

**Mary M Johnson**  
Clerk of Court Santa Rosa County  
P O Box 472  
Milton Florida 32572

To: Landlord/Tenant Deputy Clerks


Re: Restrictions on helping litigants

Recently, there have been several problems which litigants have alleged were created by bad "legal advice" from the clerk's office. I am well aware that both landlords and tenants may need you to answer "simple" questions, because they don't have an attorney. There are two problems with the clerk's office answering "simple" questions:

- (1) You may not know the correct answer, even when the answer seems obvious- this area of the law is one of the most complicated in existence.
- (2) You are strictly forbidden by law from giving legal advice.

The primary question that arises is "what is legal advice?" To simplify the answer, I am directing that you confine your assistance to clarifying what is on the information sheet: that is, you may explain what is meant by the words on that sheet, but you may no longer elaborate and you must not fill out the forms. To go further is to begin answering legal questions, and this **YOU MAY NOT DO.**

Dated this 19<sup>th</sup> day of April, 2002.

  
Mary M Johnson, Clerk of Court  
Santa Rosa County

LANDLORD/TENANT EVICTION PACKET AVAILABLE IN OFFICE FOR \$5.00  
OR CLERK OF COURTS WEB SITE [www.santarosaclerk.com](http://www.santarosaclerk.com)

**Mailing Address:** Clerk of Courts Attn: Landlord/Tenant P. O. Box 472 Milton, FL 32572  
**Location / Phone:** (850) 983 4637: 983 4661: 983 4630: 6816 Caroline Street, Milton, FL 32570 (Hwy 90)  
Service Center: 5841 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (Hwy 98 by the Zoo)

**YOU MUST BRING THE FOLLOWING TO FILE YOUR CASE**

**FILING FEE:** \$185.00 FOR REMOVAL OF TENANT  
\$10.00 TO ISSUE EACH PREPARED SUMMONS  
\$17.00 TO PREPARE AND ISSUE EACH SUMMONS

Filing Fee may be paid by: Cash, Cashier's Check, Money Order, Personal Check on Local Bank, Business Check or Major Credit Card with Fee: Payable to: Mary M. Johnson, Clerk of Courts.

**COMPLAINT:** Select one (1) of the four (4) provided in the packet (step 2 refer to page 9) that matches the notice given. Original to Court and provide two (2) copies for one (1) tenant and four (4) copies for two (2) tenants. **Notices:** Pages 13-16 **Complaints:** Pages 17-21  
**SUMMONS:** Pages 24 and 25. Prepare summons for each tenant listed on complaint. Original to Court with three (3) copies and sheriff's service fee. Clerk will issue for service on tenant(s).

**COPIES:** You must have copies of the notice from step 1 (refer to page 3) and the lease agreement if there is one. You will need three (3) copies of each if there is one (1) defendant and five (5) copies if there are two (2) defendants. Our office can make copies for you if you wish, but we must charge \$1.00 per page as governed by Florida Statutes.

**ENVELOPES:** (1) addressed to each defendant with (2 or 3 stamps) depending on the weight of your lease with notice and complaint and (1) addressed to you with (1) postage stamp.  
**ADDITIONAL ENVELOPES:** (5) blank envelopes for each Plaintiff and each Defendant with (1) postage stamp on each **OR** \$2.50 for each named party on your complaint.

**SHERIFF'S FEES:** \$40.00 Per Summons \$90.00 Writ of Possession  
These fees may be paid with a Business Check, Cashier's Check or Money Order  
Payable to: Santa Rosa County Sheriff's Office (No Personal Checks)

Read Florida Statutes 48.183 service of process in action for possession of residential premises. (Pg 12)

**MOTION FOR DEFAULT:** Page 26. Prepare and present to Clerk with \$90.00 payment to Santa Rosa Sheriff Dept and contact information by business card or letter if the Tenant(s) has/have not filed an answer within five (5) working days after service of the summons.

**REQUEST FOR DISMISSAL:** Page 27. Prepare. Sign and Date. Present to Clerk.

## **LANDLORD/TENANT EVICTIONS INFORMATION (NOT APPLICABLE TO MOBILE HOME PARK EVICTION)**

The following has been prepared to assist the Landlord in the filing of a Landlord/Tenant Eviction case and the Tenant in the process that must be followed.. However all Landlords should become familiar with Chapter 83 of the Florida Statute.

