

# **LANDLORD TENANT FORMS INSTRUCTIONS**

**Individual forms can be found at**  
<https://www.floridabar.org/public/consumer/consumer004/>

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**\$7.50  
50 PAGES**

## TABLE OF CONTENTS

|   |    |
|---|----|
| Notice of Additional Requirement-- Service of Process in Action for Possession of Premises .....  | 3  |
| <a href="#">Designation of E-Mail Address for Party</a> .....   | 4  |
| <a href="#">Landlord Tenant Copies and Mailing</a> .....  | 5  |
| <a href="#">Landlord Tenant Forms—Instructions</a> .....  | 6  |
| <a href="#">Form 1</a> – Notice from Landlord to Tenant– Termination for Failure to Pay Rent.....   | 7  |
| <a href="#">Form 2</a> – Notice from Landlord to Tenant– Notice of Noncompliance for Matters Other than Failure to Pay Rent .....   | 9  |
| <a href="#">Form 3</a> – 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.....      | 11 |
| <a href="#">Form 4</a> – 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..... | 14 |
| Form <a href="#">Civil Cover Sheet</a> for Landlord Tenant Cases .....  | 16 |
| <a href="#">Form 5</a> – Complaint for Landlord to Evict Tenants .....  | 17 |
| <a href="#">Form 5a</a> – Complaint for Landlord to Evict Tenants for Failure to Pay Rent and to Recover Past Due Rent .....  | 20 |
| <a href="#">Form 6</a> – Complaint for Landlord to Evict Tenants for Failure to Comply with Rental Agreement (Other than Failure to Pay Rent) .....   | 22 |
| <a href="#">Form 7</a> – Eviction Summons —Residential, Fla. R. Civ. Proc. 1.923(a).....  | 25 |
| <a href="#">Form 7b</a> – Answer—Residential Eviction, Fla. R. Civ. Proc. 1.947(b) .....  | 28 |
| <a href="#">Form 12</a> – Notice of Intention to Impose Claim on Security Deposit .....   | 31 |
| <a href="#">Form 15</a> – Motion for Clerk's Default – Residential Eviction .....   | 34 |
| Clerk's Default – Residential Eviction.....   | 35 |
| <a href="#">Form 16</a> – Motion for Clerk's Default – Damages (Residential Eviction) .....   | 36 |
| Clerk's Default – Damages (Residential Eviction).....   | 37 |
| <a href="#">Form 17</a> – Motion for Default Final Judgment (Residential Eviction) .....  | 38 |
| Form 18– Motion for Default Final Judgment – Damages (Residential Eviction) .....   | 39 |
| <a href="#">Form 19</a> – Affidavit of Damages .....  | 40 |
| <a href="#">Form 20</a> – Nonmilitary Affidavit .....   | 42 |
| <a href="#">Form 21</a> – Blank Motion Form .....   | 44 |
| <b>*****SUBMIT FINAL JUDGMENT TO JUDGE’S OFFICE ONLY*****</b>   |    |
| <a href="#">Form 9</a> – Final Judgment – Damages.....  | 45 |
| <a href="#">Form 10</a> – Final Judgment – Eviction.....  | 47 |
| <b>*****SUBMIT WRIT TO CLERK AFTER JUDGMENT ENTERED*****</b>  |    |
| <a href="#">Form 11</a> – Writ of Possession .....  | 49 |

## **Notice: Additional Requirement**

### Service of Process in Action for Possession of Premises

#### **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

IN THE COUNTY/CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
Plaintiff,

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

v.

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

\_\_\_\_\_  
Defendant.

**DESIGNATION OF E-MAIL ADDRESS FOR A PARTY  
NOT REPRESENTED BY AN ATTORNEY [Fla. R. Gen. Prac. & Jud. Admin. FORM 2.602]**

Pursuant to Fla. R. Gen. Prac. & Jud. Admin. 2.516(b)(1)(C),  
I, \_\_\_\_\_, designate the e-mail address(es) below for  
electronic service of all documents related to this case.

By completing this form, I am authorizing the court, clerk of court, and all parties to send copies  
of notices, orders, judgments, motions, pleadings, or other written communications to me by e-  
mail or through the Florida Courts E-filing Portal.

I understand that I must keep the clerk’s office and any opposing party or parties notified of my  
current mailing address or e-mail address. I will file a written notice with the clerk if my mailing  
address or e-mail address changes again.

