTRUCTIONS A SUIVRE:

(1) Enumerer par ecrit les raisons pour lesquelles vous pensez ne pas avoir a demenager. Elles doivent etre remises au clerc du tribunal a 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 etabli dans la plainte et le montant des loyers dus jusqu'a la fin du proces. Si vous pensez que le montant etabli dans la plainte est incorrect, vous devez presenter au clerc du tribunal une demande en justice pour determiner la somme a payer. Pour cela vous devez attacher a 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 determiner la somme a payer au clerc du tribunal, vous devrez immediatement prevenir le bureau de juge qui presidera au proces pour fixer la date de l'audience qui decidera quelle somme doit etre payee au clerc du tribunal pendant que le proces 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 ETE REMIS A VOUS OU A LA PERSONNE HABITANT AVEC VOUS, OU ONT ETE AFFICHES A VOTRE RESIDENCE, VOUS POUVEZ ETRE EXPULSES SANS AUDIENCE OU SANS AVIS PREALABLE

(5) Si la plainte ci-dessus contient une demande pour dommages pecuniaires, tels des loyers arrieres, vous devez y repondre separement. Vous devez enumerer par ecrit les raisons pour lesquelles vous estimez ne pas devoir le montant demande. Ces raisons ecrites doivent etre donnees au clerc du tribunal a l'adresse specifiee dans le paragraphe (1) et une copie de ces raisons donnee ou envoyee au plaignant\avocat du plaignant a l'adresse specifiee dans le paragraphe (2). Cela doit etre fait dans les 20 jours suivant la date ou ces documents ont ete presentes a vous ou a la personne habitant avec vous, ou affichees a votre residence. Cette obligation ne fait pas partie des instructions a suivre en reponse au proces d'eviction dans les 5 jours suivant la date ou ces documents ont ete presentes a vous ou a la personne habitant avec vous, ou affichees a votre residence.

NOTIFICACION DE DESALOJO/RESIDENCIAL

SIRVASE LEER CON CUIDADO

Usted esta 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 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 scrito 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, 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 secetrario 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 determiner 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 SUE 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 perjuicios 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 suma 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 do 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 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.

FORM 64 — SUMMONS — DAMAGES CLAIM

If a lawsuit is filed to evict the tenant and recover back rent both summonses, Forms 63 and 64 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.

_____,
Plaintiff,
-VS-
_____,
Defendant,
_____ /

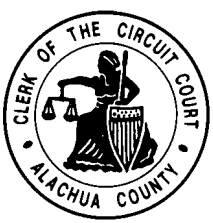
Case No.: _____
DIVISION: _____

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. "Buddy" 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. Please contact the Court Administrator's Office by phone at (352) 374-3639 or in person or in writing at 201 E University Ave, Gainesville FL 32601 within 2 working days of your receipt of this notice; 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 à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés 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 à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à 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 à son avocat) nommé ci-dessous.

FORM 65 — 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 on 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.

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

CASE NO.: _____
(insert case number assigned
by the Clerk of the Court)

(Insert name of Landlord)
Plaintiff,

vs.

**FINAL JUDGMENT –
DAMAGES**

(Insert name of Tenant)
Defendant.
_____ /

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

ADJUDGED that Plaintiff, _____, recover from
(insert Landlord's name)
Defendant, _____, the sum of \$_____ with costs in the sum of
(insert Tenant's name)
\$_____, making a total of \$ _____, that shall bear interest at the legal rate 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: _____

Phone Number: (_____) _____

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

The Florida Bar 1993

FORM 66 — FINAL JUDGMENT — EVICTION

No instructions.

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

CASE NO.: _____
(insert case number assigned
by the Clerk of the Court)

(Insert name of Landlord)
Plaintiff,

vs.

**FINAL JUDGMENT –
EVICTION**

(Insert name of Tenant)
Defendant.
_____ /

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

ADJUDGED that Plaintiff, _____, recover from Defendant,
(insert Landlord's name)

_____, possession of the real property described as follows:
(insert Tenant's name)

(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: _____

Phone Number: (_____) _____

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

The Florida Bar 1993

FORM 67 — 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, if necessary, to forcibly evict the tenant after 24 hours from the time of service.

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

CASE NO.: _____
(insert case number assigned
by the Clerk of the Court)

(Insert name of Landlord)
Plaintiff,

WRIT OF POSSESSION

vs.

(Insert name of Tenant)
Defendant.
_____ /

STATE OF FLORIDA
TO THE SHERIFF OF _____ COUNTY, FLORIDA:
(insert county in which rental property is located)

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

DATED on _____.

Clerk of the Court

(SEAL)

By: _____
Deputy Clerk

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

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

FORM 68 — NOTICE OF INTENTION TO IMPOSE CLAIM
ON SECURITY DEPOSIT

A landlord must return a tenant's security deposit 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. If the landlord does not send the notice within the 15 day period he cannot keep the security deposit. If the tenant does not object to the notice, 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)(a), Florida Statutes (2005).