The information contained in this packet will only aide you in the filing of your case. It will not answer any questions you might have as far as "your rights". Pursuant to Clerk's letter dated April 19, 2002 , this office can not explain any part of the Landlord/Tenant Eviction process to either party (the Landlord or the Tenant). Our job is to only file the complaint and issue the summons. Any questions or advice you may need **MUST** come from private counsel. Be sure to **READ THIS PACKET IN ITS ENTIRETY** as we can not help you other than to give you this packet.

A Landlord, his attorney or his agent may file the complaint in our office; however, a Landlord's agent is not permitted to take any action other than the initial filing of the complaint unless the Landlord's agent is an attorney.

The Clerk's office can not recommend an attorney for you. If you do not know an attorney who handles Tenant Evictions, you should contact the Lawyer's Referral Service at (850) 434-6009

The Landlord and the Tenant should notify the Clerk's Office of any change in address.

If the case is settled either by the tenant moving out or by an understanding between the two parties after the case is filed, the Landlord should notify the court in writing so that the case may be dismissed.

### **STEP ONE**

Pursuant to Sec. 83.56 Florida Statute, a notice which complies with this statute should be served on the Tenant. For your convenience, enclosed are prepared examples of the proper notices. You will find copies of the notices on the next few pages. You should read the notices **CAREFULLY** and choose the notice that applies to your situation. Underneath each notice the proper service for that notice is explained. If the proper notice is not given the case may be dismissed by the Judge, and you will lose all monies paid for filing of this case.

**Remember:** you will need copies of this notice when you file your case in the Clerk's Office.

## INFORMATION REGARDING NOTICES TO QUIT IN LANDLORD/TENANT CASES

If you are a landlord seeking to evict a residential tenant (one who is renting the premises as a place to live), you must understand the requirements that Florida law places upon notices to quit, since if the notice is not substantially correct, the court has no jurisdiction to proceed with your eviction. This information sheet will deal with the various kinds of notices that may be required in residential leases, including mobile home tenancies that do not fall under the Mobile Home Park law (Chapter 723). Please read this carefully before you pay filing fees and associated court costs, so that you won't be wasting money.

### 3-DAY NOTICE FOR FAILURE TO PAY RENT

Section 83.56, Florida Statutes, gives an example of a legally correct notice. Your notice should not deviate significantly from this example. The example reads as follows:

#### NOTICE TO QUIT

To: \_\_\_\_\_

YOU ARE HEREBY NOTIFIED THAT YOU ARE INDEBTED  
TO ME IN THE SUM OF \$ \_\_\_\_\_ FOR THE RENT  
AND USE OF THE PREMISES AT \_\_\_\_\_

\_\_\_\_\_,  
SANTA ROSA, FLORIDA, NOW OCCUPIED BY YOU, AND  
THAT I DEMAND PAYMENT OF THE RENT OR POSSESSION  
OF THE PREMISES WITHIN 3 (THREE) DAYS (NOT INCLUDING  
SATURDAYS, SUNDAYS OR LEGAL HOLIDAYS) FROM THE  
DATE OF THE DELIVERY OF THIS NOTICE, TO-WIT ON OR  
BEFORE \_\_\_\_\_.

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_ (by hand, mailing or posting)

LANDLORD'S NAME, ADDRESS AND PHONE NUMBER:

The amount that you place in the "sum" blank must not include late fees, unless you have a written lease that specifically permits them and unless you separate the late fees from the regular rent. Example: "\$250.00 plus \$35.00 late fees, for a total of \$285.00." The next blank ("premises at \_\_\_\_\_") is for the street address of the rental unit.

Be very careful when you calculate the due date. If it does not provide enough time, the notice is defective. Example: notice is delivered by hand on January 8, a Friday. The 9<sup>th</sup> and 10<sup>th</sup> don't count. The three days begin on Monday the 11<sup>th</sup>, with Wednesday the 13<sup>th</sup> being the last day to pay. The date to place in the "to-wit:" blank, therefore, would be "January 13, 1993." You are permitted to leave a copy at the residence if the tenant is absent (this is called "posting"), but you must make a good faith effort to determine that the tenant is not at home. If you mail the notice, however, you must add five additional days (not counting Saturdays, Sundays and holidays), and mailing means that the tenant can send the rent back to you by mail, in which case, the tenant is also permitted an additional five days. Therefore, instead of three days mailing can result in giving the tenant as much as 17 days! We do not recommend mailing the notice.

Be sure that your notice gives the tenant the option of paying or vacating within the three days. If you simply order the tenant to get out, the notice is invalid for an eviction for nonpayment of rent. A notice that simply tells the tenant to vacate immediately ("get out today") is never valid. However, the notices that come closest to that are dealt with below.