Designated e-mail address: \_\_\_\_\_

Secondary designated e-mail address(es), if any: \_\_\_\_\_

I certify that a copy has been furnished on \_\_\_\_\_, by e-mail, delivery,  
mail [choose one] to: Clerk of Court for Alachua County, and to:

\_\_\_\_\_  
\_\_\_\_\_  
(insert name(s) and address(es))

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

## REQUIRED DOCUMENTS, COPIES AND MAILING

These are the documents needed to open the case and for service on the defendants.

### DESIGNATION OF E-MAIL ADDRESS

ACTION FOR POSSESSION, the clerk needs

Complaint for possession

A 5-day summons for each defendant

ACTION FOR POSSESSION AND BACK RENT the clerk needs

Complaint for possession and damages

A 5-day and 20-day summons for each defendant

POSTED SERVICE: in order for service to be valid when a 5-day summons is posted because the defendant is not present for service, a copy of the summons and complaint must also be mailed to the defendant. See Fla. Stat. 48.183. To accomplish this mailing, for each defendant so served, provide to the clerk:

A copy of the complaint

A copy of the 5-day summons

An addressed, stamped envelope (regular mail, first class)

**A default based on posted service can only be entered if the mailing of the complaint and 5-day summons is done.**

### SERVICE ON DEFENDANTS

FOR EACH DEFENDANT, CREATE A "SERVICE PACKET" THAT INCLUDES:

Original summons (if issued in person) or a printout of the issued summons if issued online

Another copy of the issued summons

A copy of the complaint for each defendant.

Deliver the packet and payment of the \$40 per defendant service fee to the Sheriff.

## LANDLORD TENANT FORMS – INSTRUCTIONS

Dear Landlord or Tenant:

The attached forms are designed for 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 referenced Florida Statute.

The residential landlord/tenant relationship is controlled by the terms of your lease and by [Part II of Chapter 83 of the Florida Statutes](#). The procedures for enforcing your rights under your lease and Part II of Chapter 83 are set forth in [section 51.011, Florida Statutes](#). You are advised to carefully review these statutes before starting any legal proceeding concerning a residential lease. Copies of these statutes are usually available at the law library located at your county courthouse and at your public library.

Before you can start a lawsuit to end a residential lease or withhold rental payments, you must first give proper written notice. The form of the notice will depend on the landlord's or tenant's reason for terminating the lease or withholding rent. There are two common reasons for a landlord to terminate 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 1 and 2 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 3 and 4 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 5A contains a complaint both for eviction and for damages for unpaid rent. If the amount of damages exceeds \$30,000 you should not use this form. If a landlord wants to evict a tenant for breaches of the lease other than failure to pay rent, the suit may be for eviction only. Form 6 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 a 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 a tenant both to evict him and for damages he will need to have both summons issued and delivered to the sheriff with the complaint. Form 7 contains the form of the summons for eviction and Form 8 the additional summons to be used if unpaid rent is also sought.

Once the complaint has been served and the Clerk has entered a default against the tenant, the landlord may ask the court to set a hearing and enter a judgment. The landlord should contact the judge's office to determine whether that request can be made verbally or will require a motion to be filed. If one is required, a general purpose motion form is included in the packet for that purpose.

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 10 contains the form of a final judgment for eviction and Form 9 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 11. 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 12 provides you with the form for a Notice of Intent to Claim Security Deposit.

FORM 1 — 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 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](#).

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

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 located at  
 \_\_\_\_\_, Florida [insert address of premises,  
 including county], 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 \_\_\_\_\_, 20\_\_\_\_ [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 [street address where Tenant can deliver rent]  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 ( \_\_\_\_\_ )  
 Phone Number  
 Hand Delivered on \_\_\_\_\_  
 Posted on \_\_\_\_\_

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



[FORM 2](#) — NOTICE FROM LANDLORD TO TENANT — NOTICE OF  
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT

Violations of a rental agreement which may entitle the Landlord to send this Notice include, the material failure of Tenant to comply with its statutory obligations to maintain the dwelling unit under Florida Statute 83.52 or material provisions of the rental agreement (other than the failure to pay rent), or reasonable rules and regulations. For the notice necessary to terminate the rental agreement under circumstances where the Tenant must be given the opportunity to remedy the violation, see Florida Statutes 83.56(2)(b).

