

LANDLORD TENANT RESIDENTIAL EVICTION

GENERAL INFORMATION NOTICE

*Information or forms provided the Clerk of Circuit Court should be considered as basic procedural information only and may not be applicable to every situation. The information is not intended to be used as legal advice. If you have questions or concerns about these forms, instructions, commentary, the use of the forms or your legal rights, it is **strongly** recommended that you talk to an attorney. Because the law does change, the forms and information about them may have become outdated, you should be aware that changes may have taken place in the law or court rules that would affect the accuracy of the forms or instructions*

Starting the Eviction Process

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

UNPAID RENT

Three-Day Notice

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

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

BREACH OF LEASE THAT CAN BE CORRECTED

Seven-Day Notice with Cure

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

BREACH OF LEASE THAT CANNOT BE CORRECTED

Seven-Day Notice without Cure

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

TERMINATION OF AGREEMENT

Fifteen-Day Notice

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

Filing the Eviction Court Case

If the tenants have not moved or **have not paid their rent** within the time specified on the notice, you may file an eviction court case to evict the tenant(s). Choose, complete and file one of the complaint forms contained in this packet. The filing fee for evictions is \$85.00 and \$5.00 for each additional tenant. Please make all checks for the filing fees payable to the **Wakulla County Clerk of Circuit Court**. After the landlord files his/her Complaint for Eviction, a summons is prepared and sent to the Sheriff's Office to serve on the tenant for a fee of \$20.00 **per tenant named**. In an eviction with damages, two different summonses are served on the tenant. Therefore, the service fee will be **\$40.00 per tenant**. This fee is to be paid by cash, money order or check made payable to the **Wakulla County Sheriff's Office**.

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

NOTE: An agent for owner, **with written authorization of owner**, may serve the notice and file the complaint. Owner or owner's **attorney** are required to sign motions for default and motions for default judgment. If a hearing is held, Owner or owner's **attorney** are required to attend.

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

What Happens After The Tenant Is Served?

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

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

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

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

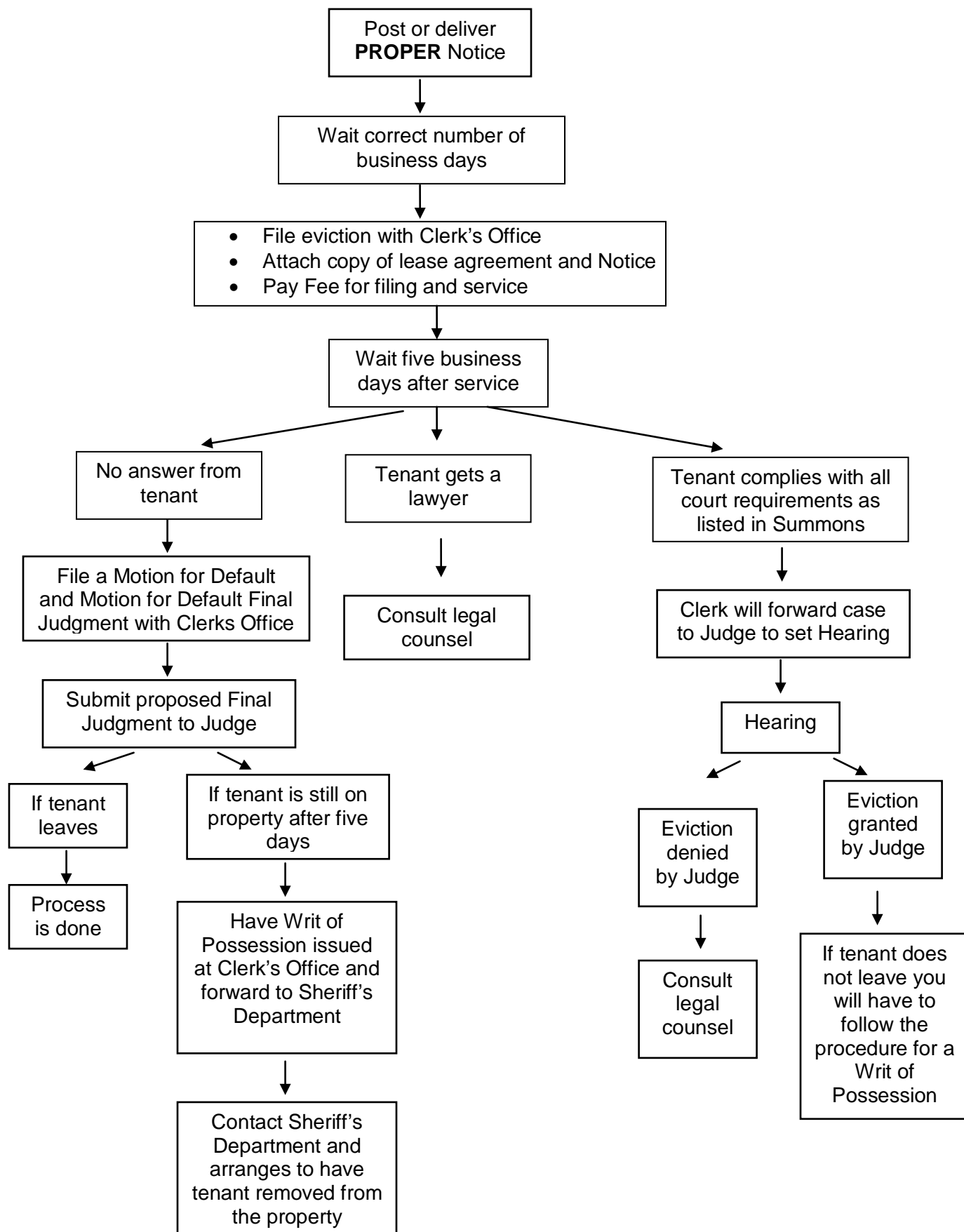
If the tenant does not move or does not answer as stated above within the time allowed by law, the landlord is entitled to a default. The landlord must formally request the Clerk enter a default by filing a Motion for Default.