### **NOTICE OF TERMINATION OF RENTAL AGREEMENT**

If the lease is a month-to-month tenancy, many times the most effective notice to quit is not the 3-day notice for failure to pay rent, but rather a simple notice of termination of lease. The notice itself is quite simple. There are two problems, however: 1) figuring out just how much time to give the tenant before the lease is terminated, and 2) making sure that the lease is one in which this type of notice can be sent. The notice of termination should look like this:

### **NOTICE OF TERMINATION OF LEASE**

TO: \_\_\_\_\_

YOU ARE HEREBY NOTIFIED THAT I HAVE ELECTED TO  
TERMINATE OUR ORAL MONTH-TO MONTH LEASE OF THE  
PREMISES LOCATED AT \_\_\_\_\_  
EFFECTIVE \_\_\_\_\_, 2000. YOU MUST VACATE  
BY THAT DATE.

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_

LANDLORD'S NAME, ADDRESS & PHONE NUMBER

The example notice refers to an oral lease agreement because almost all month-to-month tenancies are unwritten. However, if your lease is written, you should substitute the word "written" for "oral" in the notice. The notice also works for other "periodic" tenancies besides month-to-month. If you are paid rent each week, you can use this notice, substituting "week-to-week" for "month-to-month".

Section 83.57, Florida Statutes, provides that if a tenancy is month-to-month (defined in Section 83.46 as one without a specific duration in which the rent is payable monthly), then it may be terminated by either party by giving "not less than 15 days notice prior to the end of any monthly period." This does **NOT** mean that you can simply give 15 days notice. It means that you must first determine the beginning and end of the monthly payment period. The beginning is the day of the month the rent is due. The end is the day of the month before the beginning. Thus, if the rent is due on the first day of the month, the last day of the month is the end of the period. However, if it's due on the 5<sup>th</sup>, the end is on the 4<sup>th</sup> of the next month. You must then count backwards 15 days from the end of the payment period. The notice must be delivered before that date in order to be effective. Therefore, if you wish to terminate a lease effective June 1, and the monthly payment period is from the 1<sup>st</sup> of the month to the following 30<sup>th</sup> or 31<sup>st</sup>, you will need to count back 15 days from May 31, which is May 16. The notice must be delivered before May 16 in order to be effective. However, if your payment period is from the 5<sup>th</sup> of the month to the following 4<sup>th</sup>, and you wish the termination to be effective on June 1, then you must first begin your counting at the end of the monthly payment period which ends **BEFORE** the effective date. This would be May 4 (not June 4). You then count back 15 days, which would be April 19. Your notice would have to be delivered before that date in order to be legal. We wish that the legislature had not chosen to use the language "prior to the end of the monthly period," which would allow a landlord to then simply give 15 days notice. However, the legislature did insert this language, and it is the law. We therefore recommend that if you use this notice, you choose as a termination date the first day of the payment period. Then you can simply count back 15 days from the last day of the previous payment period.

The other problem mentioned, making sure that your lease is one which qualifies for this type of notice, is not so difficult to comprehend. If you have a written lease, it most likely is for a specific term (one year, six month, etc.) And therefore would not be a month-to-month tenancy that can be terminated without cause. (Oral leases can also be, but usually are not, for a specific term). Also, if the rent is not to be paid on a monthly basis you will need to consult the statutes to determine the proper notice to give.

This type of notice is useful in month-to-month tenancies where the tenant has paid all rent but for whatever reason the landlord wishes the tenant out.

Where the lease agreement is for a specific term, (usually a year), another type of notice of termination of rental agreement must be used, if the reason for the termination is a violation by the tenant of any terms of the agreement (other than failure to pay rent). We are talking here about what the statute calls a "material noncompliance" (Section 83.56(2), Florida Statutes). That means that the breach has to be a significant violation of a term of the lease or of rules/regulations incorporated into the lease. According to the statute, this "material noncompliance " can be either of two different types, each requiring a different notice:

Noncompliance With No Opportunity to Cure

The first type of noncompliance is the most serious and includes, according to the statute, the following types of noncompliance:

- a) destruction, or
- b) damage, or
- c) misuse

or the property of the landlord or another tenant, by an intentional act or a subsequent or continued unreasonable disturbance. The idea behind this notice is that the tenant has done something so bad that he should not be given a "second chance" (which the statute calls an "opportunity to cure"), but should instead be given a notice to quit because the landlord has terminated the rental agreement. The notice should look like this:

NOTICE OF TERMINATION OF LEASE

TO \_\_\_\_\_:

YOU ARE ADVISED THAT YOUR LEASE IS TERMINATED  
EFFECTIVE IMMEDIATELY. YOU SHALL HAVE 7 DAYS  
FROM THE DELIVERY OF THIS LETTER TO VACATE THE  
PREMISES. THIS ACTION IS TAKEN BECAUSE....