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 rental agreement without giving the tenant an opportunity to remedy the violation. For the notice necessary to terminate the rental agreement under these circumstances, see Florida Statute 83.56(2)(a).

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

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

SOURCE: Sections [83.52](#) and [83.56](#), Florida Statutes (2009).

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

To: \_\_\_\_\_  
 Tenant's Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 From: \_\_\_\_\_  
 Date: \_\_\_\_\_

You are hereby notified that you are not complying with your rental agreement in that \_\_\_\_\_ [insert noncompliance, default or violation]. Demand is hereby made that you remedy the noncompliance, default or violation within seven days of receipt of this notice or your rental agreement 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, default or violation.

\_\_\_\_\_  
 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 3 — 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 sections [83.51\(1\) and 83.51\(2\), Florida Statutes](#), and the rental agreement and should ensure that the violations by the Landlord alleged by the Tenant in the notice do, in fact, exist. The tenant's right to termination the rental agreement exists only after notice is given and if the landlord fails to maintain the premises as required by section 83.51 or material provision of the rental agreement. Section 83.51(1) provides as follows:

**83.51** Landlord's obligation to maintain premises.

(1) 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.

(2) (a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

- 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
- 2. Locks and keys.
- 3. The clean and safe condition of common areas.
- 4. Garbage removal and outside receptacles therefor.
- 5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

- (3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1). (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.
- (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

SOURCE: [Section 83.56, Florida Statutes \(2009\)](#).

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

To: \_\_\_\_\_  
 Landlord's Name (or Landlord's authorized representative,  
 resident manager, or the person who collects rent for the  
 Landlord)  
 \_\_\_\_\_  
 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 dwelling unit as required by [Florida Statute 83.51\(1\)](#) and our rental agreement. If you do not complete the following repairs, non-compliance, violations or default in the next seven days I intend to terminate the rental agreement, move out, and hold you responsible for any damages resulting from the termination:

[list Landlord's violations, non-compliance, or default]

\_\_\_\_\_  
 Tenant's Name \_\_\_\_\_  
 \_\_\_\_\_  
 Address, Unit Number \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number \_\_\_\_\_

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

**FORM 4 — 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 notice and allowing the Landlord time to cure the non-compliance, violation, or default of its obligations. Failure to send the required notice to the Landlord has significant impact on a Tenant's rights under the rental agreement and Florida Statutes. If the non-compliance is not remedied within the time period specified by statute (or such longer time as may be granted in your written rental agreement) and the Landlord's failure to comply renders the dwelling unit untenable and the Tenant vacates, the Tenant may vacate and withhold all rent, or, if the failure to comply does not render the dwelling unit untenable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligations is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenable, the Tenant may remain in the dwelling unit and the rent shall be reduced, until the violation is cured, by an amount in proportion to the loss of rental value caused by the failure to cure the violation. 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 3.

SOURCE: Sections [83.56](#) and [83.60](#), Florida Statutes (2009).

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

To: \_\_\_\_\_  
 Landlord’s Name (or Landlord’s authorized representative,  
 resident manager, or the person who collects rent for the  
 Landlord)  
 \_\_\_\_\_  
 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 dwelling unit as required by [Florida Statute 83.51\(1\)](#) or material provisions of our rental agreement. If you do not complete the following repairs, non-compliance, violation or default, within seven days, I intend to withhold future rental payment and/or terminate the rental agreement:

*[list non-compliance, violations, or default]*

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.: ( \_\_\_\_\_ )

**CIVIL COVER SHEET COUNTY COURT**

**I. CASE STYLE**

In the COUNTY Court of the Eighth Judicial Circuit  
 In and for Alachua County, Florida

Plaintiff \_\_\_\_\_ Case #: \_\_\_\_\_  
 vs.  
 Defendant \_\_\_\_\_

**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim rounded to the nearest dollar

\$

**III. TYPE OF CASE** (If case fits more than one type, select most definitive category.) If most descriptive label is a subcategory (indented under a broader category), place an x on both the main category and subcategory boxes

- County Civil  Replevins  Other civil (non-monetary)
- Civil (\$8,001 to \$15,000)  Evictions

**IV. REMEDIES SOUGHT** (check all that apply):

- monetary (rent or other damages);  nonmonetary declaratory or injunctive relief (possession)

**V. NUMBER OF CAUSES OF ACTION:**  1 (just possession);  2 (Also claiming money damages)  
 (specify) \_\_\_\_\_ Possession of Premises  
 \_\_\_\_\_ Money Damages for rent or other damages

**VI. IS THIS ACTION A CLASS ACTION LAWSUIT?**  yes  no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- no  yes If "yes," list all related cases by name, case number, and court.

