



WILLIAM J. WALLACE
COUNTY JUDGE

STATE OF FLORIDA
NINETEENTH JUDICIAL CIRCUIT
INDIAN RIVER, MARTIN, OKEECHOBEE AND ST. LUCIE COUNTIES

OKEECHOBEE COUNTY JUDICIAL CENTER
312 N.W. 3RD STREET
OKEECHOBEE, FLORIDA 34972
(863) 763-3193
FAX (863) 763-7260

MEMORANDUM

TO: ALL PARTIES SUBMITTING CLAIMS
IN COUNTY CIVIL and SMALL

DATE: February 4, 2019

RE: SELF-ADDRESSED STAMPED ENVELOPES

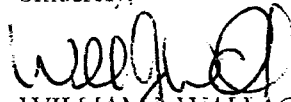
Please be advised that ALL parties submitting claims to the Clerk of Court must furnish to the Clerk at the time of filing, at least five (5) self-addressed stamped envelopes, two for the Plaintiff and two for each Defendant plus an additional envelope for each Defendant with double postage.

For Tenant Eviction cases, the Plaintiff must file the original Eviction Complaint (including all attachments or exhibits) plus two (2) copies per Tenant of the Complaint and attachments if seeking only an eviction or three (3) copies per Tenant of the Complaint and attachments if seeking eviction and money damages.

Any corporation that is a party to a Small Claims action, either Plaintiff or Defendant, must be represented by an attorney unless the corporation has given written authorization to an officer or employee of the corporation to represent the corporation (See Small Claim Rule 7.050. See Small Claims Form 7 350 for sample authorization)

Thank you.

Sincerely,


WILLIAM J. WALLACE
County Court Judge

WJW/kmh

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

(Name of Court) _____
Plaintiff _____ Case # _____
_____ Judge _____

vs.
Defendant _____

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. \$ _____

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

CIRCUIT CIVIL

- _____ Condominium
- _____ Contracts and indebtedness
- _____ Eminent domain
- _____ Auto negligence
- _____ Negligence—other
 - _____ Business governance
 - _____ Business torts
 - _____ Environmental/Toxic tort
 - _____ Third party indemnification
 - _____ Construction defect
 - _____ Mass tort
 - _____ Negligent security
 - _____ Nursing home negligence
 - _____ Premises liability—commercial
 - _____ Premises liability—residential
- _____ Products liability
- _____ Real property/Mortgage foreclosure

- Commercial foreclosure
- Homestead residential foreclosure
- Non-homestead residential foreclosure
- Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Civil
- Replevins
- Evictions
- Other civil (non-monetary)

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify) _____

VI. IS THIS CASE 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 _____ Fla. Bar # _____
Attorney or party (Bar # if attorney)

(type or print name)

Date

**LANDLORD
AND
TENANT
FORMS
INSTRUCTIONS**

FORM 1

NOTICE FROM LANDLORD TO TENANT--TERMINATION
FOR FAILURE TO PAY RENT

INSTRUCTIONS

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

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

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

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

TO: _____
(insert name of Tenant)

(insert address of Tenant)

THREE-DAY NOTICE FOR NONPAYMENT OF RENT

You hereby are notified that you are indebted to me in the sum of \$ _____ for the rent and use of the premises located at _____,
(insert street address, city and county)
Florida now occupied by you. That rent was due on _____ 20 ____, and I
(insert date)
demand payment of the rent or possession of the premises within three days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice, specifically, on or before _____ 20 ____.
(insert date calculated in accordance with statute)

CERTIFICATE OF SERVICE

I certify that a copy of this notice has been furnished to the above-named Tenant on _____ 20 ____, at _____ am/pm by:
(insert date)

1. () Delivery
2. () Posting in a conspicuous place on the premises

Signature

Name of Landlord/Property owner
(circle one)

Address (street address)

City, State, Zip Code

Phone Number

FORM 2

NOTICE FROM LANDLORD TO TENANT NOTICE OF
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT

INSTRUCTIONS

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 lawsuit for eviction.