(DESCRIBE THE NONCOMPLIANCE)

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_

LANDLORD'S NAME, ADDRESS & PHONE NUMBER:

It is natural for all landlords to perceive virtually any transgression to be of the type that calls for the above notice. Just remember that the judge will want a very good justification for why the tenant was not given an opportunity to "get right." You should describe specifically just what type of conduct has caused you to send the notice. The judge will have to look at your

description to determine whether or not it justifies a termination, so make it clear and also cite, if possible, the number or letter of the rule/regulation/contract paragraph that was violated.

If you are notifying the tenant that the tenancy is being terminated because he/she has previously been given a notice to cure, but the same or similar conduct has been repeated, you should attach copies of the first notice (described below), along with the notice of lease termination, so that the judge can see that a previous notice has been delivered.

### Noncompliance With Opportunity To Cure

Examples of conduct that do not fall into the category just discussed are loud noise, trash in the yard, letting unauthorized persons live on the premises, etc. For these and all other "curable" offenses, the statute provides another kind of notice: one which gives the tenant seven days to correct the problem, following the failure of which the landlord may then send the termination notice (since it would then qualify as a "subsequent or continued unreasonable disturbance"). The "written warning" notice is called a "notice to cure" and should look like this:

#### NOTICE TO CURE

TO \_\_\_\_\_:

YOU ARE HEREBY NOTIFIED THAT ....

(cite the noncompliance, referring if possible to applicable rule, statute or contract paragraph)

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN 7 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 12 MONTHS, YOUR TENANCY IS SUBJECT TO TERMINATION WITHOUT YOUR BEING GIVEN AN OPPORTUNITY TO CURE THE NONCOMPLIANCE.

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_

NAME, ADDRESS & PHONE NUMBER OF LANDLORD:

This notice is the "safer" of the two, since you can then show the court that you gave the tenant an opportunity to fix the problem before demanding that he vacate. Did you notice the big difference in this notice from the first one with respect to the date from which the seven days is calculated? The first notice (no cure) says seven days from "delivery," whereas this one says seven days from "receipt." Nevertheless, other language in the statute makes clear that the seven days in fact runs from the time of delivery, just like the non-cure notice. It is just an example of poor legislative writing. That same section also discusses examples of this type of violation: permitting unauthorized pets/guests/vehicles or parking and failure to keep the premises clean/sanitary. To sum up, if you elect to give a Notice to Cure and the problem is not resolved within the 7 days, or if it is resolved, but then occurs again later (within a year of the first notice) you must then serve a second notice (Notice of Termination of Lease) and attach both notices (Notice to Cure and Notice of Termination) to your complaint.

Another section warns that if the landlord accepts rent knowing that the tenant has failed to comply, the landlord gives up his right to evict on that specific noncompliance. We construe this to mean that you can accept rent during the seven day period you have given the tenant to comply, but not hereafter, unless you mean to waive the noncompliance.

## STEP TWO

If the proper notice has been given and the tenant refuses to vacate the premises, you may file your case at this time.

We have four complaints that you must choose from :

1. Complaint for Eviction only (failure to pay rent)
2. Complaint for Eviction and Damages (failure to pay rent)
3. Complaint for Termination of Lease
4. Complaint for Non Compliance

After you have made your decision as to which complaint you will need, complete the form making sure you fill in each blank. We will then prepare the summons for you. You may hand deliver the summons to the Civil Division of the Sheriff's Office, or our office can forward it for you. The courier will deliver the paperwork to the sheriff's department. If you decide that we should send the summons, you will need to leave your sheriff's fee with the clerk when you file your case. We can only accept a cashiers check or money order payable to Santa Rosa county Sheriff's Office. **WE CAN NOT ACCEPT CASH FOR THE SHERIFF'S OFFICE.**

If you have chosen the Complaint for Eviction only, Termination of Lease, or Non Compliance, a 5 day summons will be issued. A 20 day summons and a 5 day summons will be issued for the Complaint for Eviction and Damages. The 20 day summons is required for a money judgment. This complaint will require service for 2 summons. (\$40.00 per person).