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

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**  yes  no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature \_\_\_\_\_  
 Attorney or party

Fla. Bar # \_\_\_\_\_  
 (Bar # if attorney)

\_\_\_\_\_  
 (type or print name)

\_\_\_\_\_  
 Date



[FORM 5](#) – COMPLAINT FOR LANDLORD TO EVICT TENANTS

FORM 5A -- COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO PAY RENT  
AND TO RECOVER PAST DUE RENT

Form 5 should be used if only eviction of the Tenant is sought. See Fla. R. Civ. Proc. [1.947](#) (2010). Form 5A should be used to evict the Tenant and recover damages (past due rent).

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

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]  
Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_ /

**COMPLAINT FOR EVICTION**

Plaintiff, \_\_\_\_\_ [insert name of Landlord ] sues Defendant,  
\_\_\_\_\_, [insert name of Tenant] and alleges:

1. This is an action to evict a tenant from real property in \_\_\_\_\_ [insert county in which the property is located], County, Florida.
2. Plaintiff owns the following described real property in the County:  
\_\_\_\_\_ [insert legal or street description of the property including, if applicable, unit number].
3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of \$ \_\_\_\_\_ (insert rental amount) payable \_\_\_\_\_ [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.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

|                                    |            |  |
|------------------------------------|------------|--|
| _____<br>[Insert name of Landlord] | Plaintiff, | CASE NO.: _____<br>[insert case number assigned] |
| vs.                                |            |  |
| _____<br>[Insert name of Tenant]   | Defendant. |  |
| _____/                             |            | <b><u>COMPLAINT FOR EVICTION AND DAMAGES</u></b> |

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

**COUNT I  
Tenant Eviction**

1. This is an action to evict the tenant from real property in \_\_\_\_\_ [insert county in which the property is located], County, Florida.
  
2. Plaintiff owns the following described real property in the County:  
 \_\_\_\_\_ [insert legal or street description of the property including, if applicable, unit number].
  
3. Defendant has possession of the real property under an/a (oral/written) agreement to pay rent of \$ \_\_\_\_\_ (insert rental amount) payable \_\_\_\_\_ [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.

**COUNT II  
Damages**

- 6. This is an action for damages that do not exceed \$30,000.
- 7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
- 8. Defendant owes Plaintiff \$ \_\_\_\_\_ [insert past due rent amount ]  
that is due with interest 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 6 – COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT)**

Form 6 should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent. If damages are sought a separate count, as set forth in Form 5A is necessary.

See Instructions to Form 5 and 5A.

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

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]  
Plaintiff,

vs.

\_\_\_\_\_,  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_ /

**COMPLAINT FOR EVICTION**

Plaintiff, \_\_\_\_\_ [insert name of Landlord ] sues Defendant,  
\_\_\_\_\_, [insert name of Tenant] and alleges:

1. This is an action to evict a tenant from real property in \_\_\_\_\_ [insert county in  
which the property is located], County, Florida.

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

\_\_\_\_\_ [insert legal or  
street description of the property including, if applicable, unit number].

3. Defendant has possession of the property under an/a (oral/written) agreement. A copy of the written  
agreement, if any, is attached as **Exhibit "A."**

4. Plaintiff served Defendant with a notice on \_\_\_\_\_, 20\_\_\_\_ [insert date of  
notice], giving written notice to the Defendant that the Defendant was in violation of the rental  
agreement. A copy of the notice, setting forth the violations of the rental agreement, is attached as  
**Exhibit "B."**

5. Defendant has failed to correct or discontinue the conduct 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 7](#) — 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 you are asking for money damages, you will need to use the other summons form: [EVICTION SUMMONS](#)—**RESIDENTIAL AND SUMMONS FOR BACK RENT.**

SOURCE: Fla. R. Civ. P. Form 1.923(a) (2024).