SOURCE: Sections 83.52 and 83.56 Florida Statutes (2007).

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 lease in that _____

(insert noncompliance)

Demand is hereby made that you remedy the noncompliance within seven 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 twelve months, your tenancy is subject to termination without you being given an opportunity to cure the noncompliance.

Signature

Name of Landlord/ Property Manager

Address

City, State, Zip Code

Phone Number

This form was completed with the assistance of:

Name: _____

Address: _____

Phone Number: _____

Approved for use under rule 10-2.1(a) of
The Rules Regulating The Florida Bar

The Florida Bar 2010

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

INSTRUCTIONS

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 terminate the rental agreement exists only after giving the notice and if the Landlord materially 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.

SOURCE: Section 83.56, Florida Statutes (2007).

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

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 apartment as required by Florida Statute 83.51(1) and our lease agreement. If you do not complete the following repairs in the next seven days I will terminate the lease, move out, and hold you responsible for any damages resulting from the termination:

(list Landlord's violation, noncompliance, or default)

Signature

Tenant's Name

Address, Unit number

Phone Number

This form was completed with the assistance of:

Name: _____

Address: _____

Phone Number: _____

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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

INSTRUCTIONS

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 (2007).

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

Address

City, State, Zip Code

From: _____
Tenant

Date: _____

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.

Tenant's Name

Address, Unit Number

City, State, Zip Code

Phone Number

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This form was completed with the
assistance of:

Name:

Address:

Phone Number:

FORM 5
COMPLAINT FOR LANDLORD TO EVICT TENANTS
INSTRUCTIONS

Form 5 should be used if only eviction of the Tenant is sought. 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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

COMPLAINT FOR EVICTION

Plaintiff, _____, sues Defendant _____,
(insert name) (insert name)
and alleges:

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

(insert property address, including rental unit number, if applicable)
3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of \$ _____ payable _____.
(insert rental amount) (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 written 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.

(Landlord's signature)

(insert name of Landlord/Property Manager)
(circle one)

(insert address)

(insert city, state and zip code)

(insert telephone number)

This form was completed with the assistance of:

Name:

Address:

Phone Number:

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FORM 5A

**COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO PAY RENT AND TO RECOVER PAST DUE RENT**

INSTRUCTIONS

Form 5 should be used if only eviction of the Tenant is sought. 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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

COMPLAINT FOR EVICTION AND DAMAGES

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

COUNT I

1. This is an action to evict a tenant from residential real property located in Okeechobee County, Florida.
2. Plaintiff owns the following described real property in said County:

(insert legal or street description of rental property including, if applicable, unit #)
3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of \$ _____ payable _____.
(insert amount) (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

6. This is an action for damages that do not exceed \$15,000.00.
7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant owes Plaintiff \$ _____ that is due with interest since
(insert past due rent amount) _____, 20____.
(insert date of last rental payment Tenant failed to make)

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

(Landlord's signature)

(insert name of Landlord)

(insert address)

(insert city, state and zip code)

(insert telephone number)

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**IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

COMPLAINT FOR EVICTION AND DAMAGES

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

COUNT I

1. This is an action to evict a tenant from residential real property located in Okeechobee County, Florida.
2. Plaintiff owns the following described real property in said County:

(insert legal or street description of rental property including, if applicable, unit #)
3. Defendant has possession of the property under a/an (oral/written) agreement to pay rent of \$ _____ payable _____.
(insert amount) (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

6. This is an action for damages that do not exceed \$15,000.00.
7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant owes Plaintiff \$ _____ that is due with interest since
(insert past due rent amount) _____, 20 _____.
(insert date of last rental payment Tenant failed to make)

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

(Landlord's signature)

(insert name of Landlord)

(insert address)

(insert city, state and zip code)

(insert telephone number)

Approved for us under rule 10-2.1(a) of
The Rules Regulating The Florida Bar

The Florida Bar 2010

FORM 6

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR
FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT)

INSTRUCTIONS

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 the 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, IN AND FOR
_____ COUNTY, FLORIDA

CASE NO.: _____
(insert case number assigned by
the Clerk of the Court)

_____,
(Insert name of Landlord)
Plaintiff,

COMPLAINT FOR EVICTION

vs.