The default is then entered and a proposed Final Judgment is forwarded to the Judge. If the judgment is signed, the landlord will be entitled to a Writ of Possession five days after the Final Judgment is entered. The landlord will then need to take the Writ of Possession to the Sheriff's Office and set up the time for the Writ of Possession to be served. **The Sheriff's fee to serve the Writ of Possession is \$70.00.** As soon as the Sheriff's Office receives and serves the Writ of Possession, the tenant will have 24 hours to vacate the premises.

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

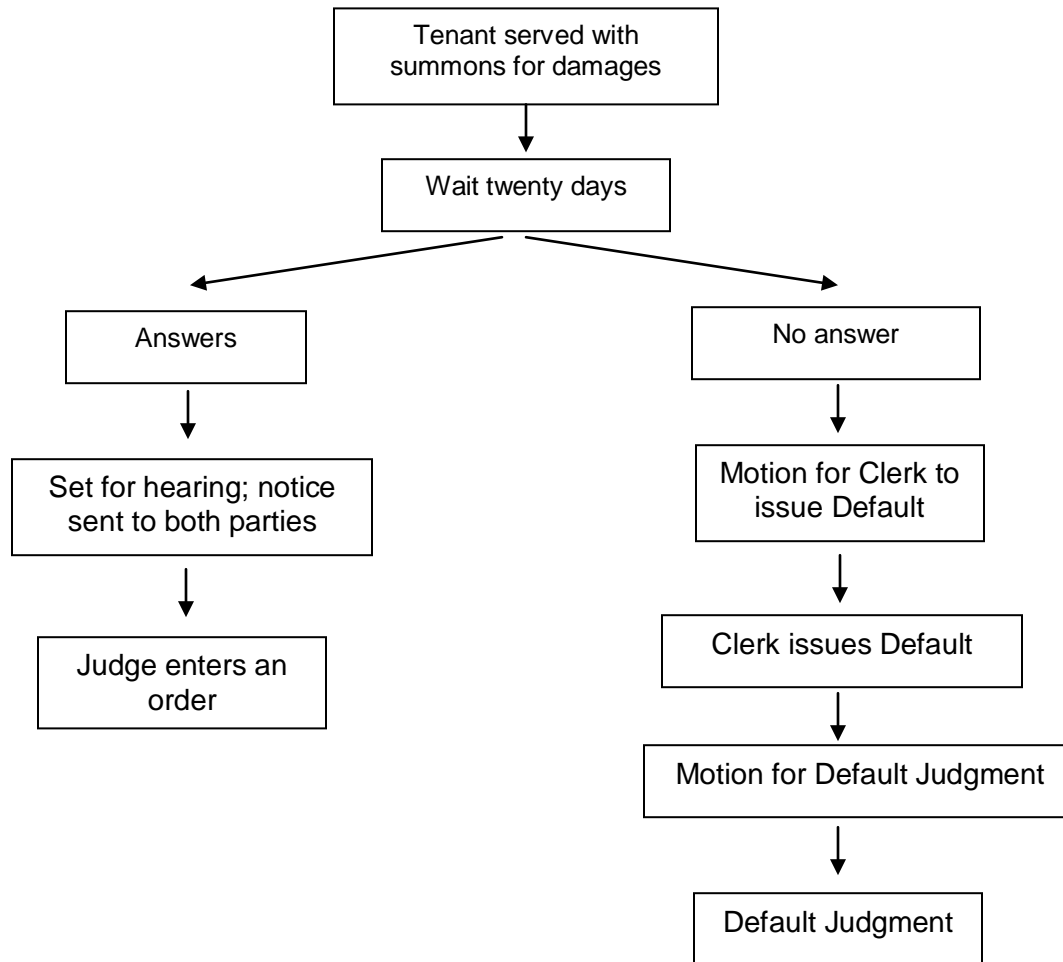
Wakulla County Clerk of Circuit Court
3056 Crawfordville Highway
Crawfordville, Florida 32327
Phone: 850-926-0323