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

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
PLAINTIFF (Owner/Lessor)

Case Number: \_\_\_\_\_

-vs-

\_\_\_\_\_  
DEFENDANT (Tenant/Lessee)

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

**EVICITION SUMMONS—RESIDENTIAL**

TO: \_\_\_\_\_, Defendant(s),  
\_\_\_\_\_, Address & Phone Number

**PLEASE READ CAREFULLY**

You are being sued by \_\_\_\_\_ to require you to move out of the  
property located at \_\_\_\_\_  
\_\_\_\_\_ 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 Saturdays, Sundays, 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 TO CHALLENGE THE EVICTION ARE AS FOLLOWS:

- (1) Write down the reason(s) why you think you should not be forced to move. (You may use Florida Supreme Court Form 1.947(b), Answer— Residential Eviction, to do this.) The written reason(s) must be given to the clerk of the court at Alachua County Courthouse, 201 East University Avenue, Gainesville, Florida 32601.
- (2) Mail or take a copy of your written reason(s) to:

\_\_\_\_\_  
Landlord’s Name

\_\_\_\_\_  
Address

- (3) Pay the clerk of court\* the rent that is due. You **MUST** pay the clerk of the court the rent by money order, cashier’s check or cash, including the associated court registry fee, each time it becomes due until the lawsuit is over. Whether you win or lose the lawsuit, the judge may release this rent to the landlord. [Tenants receiving rent subsidies are only required to pay that portion of the rent for which the tenant is responsible under the government program in which they participate.]
- (4) If you and the landlord do not agree on the amount of rent owed, you must file a written request (motion) that asks the judge to decide how much money you must pay to the clerk of the court. The written request must be filed with your answer to the eviction complaint. A copy of your motion must also be mailed or hand delivered to the plaintiff(s) attorney, or if the plaintiff(s) has no attorney, to the plaintiff.

\_\_\_\_\_  
IF YOU DO NOT DO ALL OF THESE THINGS WITHIN 5 DAYS (NOT INCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS FOR YOUR - 20 - COURTHOUSE) YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.  
\_\_\_\_\_

You may want to call a lawyer right away. If you do not know a lawyer, you can contact the Lawyer Referral Service on The Florida Bar’s website. If you cannot afford a lawyer, you may be eligible for free legal aid. You can locate legal aid programs by searching for “legal aid” on The Florida Bar’s website.

**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 ADA Coordinator, Alachua County Courthouse, 201 E University Ave, Gainesville FL 32601 at (352) 337-6237 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**

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 \_\_\_\_\_, 20 \_\_\_\_.

J. K. “Jess” Irby, Esq.  
Alachua County Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

Clerk’s Address: Alachua County Courthouse, 201 East University Avenue, Gainesville, Florida 32601.  
Telephone No.: (352) 374-3636

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_

**PLAINTIFF** (Owner/Lessor)

-vs-

Case Number: \_\_\_\_\_

\_\_\_\_\_

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

**DEFENDANT** (Tenant/Lessee).

**ANSWER—RESIDENTIAL EVICTION**

**1.** The defendant answers the complaint as follows: (Check ONLY 1, a. or b.)

a.  Defendant generally denies each statement of the complaint.

b.  Defendant admits that all the statements of the complaint are true EXCEPT:

(i)  The following statement(s) in paragraph(s) \_\_\_\_\_ of the complaint is/are false. Please explain: \_\_\_\_\_  
\_\_\_\_\_

(ii)  I do not know whether the information in paragraph(s) \_\_\_\_\_ of the complaint is/are true or false, so I am denying them.

**2.** If you write down any defense other than payment of rent, then you must take one of the following steps:

a. If you agree with the landlord about the rent owed, then you must pay the rent owed into the court registry when you file this response.

b. If you disagree with the landlord about the rent owed for any reason, then you must check box 3(b) below and describe with detail why you disagree.

c. You MUST pay the clerk of court the rent each time it becomes due until the lawsuit is over.

If you fail to follow these instructions, then you will lose your defenses. You will not have a hearing in your case and you may be evicted without a court date.