_____,
(Insert name of Tenant)
Defendant.
_____ /

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

1. This is an action to evict a tenant from real property in _____
(county where property is located)
County, Florida.

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

(insert legal or street description of rental property including, if applicable, unit number)

3. Defendant has possession of the property under a/an (oral/written) agreement to pay
rent of \$ _____ payable _____.
(insert rental amount) (insert terms of rental payments, i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as Exhibit "A."

4. Plaintiff served Defendant with a notice on _____, 20____, giving
(insert date of notice)
Written notice to the Defendant that the Defendant was in violation of his rental agreement. A
copy of said notice, setting forth the violations of the rental agreement, is attached as Exhibit
"B."

Defendant has failed to correct or discontinue the conduct set forth 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:

Phone Number:

Approved for use under rule 10-2.1(a) of
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The Florida Bar 2010

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 your Complaint is also for damages, you will need to attach Form 8.

SOURCE: Fla. R. Civ. P. 1.070(2007); Fla. R. Civ. P. Form 1.923 (2007)

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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord)

CASE NO: _____

Plaintiff,

-vs-

EVICTION SUMMONS-RESIDENTIAL

_____,
(insert name of Tenant)

Defendant.

_____ /

TO: _____
(insert name, complete address, and phone number of Tenant)

PLEASE READ CAREFULLY

You are being sued by _____ to require you to move out
(insert Landlord's name)
of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the things listed below. You must do them within 5 days (not including Saturday, Sunday, or legal holidays) after the date these papers were given to you or to a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO ARE AS FOLLOWS:

1. Write down the reason(s) why you think you should not be forced to move. The written reason(s) must be given to the Court Clerk at **Okeechobee County Judicial Center, 312 NW 3rd ST., Court Operations, 1st Floor, Okeechobee, Florida 34972.**
2. Mail or take a copy of your written reason(s) to: _____

(Insert Landlord's name and address)

3. Give the Court Clerk the rent that is due as set forth in the Landlord's complaint or as determined by the Clerk. You MUST also pay the Clerk the rent each time it becomes due until the lawsuit is over. Whether you win or lose the lawsuit, the Judge may pay this rent to the Landlord.
4. If you and the Landlord do not agree on the amount of rent owed, give the Court Clerk the money you say you owe, then before the trial you must ask the Judge to set a hearing to decide what amount should be given to the clerk.

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN 5 WORKING DAYS YOU
MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

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 the ____ day of _____, 20____.

JERALD D. BRYANT
CLERK OF CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

Clerk's address: 312 NW 3rd Street
Okeechobee, Florida 34972
Telephone Number: 863.763.2131

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

(insert name of Landlord)
Plaintiff,

CASE NO: _____

-vs-

EVICTION SUMMONS-RESIDENTIAL

(insert name of Tenant)
Defendant.

_____ /

TO: _____
(insert name, complete address, and phone number of Tenant)

PLEASE READ CAREFULLY

You are being sued by _____ to require you to move out
(insert Landlord's name)
of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the things listed below. You must do them within 5 days (not including Saturday, Sunday, or legal holidays) after the date these papers were given to you or to a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO ARE AS FOLLOWS:

1. Write down the reason(s) why you think you should not be forced to move. The written reason(s) must be given to the Court Clerk at **Okeechobee County Judicial Center, 312 NW 3rd ST., Court Operations, 1st Floor, Okeechobee, Florida 34972.**
2. Mail or take a copy of your written reason(s) to: _____

(Insert Landlord's name and address)

3. Give the Court Clerk the rent that is due as set forth in the Landlord's complaint or as determined by the Clerk. You MUST also pay the Clerk the rent each time it becomes due until the lawsuit is over. Whether you win or lose the lawsuit, the Judge may pay this rent to the Landlord.
4. If you and the Landlord do not agree on the amount of rent owed, give the Court Clerk the money you say you owe, then before the trial you must ask the Judge to set a hearing to decide what amount should be given to the clerk.

