

*PAULA S. O'NEIL
CLERK AND COMPTROLLER
PASCO COUNTY, FLORIDA*

**ALL THE FORMS IN THIS PACKET MAY NOT BE REQUIRED
USE ONLY THE FORMS THAT APPLY TO YOUR CASE**

**LANDLORD AND TENANT EVICTION
FOR RESIDENTIAL PROPERTY ONLY**

NOTICE TO PARTIES WHO ARE NOT REPRESENTED BY AN ATTORNEY If you have questions or concerns about these forms, instructions, commentary, the use of the forms, or your legal rights, it is strongly recommended that you talk to an attorney. If you do not know an attorney, you may call the Florida Bar Lawyer Referral Service at 1-800-342-8011 or the Lawyer Referral Service listed in the yellow pages of the telephone book under "Attorney." If you do not have money to hire an attorney, you may call Bay Area Legal at 727-847-5494 (West Pasco) or 352-567-9044 (East Pasco).

Because the law does change, the forms and information about them may have become outdated. You should be aware that changes may have taken place in the law or court rules that would affect the accuracy of the forms or instructions.

FILING FEE: \$185 – County Court Landlord Tenant Actions
\$400 – Circuit Court (if exceeds \$15,000) Landlord Tenant Actions

SUMMONS FEES: There is a \$10.00 fee to issue any summons (including alias and pluries) per defendant. An additional \$7.00 is due if the Clerk of Court is to prepare the summons for a total of \$17.00 per defendant.

SHERIFF'S SERVICE FEE: \$40.00 Per Defendant for the Sheriff of Pasco County. (This must be a separate check or money order – NO CASH)

COPIES REQUIRED: Originals for filing and one set of copies per defendant for services and one set of copies along with preaddressed stamped envelopes per defendant for certificate of mailing. (You may want to make an extra set of copies for your records)

FINAL JUDGMENT: Original and one copy per defendant, plus a stamped pre-addressed envelope for all parties.

WRIT OF POSSESSION FEE: \$90.00 for the sheriff to serve the Writ of Possession after the Final Judgment has been issued.

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LANDLORD AND TENANT INSTRUCTIONS

Notice from Landlord to Tenant – Termination for Failure to Pay Rent

Notice from Landlord to Tenant – Termination for Non-Compliance Other than Failure to Pay Rent

Complaint for Eviction and Damages (Failure to Pay Rent)

Complaint for Landlord to Evict Tenants for Failure to Pay Rent and to Recover Past Due Rent

Complaint for Eviction (Failure to Comply With Lease)

Summons On Claim for Possession and/or Ancillary Relief

Non-Military Affidavit

Motion for Clerk's Default – Residential Eviction

County Civil – Motion for Court's Default

Motion for Default Final Judgment – Residential Eviction

Final Judgment – Eviction

Writ of Possession (Local Form)

Notice of Intention to Impose Claim on Security Deposit

Affidavit of Damages

Motion for Clerk's Default – Damages (Residential Eviction)

Motion for Default Final Judgment – Damages (Residential Eviction)

Final Judgment – Damages

LANDLORD AND TENANT FORMS – INSTRUCTIONS

Dear Landlord or Tenant:

The attached forms are designed for your use in the event of common landlord/tenant disputes. They should be used only for residential leases. If you have a commercial, agricultural or personal property lease you should consult with an attorney. No form should be used until you have carefully reviewed and understand the instructions preceding the form and reviewed any Florida Statute referred to.

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

Before you can start a lawsuit to end a residential lease or withhold rental payments, you must first give proper written notice. The form of the notice will depend on the landlord 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. The reasons are:

1. The tenant has not paid rent on time.
2. The tenant has not complied with the requirements of the lease or has violated Florida Statutes.

The packet contains the notices that 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. The notices, which must be sent to the landlord in each of these circumstances, are located in this packet.

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. One form contains a complaint both for eviction and for damages for unpaid rent. If the landlord wants to evict the tenant for breaches of the lease other than failure to pay rent, the suit may be for eviction only. Another form contains the complaint to evict a tenant for failure to comply with the lease other than the non-payment of rent.

At the time the complaint is filed the landlord must ask the clerk of the court to issue summonses and deliver those summonses to the sheriff, with a copy of the complaint, for service on the tenant.

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. Forms included are the final judgment for eviction and the final judgment for damages. Should a landlord receive a final judgment for eviction he/she must ask the clerk of the court to execute a Writ of Possession. The Writ of Possession should be delivered to the sheriff for service on the tenant after execution by the clerk.

The landlord 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. Notice of Intent to Claim Security Deposit form is provided.

Finally, information is provided on possible ways to collect unpaid rent from the tenant after the landlord is awarded a judgment by the court for unpaid rent.