**3.** The defendant sets forth the following defenses to the complaint: (Check ONLY the defenses that apply, and state brief facts to support each checked defense.)

a.  The landlord did not make repairs, and I withheld my rent after sending written notice to the landlord. (Attach a copy of the written notice to the landlord.) Please explain: \_\_\_\_\_  
\_\_\_\_\_

b.  I do not owe the total amount of rent or ongoing amount of rent the landlord claims I owe. I am also asking this court to determine the amount of rent that must be deposited into the court registry and requesting a hearing. (Motion to Determine Rent.) Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. \_\_\_ I attempted/offered to pay all the rent due before the notice to pay rent expired, but the landlord did not accept the rent payment. Please explain: \_\_\_\_\_

d. \_\_\_ I paid the rent demanded by the landlord in the notice to pay rent. Please explain: e. The landlord waived, changed, or canceled the notice that required me to move out of the residence. Please explain: \_\_\_\_\_

e. \_\_\_ The landlord filed the eviction in retaliation against me. For example, the tenant has complained to a governmental agency charged with responsibility for enforcement of building, housing, or health codes of a suspected violation, or tenant has complained directly to the landlord. Please explain: \_\_\_\_\_

f. The landlord filed the eviction in violation of the Federal Fair Housing Act and/or the Florida Fair Housing Act. Please explain: \_\_\_\_\_

g. \_\_\_ The landlord accepted rent from me after sending me the notice to terminate. Please explain: \_\_\_\_\_

h. \_\_\_ I already corrected the violations claimed by the landlord on the notice to terminate. Please explain: \_\_\_\_\_

i. \_\_\_ The landlord is not the owner of the property where I live. Please explain: \_\_\_\_\_

j. \_\_\_ I did not receive the notice to terminate, or, the notice was legally incorrect. Please explain: \_\_\_\_\_

k. \_\_\_ Other defenses. Please explain: \_\_\_\_\_

**4.** You have a constitutional right to request a trial by a jury of your peers instead of a judge. However, there are some things you should know about this right:

a. You may have waived this right in your lease, so review it carefully before requesting a jury trial.

b. If you want a jury trial, you should request it in writing when you file your answer or you may waive your right to a jury trial.

c. Jury trials are not simple to conduct. You will bear some responsibility in the process and, if you are unprepared, it may be difficult to represent yourself in a jury trial. Additionally, once you request a jury trial, if you change your mind and you want the judge to decide your case, the landlord will need to agree.

d. If you have questions about whether to request a jury trial, you should speak with an attorney.

5. Select whether you want to request a jury trial: (Check only one.)

\_\_\_ I want a judge to decide my case.

\_\_\_ I want a jury to decide my case.

All of the statements made above are true to the best of my knowledge and belief.

**CERTIFICATE OF SERVICE:** I CERTIFY that a copy has been furnished by mail / hand delivery/  
email / portal e-service on \_\_\_\_\_ to \_\_\_\_\_  
at \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

NOTE: Each defendant named in the complaint for whom this answer is filed must sign this answer unless the defendant's attorney signs.

FORM 12 — NOTICE OF INTENTION TO IMPOSE CLAIM  
ON SECURITY DEPOSIT

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 cannot 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 (2009)

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

To: \_\_\_\_\_  
 Tenant's Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 From: \_\_\_\_\_  
 Date: \_\_\_\_\_

This is a notice of my intention to impose a claim for damages in the amount of  
 \$ \_\_\_\_\_ [insert amount of damages] upon your security deposit due to  
 \_\_\_\_\_  
 [insert damage done to premises or other reason for claiming security deposit]

This notice 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 15](#) — MOTION FOR CLERK’S DEFAULT— RESIDENTIAL EVICTION

FORM 16 — MOTION FOR CLERK’S DEFAULT— DAMAGES (RESIDENTIAL EVICTION)

FORM 17 — MOTION FOR DEFAULT FINAL JUDGMENT — RESIDENTIAL EVICTION

FORM 18 — MOTION FOR DEFAULT FINAL JUDGMENT — DAMAGES (RESIDENTIAL  
EVICTION)

FORM 19 — AFFIDAVIT OF DAMAGES

FORM 20 — 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 the landlord is 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 15 should be used to obtain a clerk’s default when the tenant has failed to respond to an eviction complaint and Form 16 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 20, 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 17) and/or a Motion for Default Final Judgment – Damages (Residential Eviction) (Form 18) with an Affidavit of Damages (Form 19). If the landlord is 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.

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

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number  
Plaintiff, assigned

vs.

\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_

**MOTION FOR CLERK’S DEFAULT—  
RESIDENTIAL EVICTION**

Plaintiff asks the clerk to enter a default against \_\_\_\_\_ [name],  
Defendant, for failing to respond as required by law to Plaintiff’s Complaint for residential  
eviction.