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN 5 WORKING DAYS YOU
MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

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 the _____ day of _____, 20_____.

JERALD D. BRYANT
CLERK OF CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

Clerk's address: 312 NW 3rd Street
Okeechobee, Florida 34972
Telephone Number: 863.763.2131

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord)
Plaintiff,

CASE NO: _____

-vs-

EVICTION SUMMONS-RESIDENTIAL

_____,
(insert name of Tenant)
Defendant.

_____ /

TO: _____
(insert name, complete address, and phone number of Tenant)

PLEASE READ CAREFULLY

You are being sued by _____ to require you to move out
(insert Landlord's name)
of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the things listed below. You must do them within 5 days (not including Saturday, Sunday, or legal holidays) after the date these papers were given to you or to a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO ARE AS FOLLOWS:

1. Write down the reason(s) why you think you should not be forced to move. The written reason(s) must be given to the Court Clerk at **Okeechobee County Judicial Center, 312 NW 3rd ST., Court Operations, 1st Floor, Okeechobee, Florida 34972.**
2. Mail or take a copy of your written reason(s) to: _____

(Insert Landlord's name and address)

3. Give the Court Clerk the rent that is due as set forth in the Landlord's complaint or as determined by the Clerk. You MUST also pay the Clerk the rent each time it becomes due until the lawsuit is over. Whether you win or lose the lawsuit, the Judge may pay this rent to the Landlord.
4. If you and the Landlord do not agree on the amount of rent owed, give the Court Clerk the money you say you owe, then before the trial you must ask the Judge to set a hearing to decide what amount should be given to the clerk.

IF YOU DO NOT DO ALL OF THESE THINGS WITHIN 5 WORKING DAYS YOU
MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.

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 the _____ day of _____, 20_____.

JERALD D. BRYANT
CLERK OF CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

Clerk's address: 312 NW 3rd Street
Okeechobee, Florida 34972
Telephone Number: 863.763.2131

FORM 8

SUMMONS--DAMAGES CLAIM

If a lawsuit is filed to evict the Tenant and recover back rent, both summonses, Forms 7 and 8, should be prepared and delivered to the Clerk of the Court at the time of filing the Complaint. If the Complaint seeks only to evict the Tenant, only Form 7 need be prepared and delivered to the Clerk with the Complaint. The summons or summonses should be attached to a copy of the Complaint and, after execution by the Clerk, delivered to the Sheriff or other authorized process server to be served upon the Tenant.

SOURCE: Fla. R. Civ. P. 1.070 (2007)

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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord)
Plaintiff,

CASE NO: _____

-vs-

SUMMONS-
ACTION FOR BACK RENT AND DAMAGES

_____,
(insert name of Tenant)
Defendant.

_____ /

TO: _____
(insert name, complete address, and phone number of Tenant)

Each Defendant is further required to serve written defenses to the demand for back rent and all other damages to the premises contained in said complaint upon the above-named _____ at the above-named address within 20 days after service of (insert Landlord's name) this summons upon the defendant, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on _____ or thereafter. If you fail to do so, a default will be entered (insert Landlord's name) against the Defendant for the relief demanded in that portion of the complaint.

WITNESS my hand and seal of said court this _____ day of _____, 20____.

(COURT SEAL)

JERALD D. BRYANT
CLERK OF CIRCUIT COURT COMPTROLLER

By: _____
Deputy Clerk

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord)
Plaintiff,

CASE NO: _____

-vs-

**SUMMONS-
ACTION FOR BACK RENT AND DAMAGES**

_____,
(insert name of Tenant)
Defendant.

_____ /

TO: _____
(insert name, complete address, and phone number of Tenant)
_____.

Each Defendant is further required to serve written defenses to the demand for back rent and all other damages to the premises contained in said complaint upon the above-named _____ at the above-named address within 20 days after service of (insert Landlord's name) this summons upon the defendant, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on _____ or thereafter. If you fail to do so, a default will be entered (insert Landlord's name) against the Defendant for the relief demanded in that portion of the complaint.