## 5 - DAY SUMMONS

### **Landlord:**

Upon service of the summons for eviction, you must wait (5) complete days, not counting the day of service, weekends or holidays (Florida Statutes deem legal holidays to be any days the Courthouse is not open for business). If after this time the Defendant(s) has/have not followed the instructions on the summons, you may file a Motion for Default. Make sure that you count your days correctly before filing the Motion. The Clerk's Office cannot assist you in counting your days. The Motion for Default and the Court File will be sent to the Judge to review and apply the law accordingly. If you have followed the procedure correctly the Judge will sign the Judgment. When the file is returned to the Clerk's Office we will sign the Writ of Possession which gives the Tenant (24) hours to vacate the premises. This Writ must be served by the Sheriff's Office. The cost for this service is \$90.00. If the Tenant does not vacate the premises **24 hours after service**, you may call the Sheriff's Office and an officer will stand by for your protection while you remove the possessions from the property.

### **Tenant:**

When your summons is served you will have (5) complete days to comply with the summons, not counting the day of service, weekends or holiday (Florida Statutes deem legal holidays to be any days the Courthouse is not open for business). Read the summons carefully and do all the things listed. The Clerk's Office can not assist you in counting your days. File your signed answer with the court and pay the rent that is due. Mail or hand deliver a copy of your answer to the landlord. The court file will be sent to the Judge for review. The Judge will determine if a hearing will be granted or if the Judgment for Eviction will be signed. If you don't place into the Court Registry a sum equal to the amount the landlord is claiming to be owed, the Judge will most likely issue the writ. If a hearing is to be held, the Judicial Assistant will schedule the hearing as soon as the Judge's calendar will allow and a Notice of Hearing will be mailed to both parties. All parties must attend. If his decision is to have a Writ of Possession issued you will have (24) hours after service to vacate the premises.

## 20 - DAY SUMMONS

### **Landlord:**

This summons is for money owed to you for back rent and/or damages to the premises by the defendant(s). Twenty (20) calendar days after service of summons if an answer has not been filed you may file a Motion for Default. The file will be sent to the Judge for review. A Final Judgment may be entered without a hearing. You may pick up a handout in the Small Claims Office "How To Get Your Money After Judgment" to assist you in collecting the money owed.

20 - DAY SUMMONS

**Tenant**

You will have 20 days (calendar days) to answer the summons for rent and/or damages to the premises. File the Original Signed Answer with the Clerk's Office and mail a copy to the Plaintiff(s). The Clerk will send the court file with your answer to the Judge for review. The Judicial Assistant will set a hearing if your answer raises factual issues, and will mail both parties a Notice to Appear. All parties must appear for this hearing.

**POSTING MONEY TO THE COURT REGISTRY**

In the summons the tenant is instructed to pay the money owed to the landlord by paying the amount and a fee into the Court Registry in the Clerk's Office. The Court Registry Fee is 3% of the first \$500.00 and 1.5% on amount over \$500.00. **This must be paid in CASH, CASHIER'S CHECK OR MONEY ORDER. We can not accept a check.**

The funds will be held until an order is signed by the Judge instructing the Clerk as to how these funds are to be disbursed.

**LANDLORDS:**

**Be sure to read page (2) of this eviction packet.  
We must have everything listed before we can file your case.**

Mary M. Johnson, Clerk of Courts, Santa Rosa County, Florida  
Landlord / Tenant Evictions located at: 6816 Caroline Street, Milton, Florida 32570  
Mailing Address: P. O. Box 472 Milton, Florida 32572

Phone Numbers: (850) 983 - 4661  
(850) 983 - 4630  
(850) 983 - 4637

**48.183 SERVICE OF PROCESS IN ACTION FOR POSSESSION OF RESIDENTIAL PREMISES.**

(1) In an action of possession of residential premises under s. 83.59, if neither the tenant nor a person residing therein who is 15 years of age or older can be found at the usual place of residence of the tenant 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.