\_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

( \_\_\_\_\_ )  
Phone Number

cc: \_\_\_\_\_  
[Insert name of Landlord]

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number  
Plaintiff, assigned  
vs.

\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_ /

**CLERK’S DEFAULT—RESIDENTIAL  
EVICTION**

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

DATE: \_\_\_\_\_

J. K. “Jess” Irby, Esq.  
Alachua County Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

cc: \_\_\_\_\_  
[Insert name of Landlord]

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number  
Plaintiff, assigned

vs.

\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_ /

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

Plaintiff asks the clerk to enter a default against \_\_\_\_\_ [name],  
Defendant, for failing to respond as required by law to Plaintiff’s Complaint for damages.

\_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
( ) \_\_\_\_\_  
Phone Number

cc: \_\_\_\_\_  
[Insert name of Landlord]

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
 [Insert name of Landlord] [insert case number  
 Plaintiff, assigned  
 vs.  
 \_\_\_\_\_  
 [Insert name of Tenant] Defendant.  
 \_\_\_\_\_

**CLERK’S DEFAULT—DAMAGES**  
**(RESIDENTIAL EVICTION)**

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

DATE: \_\_\_\_\_

J. K. “Jess” Irby, Esq.  
Alachua County Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

cc: \_\_\_\_\_  
[Insert name of Landlord]

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number assigned]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

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

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].

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

\_\_\_\_\_  
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 OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

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

Defendant.  
\_\_\_\_\_ /

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

2. Plaintiff filed a Complaint for damages against the Defendant.
2. 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 Defendant.

I CERTIFY that I \_\_\_\_ mailed, \_\_\_\_ faxed 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 fax number if sent by fax).

\_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
( \_\_\_\_\_ )  
Phone Number

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_,  
 [Insert name of Landlord]  
 Plaintiff,  
 vs.  
 \_\_\_\_\_  
 [Insert name of Tenant]  
 Defendant.  
 \_\_\_\_\_/

CASE NO.: \_\_\_\_\_  
 [insert case number assigned]

**AFFIDAVIT OF DAMAGES**

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ [name], who being first duly sworn, states as follows:

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 \$ \_\_\_\_\_ [rental amount] per \_\_\_\_\_ [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 \$ \_\_\_\_\_ [past due rent amount] as alleged in the complaint plus interest.
6. Defendant owes Plaintiff \$ \_\_\_\_\_ [amount of other damages] as alleged in the complaint plus interest.

\_\_\_\_\_  
Signature



Sworn and subscribed before me on \_\_\_\_\_ [date], by  
\_\_\_\_\_ [name], who \_\_\_ is personally know to me/ \_\_\_ produced  
\_\_\_\_\_ [document] as identification, and who took 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 Defendant at \_\_\_\_\_

\_\_\_\_\_ [insert  
t address at which tenant was served and fax number if sent by fax].

\_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ )

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]  
Plaintiff,

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

vs.

\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.

NONMILITARY AFFIDAVIT

STATE OF FLORIDA     )  
COUNTY OF            )

On this day personally appeared before me, the undersigned authority, \_\_\_\_\_, who, after being first duly sworn says:

Defendant \_\_\_\_\_ is known by Affiant not to be in the military service or any governmental agency or branch subject to the provisions of the Soldiers' and Sailors' Civil Relief Act.

That I know of my own personal knowledge that the respondent is not on active duty in the armed forces of the United States.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. (        ) \_\_\_\_\_

Sworn and subscribed before me on \_\_\_\_\_ [date], by \_\_\_\_\_ [name], who \_\_\_\_\_ is personally know to me/ \_\_\_\_\_ produced \_\_\_\_\_ [document] as identification, and who took an oath.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF FLORIDA  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

I CERTIFY that I \_\_\_ mailed, \_\_\_ faxed, or \_\_\_ hand delivered a copy of this motion and attached affidavit to the Defendant at \_\_\_\_\_  
[insert address at which tenant was served and fax number if sent by fax].

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. (        ) \_\_\_\_\_

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

IN THE COUNTY/CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
**Plaintiff,**

Case No.: \_\_\_\_\_  
**Division:** \_\_\_\_\_

-VS-

\_\_\_\_\_  
**Defendant.**

**MOTION FOR/TO** \_\_\_\_\_

The \_\_\_\_\_ Plaintiff/Petitioner \_\_\_\_\_ Defendant/Respondent (check one) moves for entry of an order by the Court granting the following relief (explain what you want the Court to do: \_\_\_\_\_)

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

The grounds or reason for this motion are (explain): \_\_\_\_\_

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

CERTIFICATE OF SERVICE

I certify that a copy has been furnished to \_\_\_\_\_ (name of party here) at \_\_\_\_\_ (address or e-mail) by e-mail/mail/hand delivery on \_\_\_\_\_ (date).

