

# QUICK REFERENCE GUIDE TO COMPLETING FORMS PRIOR TO FILING COMPLAINT FOR EVICTION (POSSESTION ONLY)

## **Notice from Landlord to Tenant Termination for Failure to Pay Rent [Form #1] -**

- Print the name, address and telephone number of the tenant(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.
- *After three days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday, and legal holidays, you may file a Tenant Eviction Case with the Clerk of Court.*

### **Instructions for form\*\*:**

This notice may be delivered by mail or by delivering a copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy thereof at the dwelling unit.

If the Tenant fails to pay rent when due and the default continues for three (3) days (excluding Saturday, Sunday, and legal holidays) after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. This written demand is a prerequisite to an action to evict the Tenant or recover past due rent. Your written rental agreement may have allowed for a longer period than three days and should be reviewed.

SOURCE: Section 83.56(3) and (4), Florida Statutes (2007).

## **Complaint – Residential Eviction [Form #5] -**

- Fill in parties' names in the space provided (the Plaintiff(s) is/are the party initiating this action and the Defendant is the party against whom the case is initiated).
- Read each line and fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.
- Attach the written agreement to pay rent, if any.
- *Attach the Notice from Landlord to Tenant – Termination for Failure to Pay Rent [Form #1].*

## **Civil Cover Sheet [Form #1.997] -**

- Fill in the names of Plaintiff(s) and Defendant(s).
- Check all that apply, if applicable.
- Date and sign the cover sheet.

## **Authorization of Property Manager [Form #COCIV 87] -**

- Fill in the names of Plaintiff(s) and Defendant(s).
- Read each line and fill in the appropriate response.
- The *landlord* must print and sign their name on this form.

**NOTE:** In order for a property manager to file a complaint on behalf of a landlord for uncontested residential eviction, the property manager must attach to the complaint the landlord's written authorization for the property manager to act on the landlord's behalf. This authorization must be limited to the completion, signing, and filing of the pleadings necessary to evict a tenant for the nonpayment of rent.

SOURCE: Administrative Order 2006-070

**Summons on Claim for Possession of Residential Premises [Form #7] -**

- Fill in the names of Plaintiff(s) and Defendant(s).
- Provide the name and address of the party being served (Defendant). *Only one Defendant per summons.*
- Provide the name and address of the serving party (Plaintiff(s)).
- The **Clerk** will date, sign and seal if all of the requirements have been fulfilled.

**Nonmilitary Affidavit [Form #81] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Read each line and select and/or fill in the appropriate response.
- **Date and sign in the presence of a Notary Public or Deputy Clerk.**

**Motion for Clerk's Default – Residential Eviction [Form #76] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Fill in the name of the party a default will be entered against (Defendant).
- Date and sign in the space provided and print your name, address and telephone number.
- The **Clerk** will date and sign if all of the requirements have been fulfilled.

**Motion for Court's Default – Residential Eviction [Form #COCIV 78] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Fill in the name of the party a default will be entered against (Defendant).
- Date and sign in the space provided and print your name, address and telephone number.
- The **Judge** will date and sign if all of the requirements have been fulfilled.

**Motion for Default Final Judgment – Residential Eviction [Form #78] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Fill in the name of the party you are requesting a default against (Defendant).
- Fill in the date of the default entered by the Clerk, if available.
- Date and sign in the space provided and print your name, address and telephone number.

**Motion/Order Setting Cause for Non-Jury Trial – Final Judgment [Form # 10] -**

- Fill in the reference number and the names of Plaintiff(s) and Defendant(s).
- Date and sign in the space provided and print your name, address and telephone number.
- Fill in the names and addresses of all parties that will receive a copy.
- Once completed the **Judicial Assistant** will fill in the hearing information, and the **Judge** will date and sign if all of the requirements have been fulfilled.

**Final Judgment – Residential Eviction [Form #66] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Read each line and fill in the appropriate response.
- Fill in the name and addresses of all parties that will receive a copy.
- The **Judge** will sign and date if all of the requirements have been fulfilled.

**Writ of Possession [Form #11] -**

- Fill in the reference number and the names of Plaintiff(s) and Defendant(s).
- Fill in the name of the Defendant(s)
- Fill in the property description
- Fill in the name of the party receiving possession (Plaintiff(s)).
- The **Clerk** will date, sign and seal if all of the requirements have been fulfilled.

**Instructions for Writ of Possession form\*\*:**

The Writ of Possession 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 the 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.

If requested by the Landlord to do so, the Sheriff shall stand by to keep the peace while the Landlord changes the locks and removes personal property from the premises. When such a request is made; the Sheriff may charge a reasonable hourly rate, and the person requesting the Sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the Sheriff.

SOURCE: Section 83.62, Florida Statutes (2007)

**Motion/Order to Disburse Funds From Registry of the Court [Form #13] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Date and sign in the space provided and print your name, address and telephone number.
- The **Judge** will sign and date if all of the requirements have been fulfilled.

**Disclosure from Nonlawyer [Form #14] -**

- Read each line and select and/or fill in the appropriate response.
- Both persons should sign in the space provided.

**Notice of Voluntary Dismissal [Form #15] -**

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Fill in the name of the person dismissing the action (Plaintiff(s)).
- Provide the name and address of the party being served, select the type of service used and the date it was perfected.
- Date and sign in the space provided, print your name, address and telephone number.

**Notice from Landlord of Intent to Impose Claim on Security Deposit [Form #12] -**

- Print the name, address and telephone number of the tenant.
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided, print your name, address and telephone number.

**Instructions for Form 12\*\*:**

A Landlord must return a Tenant's security deposit, together with interest if otherwise required, to the Tenant no more than 15 days after the Tenant leaves the leased property. The Landlord may claim all or a portion of the security deposit only after giving the Tenant written notice, by certified mail to the Tenant's last known mailing address, of the Landlord's intention to keep the deposit and the reason for keeping it. The Landlord's notice must be sent within 30 days of the date Tenant vacates the leased property. If the Landlord does not send the notice within the 30-day period the Landlord can keep the security deposit.

If the Tenant does not object to the notice within 15 days after receipt of the Landlord's notice of intention to impose a claim on the deposit, the Landlord may then keep the amount stated in the notice and must send the rest of the deposit to the Tenant within 30 days after the date of the notice.

SOURCE: Section 83.49(3) Florida Statutes (200 7)

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