**THREE DAY NOTICE TO QUIT**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY NOTIFIED THAT YOU ARE INDEBTED TO ME IN THE SUM OF  
\$ \_\_\_\_\_ FOR THE RENT AND USE OF THE PREMISES AT

\_\_\_\_\_  
\_\_\_\_\_ COUNTY, FLORIDA, NOW OCCUPIED BY YOU, AND THAT I  
DEMAND PAYMENT OF THE RENT OR POSSESSION OF THE PREMISES WITHIN 3  
(THREE) DAYS (EXCLUDING SATURDAY, SUNDAY, AND LEGAL HOLIDAYS) FROM  
THE DATE OF DELIVERY OF THIS NOTICE, TO-WIT: ON OR BEFORE THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_ (by hand, mailing, or posting)

LANDLORD'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

**SEVEN DAY NOTICE TO CURE**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY NOTIFIED THAT \_\_\_\_\_  
(CITE THE NONCOMPLIANCE)

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN 7 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 12 MONTHS, YOUR TENANCY IS SUBJECT TO TERMINATION WITHOUT YOUR BEING GIVEN AN OPPORTUNITY TO CURE THE NONCOMPLIANCE.

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_ (by hand, mailing, or posting)

LANDLORD'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

**SEVEN DAY NOTICE OF TERMINATION OF LEASE**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE ADVISED THAT YOUR LEASE IS TERMINATED EFFECTIVE IMMEDIATELY. YOU SHALL HAVE 7 DAYS FROM THE DELIVERY OF THIS LETTER TO VACATE THE PREMISES. THIS ACTION IS TAKEN BECAUSE

\_\_\_\_\_  
(CITE THE NONCOMPLIANCE)  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_ (by hand, mailing, or posting)

LANDLORD'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

**FIFTEEN DAY NOTICE OF TERMINATION OF RENTAL AGREEMENT**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY NOTIFIED THAT I HAVE ELECTED TO TERMINATE OUR  
ORAL MONTH TO MONTH LEASE OF THE PREMISES LOCATED AT

\_\_\_\_\_  
EFFECTIVE \_\_\_\_\_, 20\_\_\_\_. YOU MUST VACATE  
BY THAT DATE.

DATE OF DELIVERY: \_\_\_\_\_

METHOD OF DELIVERY: \_\_\_\_\_

LANDLORD'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

IN THE COUNTY COURT  
IN AND FOR  
SANTA ROSA COUNTY, FLORIDA

\_\_\_\_\_  
PLAINTIFF

CASE NO. \_\_\_\_\_

-VS-

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

\_\_\_\_\_  
DEFENDANT

COMPLAINT FOR EVICTION AND DAMAGES

PLAINTIFF(S), \_\_\_\_\_ sues DEFENDANT(S), \_\_\_\_\_  
and alleges:

COUNT I  
TENANT EVICTION

1. This is an action to evict a tenant from real property in Santa Rosa County, Florida
2. Plaintiff(s) owns the following described real property in said county:

\_\_\_\_\_  
(Street address of rental property) CITY, STATE & ZIP CODE

3. Defendant(s) has possession of the property under a/an (oral/written) agreement to pay rent of \$ \_\_\_\_\_ payable each \_\_\_\_\_. A copy of the  
(Rental Amount) (Monthly, Weekly etc)  
written agreement, if any, is attached.
4. Defendant(s) failed to pay the rent due \_\_\_\_\_, 20\_\_ .  
(Date of payment tenant has failed to make)
5. Plaintiff(s) served Defendant(s) with a notice on \_\_\_\_\_, 20\_\_ ,  
(Date of notice)  
to pay rent or deliver possession but Defendant(s) refuses to do either. A copy of the notice is attached. Wherefore, Plaintiff(s) demands judgment for possession of the property against Defendant(s).

PAGE 1

**COUNT II  
ACTION FOR BACK RENT AND DAMAGES**

6. This is an action for damages that do not exceed \$15,000.00
7. Plaintiff(s) restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant(s) owes Plaintiff(s) \$ \_\_\_\_\_ that is due with interest since \_\_\_\_\_, 20\_\_\_\_, for unpaid rent and \$ \_\_\_\_\_ for damages to the premises, plus court costs.

Wherefore, Plaintiff(s) demands judgment for damages against Defendant(s).

\_\_\_\_\_  
Plaintiff, Attorney or Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

IN THE COUNTY COURT  
IN AND FOR  
SANTA ROSA COUNTY, FLORIDA

\_\_\_\_\_  
PLAINTIFF

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

-VS-

Division \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

**COMPLAINT FOR EVICTION  
(Termination of Lease Election)**

Plaintiff(s), \_\_\_\_\_, sues Defendant(s) \_\_\_\_\_  
and alleges:

1. This is an action to evict a tenant from real property in Santa Rosa County, Florida
2. Plaintiff(s) owns the following described real property in said county:

\_\_\_\_\_  
(Street address of rental property)

3. Defendant(s) has possession of the property under a/an (oral/written) agreement to pay rent

of \$ \_\_\_\_\_ payable each \_\_\_\_\_  
(Rental Amount) (Monthly, Weekly, 1<sup>st</sup> day of Month etc.)  
A copy of the written agreement, if any, is attached.