\_\_\_\_\_  
Plaintiff/Defendant

**FORM 9** — 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 in 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.

A judgment for money (if properly recorded) is a lien upon the real or personal property of the person against whom the judgment is entered for a period of ten years. The lien may then be extended for an additional period of ten years by re-recording a certified copy of the judgment prior to the expiration of the lien, and by simultaneously recording an affidavit with the current address who has a lien as a result of the judgment. The lien may not be extended beyond twenty years from the date of entry of the judgment, or beyond the point the lien is satisfied, whichever occurs first.

SOURCE: [Sections 55.081](#) and [55.10, Florida Statutes](#) (2009 )

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

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**SUBMIT ALL PROPOSED JUDGMENTS TO JUDGE'S OFFICE**

**DO NOT FILE PROPOSED JUDGMENTS WITH CLERK**

---

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

**FINAL JUDGMENT – DAMAGES**

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

ADJUDGED that Plaintiff, \_\_\_\_\_ [insert Landlord’s name], whose principal address is \_\_\_\_\_

\_\_\_\_\_ [insert Landlord's address], recover from Defendant,

\_\_\_\_\_ [insert Tenant’s name], whose principal address is

\_\_\_\_\_ the sum of \$ \_\_\_\_\_

with costs in the sum of \$ \_\_\_\_\_, making a total of \$ \_\_\_\_\_, that shall bear interest at the legal rate established 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: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

[FORM 10](#) — FINAL JUDGMENT — EVICTION

No instructions.

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**SUBMIT JUDGMENT TO JUDGE'S OFFICE**

**DO NOT FILE PROPOSED JUDGMENT WITH CLERK**

---

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
[Insert name of Landlord]

Plaintiff,

vs.

\_\_\_\_\_  
[Insert name of Tenant]

Defendant.

CASE NO.: \_\_\_\_\_  
[insert case number assigned]

**FINAL JUDGMENT – EVICTION**

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

ADJUDGED that Plaintiff, \_\_\_\_\_, [insert Landlord’s name] recover from Defendant, \_\_\_\_\_, [insert Tenant’s name] possession of the real property described as follows:

\_\_\_\_\_ [insert legal or street description of rental premises including, if applicable, unit number] and \$ \_\_\_\_\_ as court costs, FOR WHICH LET WRITS OF POSSESSION AND EXECUTION NOW ISSUE.

ORDERED on \_\_\_\_\_.

\_\_\_\_\_  
County Judge

cc: \_\_\_\_\_  
[Insert name of Landlord]

\_\_\_\_\_  
[Insert name of Tenant]

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_



FORM 11 — 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 who, if necessary, will 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](#) (2009 )

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

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**RETAIN WRIT OF POSSESSION FORM UNTIL AFTER FINAL JUDGMENT FOR POSSESSION IS ENTERED**

**AFTER FINAL JUDGMENT FOR POSSESSION IS ENTERED, SUBMIT PROPOSED WRIT OF POSSESSION TO CLERK**

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IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

\_\_\_\_\_, CASE NO.: \_\_\_\_\_  
[Insert name of Landlord] [insert case number  
Plaintiff, assigned  
vs.  
\_\_\_\_\_  
[Insert name of Tenant]  
Defendant.  
\_\_\_\_\_ /

**WRIT OF POSSESSION**

STATE OF FLORIDA  
TO THE SHERIFF OF \_\_\_\_\_ [insert county in which rental property is  
located] COUNTY, FLORIDA:

YOU ARE COMMANDED to remove all persons from the following described property in  
\_\_\_\_\_ [insert county in which rental property is located] County Florida:

\_\_\_\_\_  
[insert legal or street description of rental premises including, if applicable, unit number]  
\_\_\_\_\_ and to put  
\_\_\_\_\_ [insert Landlord's name] in possession of it.

DATED on \_\_\_\_\_.

(SEAL)

J. K. "Jess" Irby, Esq.  
Alachua County Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk

This form was completed with the assistance of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_