EVICTION



EVICTION WITH DAMAGES

An eviction with damages is a two-step process. The normal eviction process will be followed, and at the same time a separate action for the damages will occur. A separate summons for the damages action will be issued and served on the Tenant. It is possible to have the Tenant removed under the normal eviction process before the twenty days are up.



Three-Day Notice to pay rent or deliver possession

Date: _____

To _____ and all others in possession of _____
_____ located in _____, Wakulla County
Florida.

You are hereby notified that you are indebted to me in the sum of \$_____ for rent and use
of the premises above, now occupied by you. Your rent in the amount of \$_____ per
_____ is due on the _____ day of each _____.

I demand payment of the said rent or possession of said premises within three days (excluding
weekends and holidays) of delivery of this notice, to wit: on or before _____, 20____.

This notice is given to you pursuant the Florida Statutes section 83.56(3). Govern yourself
accordingly.

____ Notice hand delivered	
____ Notice posted	
By: _____	
____ Date	____ Due Date

Signature

Printed Name

Address

City/State/ZIP

SEVEN-DAY NOTICE (With Cure)

To: _____
Tenant's Full Name

Tenant's Address

Tenant's City, State, ZIP

From: _____

Date: _____

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

_____,

on the following described property: _____

_____, Florida.

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

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

<input type="checkbox"/> Notice hand delivered	
<input type="checkbox"/> Notice posted	
By: _____	

Date	_____
	Due Date

Landlord's Signature

Landlord's Address

Landlord's Telephone Number

SEVEN-DAY NOTICE (Without Cure)

To: _____
Tenant's Full Name

Tenant's Address

Tenant's City, State, ZIP

From: _____

Date: _____

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

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

_____, Florida.

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

_____.

<input type="checkbox"/> Notice hand delivered
<input type="checkbox"/> Notice posted
By: _____
_____ _____
Date Due Date

Landlord's Signature

Landlord's Address

Landlord's Telephone Number

FIFTEEN-DAY NOTICE OF TERMINATION OF TENANCY

TO: _____
Tenant's Name

Address

FROM: _____
Landlord's Name

DATE: _____

You are hereby notified that your tenancy is hereby terminated and you are to remove yourself from the property described as: _____, in Wakulla County, Florida, and deliver possession to the undersigned within fifteen (15) days from the date of service of this notice, to-wit: (Date)_____.

Signature

Printed Name of Landlord/Property Owner

Address

City, State and Zip Code

Telephone

PROOF OF SERVICE

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

- ___ On _____, 20___, I handed the Notice to the tenant.
- ___ I handed the Notice to a person of suitable age (over 15 years of age) and discretion at the tenant's residence on _____, 20___.
- ___ I posted the Notice in a conspicuous place at the tenant's residence on _____, 20___.

Executed on _____, 20___.

Landlord

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

CASE NO: _____

Landlord

vs.

Tenant

COMPLAINT FOR EVICTION – NON-PAYMENT OF RENT

Landlord sues Tenant and alleges:

1. This is an action to evict a Tenant from real property in Wakulla County, Florida.
2. Landlord owns the following described real property in said county:

3. Tenant has possession of the property under an oral or written agreement (circle one) to pay rent of \$ _____, payable _____ (weekly, monthly, etc). A copy of the written agreement, if any, is attached as Exhibit "A."
4. Tenant failed to pay the rent due on the _____ day of _____, 20____, (and subsequent thereof), and is there now due and owing from the Tenant to the Landlord rent of \$ _____, late/other charges of \$ _____, plus court costs of \$ _____.
5. Landlord served Tenant with a notice on the _____ day of _____, 20____, to pay the rent or deliver possession, but the Tenant refuses to do either, and Landlord has elected to terminate the rental agreement. A true and correct copy of notice is attached.