4. Plaintiff(s) elected to terminate the (oral/written) agreement and served Defendant(s) with a written notice on \_\_\_\_\_, 2002. A copy of that notice is attached.
5. Defendant(s) has failed to deliver possession of the premises to the Plaintiff.

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

\_\_\_\_\_  
Plaintiff, Attorney or Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone Number

IN THE COUNTY COURT  
IN AND FOR  
SANTA ROSA COUNTY, FLORIDA

\_\_\_\_\_  
PLAINTIFF

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

-VS-

Division \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

**COMPLAINT FOR EVICTION  
Noncompliance  
( Violation of Rental Agreement)**

**PLAINTIFF(s)**, \_\_\_\_\_ **sues DEFENDANT(s)** \_\_\_\_\_  
and alleges:

1. This is an action to evict a tenant from real property in Santa Rosa County, Florida
2. Plaintiff(s) owns the following described real property in said County:  
  
\_\_\_\_\_  
(Street address of rental property) CITY, STATE AND ZIP CODE
3. Defendant(s) has possession of the property under a written agreement to pay rent of  
  
\$ \_\_\_\_\_ payable each \_\_\_\_\_. A copy of the written  
(Rental Amount) (Monthly, Weekly, 1<sup>st</sup> day of Month etc.)  
agreement is attached.
4. Plaintiff(s) served Defendant(s) with a written notice on \_\_\_\_\_, 20\_\_,  
to notify the Defendant(s) that Defendant(s) was in violation of his rental agreement. A  
copy of that notice setting forth the violation of the rental agreement is attached.
5. Defendant(s) has failed to correct or discontinue the conduct set forth in the above  
mentioned notice. Plaintiff(s) therefore served Defendant(s) on \_\_\_\_\_,  
20\_\_, with a written notice to vacate. A copy of that notice is attached .

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

\_\_\_\_\_  
Plaintiff, Attorney or Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone Number

IN THE COUNTY COURT  
IN AND FOR  
SANTA ROSA COUNTY, FLORIDA

\_\_\_\_\_  
PLAINTIFF

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

-VS-

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

\_\_\_\_\_  
DEFENDANT

COMPLAINT FOR EVICTION  
(RENT)

PLAINTIFF(s), \_\_\_\_\_, sues DEFENDANT(s), \_\_\_\_\_  
and alleges:

1. This is an action to evict a tenant from real property in Santa Rosa County, Florida
2. Plaintiff(s) owns the following described real property in said county:  
  
\_\_\_\_\_  
(Street address of rental property) CITY, STATE & ZIP
3. Defendant(s) has possession of the property under a/an (oral/written) agreement to pay  
rent of \$ \_\_\_\_\_ payable each \_\_\_\_\_. A copy  
(Rental Amount) (Monthly, Weekly, 1<sup>st</sup> day of Month etc.)  
of the written agreement, if any, is attached.
4. Defendant(s) failed to pay the rent due \_\_\_\_\_, 20\_\_ .  
(Date tenant failed to pay)
5. Plaintiff(s) served Defendant(s) with a notice on \_\_\_\_\_, 20\_\_, to pay  
rent or deliver possession but Defendant(s) refuses to do either. A copy of the notice is  
attached.

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

\_\_\_\_\_  
Plaintiff, Attorney or Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone  
Number

**IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA**

CASE NO: \_\_\_\_\_  
DIVISION \_\_\_\_\_

\_\_\_\_\_  
Plaintiff(s)  
vs.

\_\_\_\_\_  
Defendant(s)

**NOTICE OF PERMANENT MAILING ADDRESS**

I, \_\_\_\_\_, the Plaintiff/Defendant,  
in the above styled cause of action hereby certify that my permanent mailing address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

**I UNDERSTAND THAT ONLY THIS ADDRESS WILL BE USED BY THE COURT, THE OPPOSING PARTY,  
AND ANY INTERVENING PARTIES TO THIS CASE FOR THE PURPOSE OF PROVIDING ME WITH:**

- a. Notice of all future hearing in this case, and
- b. Any Court documents and papers pertaining to this case.