To: _____
Tenant's Name

Address

City, State, Zip Code

Date: _____

This is a notice of my intention to impose a claim for damages in the amount of
\$ _____ upon your security deposit due to _____
(insert amount of damages)

(insert damage done to premises or other reason for claiming security deposit)

It 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 76 — MOTION FOR CLERK’S DEFAULT— RESIDENTIAL EVICTION

FORM 77 — MOTION FOR CLERK’S DEFAULT— DAMAGES (RESIDENTIAL
EVICTION)

FORM 78 — MOTION FOR DEFAULT FINAL JUDGMENT — RESIDENTIAL EVICTION

FORM 79 — MOTION FOR DEFAULT FINAL JUDGMENT — DAMAGES
(RESIDENTIAL EVICTION)

FORM 80 — AFFIDAVIT OF DAMAGES

FORM 81 — NONMILITARY AFFIDAVIT

The tenant will have five days, after service, to file a written response to a complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. IF the tenant fails to file a written response in that time you are entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a clerk’s default should be obtained by delivering to the clerk of the court an executed Motion for Clerk’s Default. Form 76 should be used to obtain a clerk’s default when the tenant has failed to respond to an eviction complaint and Form 77 should be used to obtain a clerk’s default when the tenant has failed to respond to a complaint for back rent and damages. In order to be entitled to a default, Form 81, Nonmilitary Affidavit, must be filed with the clerk.

Second, based on the clerk’s default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the court a Motion for Default Final Judgment – Residential Eviction (Form 78) and/or a Motion for Default Final Judgment – Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). If you are not 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.

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

CASE NO.: _____

(Insert name of Landlord)

Plaintiff,

vs.

**MOTION FOR CLERK'S DEFAULT
RESIDENTIAL EVICTION**

(Insert name of Tenant)

Defendant.

_____ /

Plaintiff asks the clerk to enter a default against _____, Defendant,
(insert name of Tenant)
for failing to respond as required by law to plaintiff's complaint for residential eviction.

Signature

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

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone No.: () _____

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

CASE NO.: _____

(Insert name of Landlord)

Plaintiff,

vs.

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

(Insert name of Tenant)

Defendant.

_____ /

Plaintiff asks the clerk to enter a default against _____, Defendant,
(insert name of Tenant)
for failing to respond as required by law to plaintiff's complaint for damages.

Signature

Name _____

Address _____

(_____) _____

Phone Number

DEFAULT — DAMAGES

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

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone No.: (_____) _____

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

CASE NO.: _____

_____,
(Insert name of Landlord)

Plaintiff,

vs.

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

_____,
(Insert name of Tenant)

Defendant.

_____ /

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]

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, IN AND FOR
_____ COUNTY, FLORIDA

CASE NO.: _____

_____,
(Insert name of Landlord)

Plaintiff,

vs.

_____,
(Insert name of Tenant)

Defendant.

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

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

1. Plaintiff filed a complaint for damages against the Defendant.
2. Plaintiff has failed to timely file an answer and a 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 the Defendant.

I CERTIFY that I ___ mailed, ___ telefaxed 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 telefax number if sent by telefax]

Name _____

Address _____

Phone No. (_____) _____

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone No.: (_____) _____

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

CASE NO.: _____

_____,
(Insert name of Landlord)

Plaintiff,

vs.

AFFIDAVIT OF DAMAGES

_____,
(Insert name of Tenant)

Defendant.

STATE OF FLORIDA)
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____,
[name]

who being first duly sworn, says:

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 \$ _____ per _____.
[rental amount] [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 \$ _____ as alleged in the complaint plus interest.
[past due rent amount]

6. Defendant owes Plaintiff \$_____ as alleged in the complaint plus
[amount of other damages]
interest.

Name _____

Acknowledged before me on _____, by _____, who
[date] [name]
_____ is personally know to me/ _____ produced _____ as identification,
[document]
and who _____ did/ _____ did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA

Name: _____

Commission No.: _____

My Commission Expires: _____

I CERTIFY that I ___ mailed, ___ telefaxed 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 telefax number if sent by telefax]

This form was completed with the assistance of:

Name: _____

Address: _____

Telephone No.: (_____) _____

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

CASE NO.: _____

_____,
(Insert name of Landlord)

Plaintiff,

vs.

NONMILITARY AFFIDAVIT

_____,
(Insert name of Tenant)

Defendant.

STATE OF FLORIDA
COUNTY OF _____

_____, being first duly sworn, states under penalty of perjury:

- ___ 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 have attached 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
____ [document]
___ 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 motion on
_____ to: Attorney for opposing party/ Pro se party at the name and address, telefax
number below:

Name _____
Address _____
Telefax No. _____

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