WHEREFORE, Landlord demands judgment for possession of the property against Tenant.

Signature

Print (Owner or Authorized Agent)

Address

City/State/ZIP

Phone Number

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

CASE NO. _____

Landlord

vs.

Tenant

COMPLAINT FOR EVICTION AND DAMAGES

Landlord sues the Tenant and alleges:

COUNT I - POSSESSION

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

3. Tenant has possession of the property under an oral or written agreement (circle one) to pay rent of \$ _____ payable _____ (weekly, monthly etc.). (A copy of the lease, if written, is attached).
4. Tenant failed to pay rent due on the _____ day of _____, 20____ (and subsequent thereof), and there is now due and owing for Tenant to Landlord rent of \$ _____, late/other charges of \$ _____, plus court costs of \$ _____.
5. Landlord served Tenant with a notice on the _____ day of _____, 20____, to pay the rent or deliver possession but Tenant refuses to do either, and Landlord has elected to terminate the rental agreement. A copy of the notice is attached

WHEREFORE, Landlord demands judgment for possession of the property against Tenant.

COUNT II - DAMAGES (Past Due Rent)

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

WHEREFORE, Landlord demands judgment for damages against Tenant.

COUNT III – PROPERTY DAMAGE

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

WHEREFORE, Landlord demands Judgment for possession of the property against Tenant plus judgment for rent, damages and costs. Landlord also prays that this Court will grant reasonable attorneys' fees if the services of an attorney have been required to represent him/her in this matter.

Landlord (Owner) Signature

Street Address

City/State/ZIP

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

Landlord

Case No: _____

vs.

Tenant

**COMPLAINT FOR EVICTION AND DAMAGES –
OTHER THAN NON-PAYMENT OF RENT**

Landlord sues the Tenant and alleges:

COUNT I - POSSESSION

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

3. Tenant has possession of the property under written/oral (circle one) agreement to pay rent of \$_____, payable _____ (weekly, monthly, etc.). A copy of the lease, if written, is attached.
4. Landlord served the Tenant a _____ day notice on _____, 20____, to deliver possession for the following reason(s):
 - a) Termination of tenancy at will
 - b) Non-compliance with rental agreement without right to cure F.S. 83.56(2)(a)
 - c) Non-compliance with rental agreement with right to cure F.S. 83.56(2)(b)If you circle b or c, state the non-compliance: _____

(A true and correct copy of the notice is attached.)
5. Tenant has failed to correct or discontinue the conduct set forth in the above- mentioned notice.

WHEREFORE, Landlord demands judgment for possession of the property against Tenant.

COUNT II - DAMAGES (Past Due Rent)

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

WHEREFORE, Landlord demands judgment for damages against Tenant.

COUNT III – DAMAGES (Property Damage)

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

WHEREFORE, Landlord demands judgment for possession of the property against Tenant plus judgment for rent, damages, and costs. Landlord also prays that this court will grant reasonable attorneys' fees if the services of an attorney have been required to represent him/her in this matter.

Landlord (Owner) Signature

Street Address

City/State/ ZIP

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

CASE NO: _____

Landlord

vs.

Tenant

EVICTION SUMMONS/ RESIDENTIAL

To: _____

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 decide whether you can be required to move, but you **MUST** do ALL of the things listed below. You must do them within five days (not including Saturday, Sunday or legal holidays) 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 Court Clerk at the Wakulla County Courthouse, 3056 Crawfordville Highway, Crawfordville Florida, 32327
2. Mail or take a copy of your written reason(s) to:

3. Pay the Court Clerk the amount of rent that is due into the court registry (cash, certified or cashier's check, or money order payable to the Clerk of the Court) that the attached complaint claims to be due and any rent that becomes until the lawsuit is over, together with the court registry fee of 3 percent of the first \$500 and 1.5 percent of the balance which is non-refundable. 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 to have the Court to determine the amount to be paid, you must attach any documents supporting your position and mail a copy of the motion to the Landlord/Landlord'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, the judge assigned to the case will determine whether a hearing will be held to decide what

amount should be paid to the Clerk of the Court while the lawsuit is pending, and a hearing notice will be sent to you.