WITNESS my hand and seal of said court this _____ day of _____, 20_____.

(COURT SEAL)

JERALD D. BRYANT
CLERK OF CIRCUIT COURT COMPROLLER

By: _____
Deputy Clerk

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord)

Plaintiff,

CASE NO: _____

-vs-

**SUMMONS-
ACTION FOR BACK RENT AND DAMAGES**

_____,
(insert name of Tenant)

Defendant.

_____ /

TO: _____
(insert name, complete address, and phone number of Tenant)

Each Defendant is further required to serve written defenses to the demand for back rent and all other damages to the premises contained in said complaint upon the above-named _____ at the above-named address within 20 days after service of (insert Landlord's name) this summons upon the defendant, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on _____ or thereafter. If you fail to do so, a default will be entered (insert Landlord's name) against the Defendant for the relief demanded in that portion of the complaint.

WITNESS my hand and seal of said court this _____ day of _____, 20____.

(COURT SEAL)

JERALD D. BRYANT
CLERK OF CIRCUIT COURT COMPROLLER

By: _____
Deputy Clerk

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 (2007)

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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

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, _____, recover from Defendant,
(insert Landlord's name)
_____, the sum of \$ _____ with costs in the sum of
(insert Tenant's name)
\$ _____, making a total of \$ _____ that shall bear interest at the rate of ____% a
year for which let Execution now issue.

ORDERED in Okeechobee, Okeechobee County, Florida on _____, 20__.

WILLIAM J. WALLACE
COUNTY COURT JUDGE

cc: _____
(insert Landlord's name)

(insert Tenant's name)

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 (2007)

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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

WRIT OF POSSESSION

STATE OF FLORIDA
TO THE SHERIFF OF OKEECHOBEE COUNTY, FLORIDA:

YOU ARE COMMANDED to remove all persons from the following described property
in Okeechobee County, Florida: _____

(insert legal or street description of rental premises including,
_____ and to put _____

if applicable, unit number)
in possession of it.

(insert Landlord's name)

DATED on _____ day of _____, 20__.

(Court Seal)

JERALD D. BRYANT
CLERK OF CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

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 (2007)

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

Date: _____

This is a notice of my intention to impose a claim for damages in the amount of
\$ _____ upon your security due to _____
(insert amount of damages)

(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

Address

City, State, Zip Code

Phone Number

Approved for use under rule 10-2.1(a) of
The Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the assistance of:
Name:
Address:
Phone Number:

FORM 66

FINAL JUDGMENT - EVICTION

No instructions.

**IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

FINAL JUDGMENT – EVICTION

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

ADJUDGED that Plaintiff, _____, recover from Defendant,
(insert Landlord's name)

_____, possession of the real property described as follows:
(insert Tenant's name)

(insert legal or street description of rental premises including, if applicable, unit number)
by _____ am/pm on _____, 20____ and \$ _____
as court costs, for which let Writ of Possession and Execution now issue. Rent monies that were deposited into and being held in the Court's Registry Account in the amount of \$ _____ are to be disbursed to _____.

ORDERED in Okeechobee, Okeechobee County, Florida on _____, 20____.

WILLIAM J. WALLACE
COUNTY COURT JUDGE

cc: _____
(insert Landlord's name)

(insert Tenant's name)

FORM 76

MOTION FOR CLERK'S DEFAULT - RESIDENTIAL EVICTION

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 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 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 81, 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 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). 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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

**MOTION FOR CLERK'S DEFAULT --
RESIDENTIAL EVICTION**

Plaintiff asks the Clerk to enter a default against _____, Defendant,
(insert Tenant's name)
for failure to respond as required by law to Plaintiff's complaint for residential eviction.

Dated: _____, 20____.

(Landlord's signature)

(insert name of Landlord/Property Manager)
(circle one)

(insert address)

(insert city, state and zip code)

(insert telephone number)

DEFAULT – RESIDENTIAL EVICTION

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

DATED this _____ day of _____, 20____.