I understand that all notices and court papers in this case will be sent to me only at the above address and that in the event personal service of any court documents is necessary that they will first be attempted to be served at the above listed address unless and until I notify the court of my new address. I also understand that if I change my permanent mailing address or residence address, I must notify the Clerk of Court of my new address **in writing** by completion of another form similar to this form at the following address within one (1) week of the change of address and with a copy being furnished to all parties:

Mary M. Johnson, Clerk of Courts  
Santa Rosa County, Florida  
County Civil/Small Claims Division  
P. O. Box 472  
Milton Florida 32572

I have read this document and I understand that it is my responsibility to keep the Court informed of any change in my current address. I understand that copies of any court documents and notice of all future hearings which are mailed to my current address set forth herein will constitute proper notice and service, and the Court may proceed on all matters noticed and mailed to the above address even if I do not appear for said hearing.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# MEMO

TO Attorneys and Pro Se Parties

FROM Mary M. Johnson, Clerk of Courts, Santa Rosa County, Florida  
County Civil / Small Claims / Landlord - Tenant  
Ph: 850 983 4661 or 850 983 4630  
P. O. Box 472 Milton, Florida 32572

SUBJECT 1) Two Sided Pleadings  
2) Letter Size Paper

1) Prepare Pleadings or Documents for Case Filing with print on one side of each sheet of paper.

We docket and scan each item submitted for case filing.

2) Submit Pleadings or Documents for Case Filing on Standard Letter Size Paper which is (8 ½ X 11).

Thank you in advance for your consideration and compliance to our request.

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

Plaintiff(s)
vs CASE NO.: 57 - - CC -

Defendant(s)

To:
Defendant(s)

EVICITION SUMMONS/RESIDENTIAL

\*\*\*\*\*

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 Santa Rosa County Courthouse, 6865 Caroline Street, Milton, Florida 32570.

(2) Mail or give a copy of your written reason(s) to:

Plaintiff/Plaintiff's Attorney:
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. Rent money deposited into the Registry of Court must be paid by Cash, Cashier's Check, or Money Order with a Registry Fee of 3% of the first \$500.00 and 1.5% over \$500.00. 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 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 , 20.

Mary M. Johnson
Clerk of the County Court

By:
As Deputy Clerk

\_\_\_\_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 \_\_\_\_\_, Florida.

(2) Enviar por correo o darle su(s) motivo(s) por escrito a:  
Demandante/Abogado del Demandante: \_\_\_\_\_  
Direccion: \_\_\_\_\_

(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 monte 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 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 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.

\_\_\_\_Vous etes poursuivi par \_\_\_\_\_  
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 Santa Rosa County Courthouse, 6865 Caroline Street, Milton, Florida 32570.

(2) Envoyer ou donner une copie au:  
Plaignant/Avocat du Plaignant: \_\_\_\_\_  
Adresse: \_\_\_\_\_

(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.

*IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA*

\_\_\_\_\_  
Plaintiff(s)

vs.

CASE NO: 57 - - CC - \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**MOTION FOR DEFAULT**

Plaintiff(s), \_\_\_\_\_,  
moves for entry of a default by the Clerk against the Defendant(s) \_\_\_\_\_  
\_\_\_\_\_ for failure to serve any paper  
on the undersigned or file any paper as required by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
OWNER, ATTORNEY or AGENT

**DEFAULT**

A default is entered in this action against the defendant(s) named in the foregoing motion for failure to serve or file any paper as required by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

MARY M. JOHNSON,  
CLERK, CIRCUIT AND COUNTY COURTS

BY: \_\_\_\_\_  
DEPUTY CLERK

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

Plaintiff(s)

-vs-

CASE NO: \_\_\_\_\_

Defendant(s)

---

---

**PLAINTIFF'S REQUEST FOR DISMISSAL OF EVICTION COMPLAINT**

PLEASE ADVISE OUR OFFICE OF THE STATUS ON THE ABOVE CASE BY CHECKING ONE OF THE CATEGORIES LISTED BELOW AND MAIL THIS FORM BACK TO OUR OFFICE SO THAT WE CAN DISMISS THIS ACTION:

\_\_\_\_\_ THE TENANT HAS VACATED THE PREMISES AND I REQUEST THAT THIS ACTION BE DISMISSED.

\_\_\_\_\_ THE TENANT HAS PAID THE RENT ARREARAGE IN FULL AND I REQUEST THAT THIS ACTION BE DISMISSED.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff(s), Agent, or Attorney

\_\_\_\_\_  
Print Name

MAIL TO: MARY M. JOHNSON, CLERK OF COURT  
ATTN: LANDLORD / TENANT DIVISION  
P. O. BOX 472  
MILTON, FLORIDA 32572