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN FIVE WORKING DAYS 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 complaint 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 one above and you must mail or give a copy of your written reasons to the Landlord/Landlord's attorney at the address specified in paragraph two 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 five working days after the date these papers were given to you or to a person who lives with you or were posted at your home.



If you are a person with a disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Court Administrator, Isaac Shuler, no later than one day prior to the function at 850-926-0319 or by fax at 850-926-0938. TDD users may also call 1-800-955-8771 for the Florida Relay Service."

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 Tenant.

DATED on the _____ day of _____, 20__.

Brent X. Thurmond
Clerk of the Circuit Court

By: _____
Deputy Clerk

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

CASE NO. _____

Landlord

vs.

Tenants.

SUMMONS – ACTION FOR BACK RENT AND DAMAGES

To: _____

Each Tenant is further required to serve written defenses to the demand for back rent and all other damages to the premises in said complaint upon the above-named _____ at the above address within twenty days after service of this summons upon the Tenant, exclusive of the day service, and to file the original of said written defenses with the Clerk of said Court either before service on _____ or therefore.

If you fail to do so, a default will be will be entered against the Tenant for relief demanded in that portion of the complaint.

WITNESS my hand and seal of said Court this ____ day of _____, 2006.

CLERK OF THE COURT
Brent X. Thurmond

By: _____
Deputy Clerk



If you are a person with a disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Court Administrator, Isaac Shuler, no later than one day prior to the function at 850-926-0319 or by fax

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY

Case No: _____

Landlord

vs.

Tenant

AFFIDAVIT OF DAMAGES

STATE OF FLORIDA
COUNTY OF WAKULLA

BEFORE ME, the undersigned authority, personally appeared _____
_____, who being first duly sworn, says:

1. I am ___ the Landlord or ___ the Landlord's agent in this case and am authorized to make the affidavit.
2. This affidavit is based on my own personal knowledge.
3. Tenant has possession of the property which is the subject of this eviction under an agreement to pay rent of \$_____ per _____ (*Insert term of rental payment, i.e., weekly, monthly, etc.*).
4. Tenant has not paid the rent due since _____.
5. Tenant owes Landlord (*amount of past due rent*) \$_____ as alleged in the complaint plus interest.
6. Tenant owes Landlord (*amount of damages*) \$_____ as alleged in the complaint plus interest.

Signature

Name (Printed)

Address

Phone Number

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 _____ mailed, _____ faxed and mailed, or _____ hand delivered a copy of this motion and attached affidavit to the Tenant(s) at _____

This form was completed with the assistance of:

Name: _____

Address: _____

Phone Number: _____

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

CASE NO.: _____

Landlord

vs.

Tenant

MOTION FOR CLERK'S DEFAULT

Landlord asks the clerk to enter a default against _____, Tenant, for failing to respond as required by law to the Landlord's Complaint for Residential Eviction.

Signature

Printed Name: _____

Address: _____

Telephone: _____

DEFAULT- RESIDENTIAL EVICTION

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

DATE: _____

CLERK OF THE COURT
Brent X. Thurmond

By: _____
Deputy Clerk

Copies furnished to:

IN THE COUNTYCOURT IN AND FOR WAKULLA COUNTY FLORIDA

CASE NO: _____

Landlord

vs.

Tenant

MOTION FOR DEFAULT FINAL JUDGMENT-RESIDENTIAL EVICTION

Landlord asks the court to enter a Default Final Judgment against _____
_____, Tenant, for residential eviction and says:

1. Landlord filed a complaint alleging grounds for residential eviction of Tenant.
2. Default was entered by the Clerk of this Court on _____

WHEREFORE, Landlord asks this Court to enter a Final Judgment for Residential Eviction against Tenant.

Signature Landlord

Name: _____

Address: _____

Telephone Number: _____

Copies furnished to:

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

CASE NO: _____

Landlord

vs.

Tenant

MOTION FOR DEFAULT FINAL JUDGMENT- DAMAGES

Landlord asks the court to enter a Default Final Judgment against _____
_____ Tenant, for damages, and says:

1. Landlord filed a complaint for damages against the Tenant.
2. Tenant has failed to timely file an answer and a Default has been entered by the Clerk of this Court on _____.
3. In support of this Motion, Landlord submits the attached Affidavit of Damages.

WHEREFORE, Landlord asks this Court to enter a Final Judgment against Tenant.

I CERTIFY that I _____ mailed, _____ faxed and mailed, or _____ hand delivered a copy of this Motion and attached Affidavit to the Tenant at _____

Signature Landlord

Name: _____

Address: _____

Telephone: _____