(Court Seal)

JERALD D. BRYANT
CLERK OF CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

cc: _____
(insert name of Landlord)

(insert name of Tenant)

FORM 77

MOTION FOR CLERK'S DEFAULT - DAMAGES
(RESIDENTIAL EVICTION)

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 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 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 81, 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 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). 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 NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

_____,
(insert name of Landlord) Plaintiff,

-vs-

CASE NO: _____

_____,
(insert name of Tenant) Defendant.

**MOTION FOR CLERK'S DEFAULT –
DAMAGES (RESIDENTIAL EVICTION)**

Plaintiff asks the Clerk to enter a default against _____ Defendant, for damages for failing to respond as required by law to Plaintiff's complaint for damages.

Dated: _____, 20__.

(Landlord's signature)

(insert name of Landlord/Property Manager)
(circle one)

(insert address)

(insert city, state and zip code)

(insert telephone number)

DEFAULT - DAMAGES

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

DATED on this _____ day of _____, 20__.

(Court Seal)

JERALD D. BRYANT
CLERK OF CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

cc: _____
(insert name of Landlord)

(insert name of Tenant)

FORM 78

MOTION FOR DEFAULT FINAL JUDGMENT
(RESIDENTIAL EVICTION)

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 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 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 81, 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 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). 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, IN AND FOR
_____ COUNTY, FLORIDA

CASE NO.: _____

(Insert name of Landlord)

Plaintiff,

vs.

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

(Insert name of Tenant)

Defendant.

_____ /

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)

Name

Address

Phone Number

cc: _____
(Insert name and address of Tenant)

This form was completed with the assistance of:
Name:
Address:
Phone Number:

Approved for use under rule 10-2.1(a) of
The Rules Regulating The Florida Bar

The Florida Bar 2010

FORM 79

MOTION FOR DEFAULT FINAL JUDGMENT – DAMAGES
(RESIDENTIAL EVICTION)

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 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 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 81, 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 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). 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, IN AND FOR
_____ COUNTY, FLORIDA

CASE NO.: _____

(Insert name of Landlord)
Plaintiff,

vs.

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

(Insert name of Tenant)
Defendant.

_____ /

Plaintiff asks the court to enter a Default Final Judgment against _____,
(name)
Defendant, for damages and says:

1. Plaintiff filed a complaint for damages against the Defendant.
2. Defendant has failed to timely file an answer and a 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 the 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 _____

Approved for use under rule 10-2.1(a)
The Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with
the assistance of:
Name:
Address:
Telephone Number:

INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW FORM 12.912(b), AFFIDAVIT OF MILITARY SERVICE (11/15)

When should this form be used?

An Affidavit of Military Service is required in every case where the Respondent has not filed an answer or appearance. The purpose is to protect the men and women serving in the U.S. military from having a court judgment entered against them without first receiving notice of the lawsuit and a chance to defend the case.

You should use this form when ALL of the following statements are true:

- The other person in your case has been served, whether by personal service or constructive service.
- The other person in your case has not responded to your petition.
- You are requesting that the court enter a default judgment against the other person.

This form should be typed or printed in black ink. After completing this form, you should sign the form before a notary public or deputy clerk. You must file the original of this form with the clerk of the circuit court when you file your **Motion for Default**, Florida Supreme Court Approved Family Law Form 12.922(a). You must also attach copies of all verifications of nonmilitary service that you received from each branch of the United States' military service. You should keep a copy for your records.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.** If you elect to participate in electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

Special notes...

Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900 (a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT,
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

Case No.: _____
Division: DOMESTIC RELATIONS

Petitioner,

and

Respondent,

AFFIDAVIT OF MILITARY SERVICE

I, {full legal name} _____, am the Petitioner in this case. To support my application for a default judgment and to comply with the Servicemembers Civil Relief Act (SCRA) (formerly known as Soldiers' and Sailors' Civil Relief Act of 1940), I swear or affirm that the following information is true:

{Please choose only one}

1. _____ I know of my own personal knowledge that the Respondent **IS** on active duty in the military service of the United States.
2. _____ I know of my own personal knowledge that Respondent **IS NOT** now on active duty in the military service of the United States, nor has the Respondent been on active military service of the United States within a period of thirty (30) days immediately before this date. "Active Service" includes reserve members of the Army, Navy, Air Force, Coast Guard, and Marines who have been ordered to report for active duty and members of the Florida National Guard who have been ordered to report to active duty for a period of more than thirty (30) days.
3. _____ I have contacted the military services of the United States and the U.S. Public Health Service and have obtained certificates showing that the Respondent is not on active duty status. These certificates are attached.
4. _____ I have attempted to determine the military status of the Respondent, but do not have sufficient information. This is what I have done to determine whether or not Respondent is on active duty in the United States military:

I have no reason to believe that s/he is on active duty at this time.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: _____

Signature of Petitioner
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____
Designated E-mail Address(es): _____

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

Sworn to or affirmed and signed before me on _____ by _____.

JERLAD D. BRYANT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

_____ Personally known
_____ Produced identification
_____ Type of identification produced _____.

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in all blanks] This form was prepared for the Petitioner.

This form was completed with the assistance of:

{name of individual}, _____

{name of business} _____

{address} _____

{city} _____, {state} _____, {zip code} _____, {telephone number} _____.

FORM 80

AFFIDAVIT OF DAMAGES

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 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 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 81, 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 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). 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, IN AND FOR
_____ COUNTY, FLORIDA

CASE NO.: _____

(Insert name of Landlord)

Plaintiff,

vs.

AFFIDAVIT OF DAMAGES

(Insert name of Tenant)

Defendant,
_____ /

STATE OF FLORIDA)
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____
(name)

who being first duly sworn, says:

1. I am _____ the Plaintiff or _____ 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 \$ _____ per _____.
(rental amount) (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 \$ _____ as alleged in the complaint plus
(past due rent amount)
interest.
6. Defendant owes Plaintiff \$ _____ as alleged in the complaint plus
(amount of other damages)
interest.

Name

Sworn and subscribed before me on _____, by _____, who
(date) (name)
_____ is personally known to me/ _____ produced _____ as identification,
(document)
and who _____ did/ _____ did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA

Name: _____

Commission No.: _____

My Commission Expires: _____

I CERTIFY that I _____ mailed, _____ faxed and mailed, or _____ hand delivered a copy of this
motion and attached affidavit to the Defendant at _____

(insert address at which tenant was served and fax number if sent by fax)

This form was completed with the assistance of:

Name: _____

Address: _____

Phone Number: _____

Approved for us under rule 10-2.1(a)
The Rules Regulating The Florida Bar

The Florida Bar 2010

FORM 81

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 76 should be used to obtain a Clerk's default when the Tenant has failed to respond to an eviction complaint and Form 77 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 81, 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 78) and/or a Motion for Default Final judgment - Damages (Residential Eviction) (Form 79) with an Affidavit of Damages (Form 80). 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, IN AND FOR
OKEECHOBEE COUNTY, FLORIDA

CASE NO.: _____

(Insert name of Landlord)

Plaintiff,

vs.

NONMILITARY AFFIDAVIT

(Insert name of Tenant)

Defendant.

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.

DATED: _____

Signature of Affiant

Name _____

Address _____

Phone Number: _____

Sworn and subscribed before me on _____, by _____
who _____ is personally known to me _____ produced _____ as identification
and who took an oath.

NOTARY PUBLIC – STATE OF FLORIDA

Name: _____

Commission No.: _____

My Commission Expires: _____

I CERTIFY that I have ___ mailed, ___ faxed and mailed, or ___ hand delivered a copy of this motion to
to the Defendant at _____

(insert address at which Tenant was served and fax number if sent by fax).

Name _____
Address _____
Fax No. _____

Approved for us under rule 10-2.1(a)
The Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed with the
assistance of:

Name:

Address:

Phone Number: