

## EVICTION CHECKLIST

1. The attached forms are designed for your use in the event of common landlord/tenant disputes. They should only be used for residential leases. If you have any other type property lease, you should consult with an attorney.
2. You must first give proper notice. Serve (by hand delivery or posting) tenant with Notice (form 1, form 2, or form 2A, 2B). *\*Keep a copy of the Notice for yourself\**
3. If using form 1: Allow three (3) days (excluding Saturday, Sunday, and legal holidays) after the Notice is given for the tenant to pay rent.

If using form 2 or 2A: Allow seven (7) days after the Notice is given for the tenant to remedy the noncompliance (form 2) or to vacate the premises (form 2A)

4. If Tenant has not paid rent and has not moved out (form 1), has not remedied the noncompliance (form 2) or has not vacated the premises (form 2A), fill out a Complaint, Summons, and Non-military Affidavit.
5. Bring to the Clerk of Court:
  - a. Filing fee of \$185.00
  - b. Summons Issue fee of \$10 per summons, per defendant;
  - c. One (1) addressed envelope per defendant with two (2) stamps on the envelope;
  - d. One (1) copy of each document (Notice, Complaint, Summons) per defendant.
  - e. New cases that will be mailed in must include payment in the form of Money Order or Cashier's Check only.
  - f. If you e-file your new case, you are responsible for submitting the appropriate envelopes to our office within the first 5 days after filing your case.
6. You will need to contact a Process Server from the approved Process Server list (available in our office) for the service of your Summons packet.
7. Allow five (5) days (excluding Saturday, Sunday, and legal holidays) after the Summons and Complaint are served for the Tenant to respond. If seeking past due rent, or other damages, allow twenty (20) days for the Tenant to respond to that Summons.
8. You will receive a Return of Service from the Process Service showing whether or not service was made on the Tenant(s). If you listed any UNKNOWN TENANT(S) and the Return of Service gives a Name to any of those Tenants, you MUST include that name or names on the Motion for Clerk's Default and Motion for Default Final Judgment mentioned below on #9.

9. If there is no response, file the Motion for Clerk's Default and Motion for Default Final Judgment with the Clerk's Office.
10. The Court can then rule that the Landlord is entitled to evict/recover damages, the Court will sign a judgment in the landlord's favor.
11. If a response is filed, contact the Clerk's Office for your next step(s).
12. Once you receive a final judgment for eviction, the Clerk of the Court will execute a Writ of Possession.
13. Take the Writ of Possession to the Sheriff for service on the Tenant. There will be a fee for this service; contact the Sheriff's Office for that fee.
14. If the Tenant(s) moves out and you wish to dismiss the case without a Final Judgment, you can find the Notice of Dismissal under Eviction Forms on our website at [www.nassauclerk.com](http://www.nassauclerk.com)

Contact the Civil Department at 904-548-4606 if you have any questions.

**Please note that all of the forms and notes are for informational purposes only and may not completely describe requirements of Florida law. You should consult an attorney as needed.**

**Do you have a written/oral lease with a designated time frame?** (Example: A one year lease)

**NO.**  
**Use form 2B** to provide your tenant with Notice.

If the rental agreement contains no provision as to the duration of the tenancy, the duration is determined by the periods for which the rent is payable. (Note: This section does not apply to a lease agreement with a set duration (example a 1 year lease) that is payable in monthly installments. If this is your situation, please see section with defined duration).

If tenant has not left after allotted time, **use form 6B, 7, 76, 78, 81.**

**YES.** Are you seeking to evict based on rent that is due, or are you seeking to evict based on your tenant not complying with a term in the lease?

**RENT IS DUE.**  
**Use form 1** to provide your tenant with Notice.

Are you seeking to recover damages from the tenant for past-due rent?

**NON-COMPLIANCE WITH THE LEASE.**  
Is the noncompliance one that the tenant is given an opportunity to cure?

(Generally, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance does not require you to give the tenant an opportunity to cure. Additionally, if you have previously notified the tenant of the same or similar noncompliance by a written warning (within the past 12 months), you are not required to give the tenant an opportunity to cure.)

**NO,** I just want to evict the tenant.  
**Use form 5.**

**YES,** I want past-due rent, and to evict the tenant.  
**Use form 5A.**

**Use form 7, 76, 81, 78**

**Use form 7, 8, 76, 77, 81, 78, 79, 80**

**YES,** The tenant has time to cure.  
**Use form 2.**  
Are you seeking an eviction and damages (ex: past due rent)?

**NO,** The tenant has no time to cure.  
**Use form 2A.**  
Are you seeking an eviction and damages (ex: past due rent)?

**NO,** I am only seeking an eviction.  
**Use form 6, 7, 76, 78, 81**

**YES,** I am seeking an eviction and damages.  
**Use form 6D, 7, 8, 76, 77, 78, 79, 80, 81**

**NO,** I am only seeking an eviction.  
**Use form 6B, 7, 76, 78, 81**

**YES,** I am seeking an eviction and damages.  
**Use form 6C, 7, 8, 76, 77, 78, 79, 80, 81**

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.

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

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 \_\_\_\_\_

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:  
Telephone Number:

FORM 2  
NOTICE FROM LANDLORD TO TENANT NOTICE OF  
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT  
WITH OPPORTUNITY TO CURE

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.

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

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 your being given an opportunity to cure the noncompliance, default or violation.

\_\_\_\_\_  
Landlord's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_

Hand Delivered on: \_\_\_\_\_

Posted on: \_\_\_\_\_

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

FORM # 2A

NOTICE FROM LANDLORD TO TENANT – NOTICE OF  
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE  
TO PAY RENT WITH NO OPPORTUNITY TO CURE

INSTRUCTIONS

Where there is a rental agreement, a 7 day notice of non-compliance may be given to tenants who have failed to comply with the provisions of the agreement. Tenants will either be given notice with an opportunity to cure, or notice with no opportunity to cure, depending on the situation:

1. Notice With Opportunity to Cure F.S. 83.56(2)(b): (use form 2)

Situations such as unauthorized pets, guests or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep premises clean and sanitary would require the Notice with an Opportunity to Cure. The Notice must list each adult occupying the premises along with the correct address of the premises. All reasons for non-compliance **MUST** be listed and **the tenant is given seven (7) days from the date of the written notice to remedy the non-compliance or the agreement will be terminated.** If the agreement is terminated, then the tenant(s) must vacate the premises.

2. Notice With No Opportunity to Cure F.S. 83.56(2)(a) (use form 2A)

Situations such as destruction, damage, or misuse of the landlord's or other tenants' property by an intentional act or if the non-compliance is a subsequent or continuing non-compliance within 12 months of a written warning by the landlord of a similar violation would require the Notice With No Opportunity to Cure. All reasons for non-compliance must be listed and **the tenant is given seven (7) days from the delivery of the written notice to vacate the premises.**

Notice must list each adult occupying the premises, along with the correct address of the premises. Failure to provide a full and accurate address may result in multiple summonses, additional fees, and additional forms.

The delivery of 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. Once written notice has been delivered, the 7 day time period must run before initiation any lawsuit for eviction.

**This form only applies for matters where the landlord is not required to give the tenant an opportunity to cure.** See form 2 for matters where the tenant has an opportunity to cure.

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



**NOTICE FROM LANDLORD TO TENANT – NOTICE OF  
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT  
WITH NO OPPORTUNITY TO CURE**

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**

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You are hereby advised that your lease is terminated effective immediately. You have seven (7) days from the delivery of this letter to vacate the premises. This action is taken because of the non-compliance listed above.

\_\_\_\_\_  
Landlord/Agent's Signature

\_\_\_\_\_  
Landlord/Agent's Name

\_\_\_\_\_  
Landlord/Agent's address

\_\_\_\_\_  
City, State, Zip

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

Served this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_ Personal delivery

\_\_\_\_\_ Posting a copy at residence in absence of tenant

FORM # 2B

NOTICE FROM LANDLORD TO TENANT – TERMINATION OF TENANCY  
INSTRUCTIONS  
(FLA STATUTES 83.57)

When a landlord wishes to terminate tenancy where there is no designated time frame in the rental agreement, this notice would be used. The landlord is not required to give a specific reason when this notice is served. Tenants must be given the correct amount of notice as follows: \*Prior to the end of the applicable period.

- A) If the tenancy is payable from week to week, you must give 7 days notice;
- B) If the tenancy is payable from month to month, you must give 15 days notice;
- C) If the tenancy is payable from quarter to quarter, you must give 30 days notice; or
- D) If the tenancy is payable from year to year, you must give 60 days notice.

On form 2B, write in the correct amount of days that is applicable in your situation.

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

Note: If you have a written lease for one year, but your tenant makes monthly payments, this form does not apply.

**NOTICE FROM LANDLORD TO TENANT  
TERMINATION OF TENANCY  
\_\_\_\_ DAYS NOTICE**

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

YOU ARE HEREBY NOTIFIED TO QUIT AND VACATE THE PREMISES DESCRIBED AS  
[insert property address]:

On or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ [insert date that is the appropriate days out from when  
this notice is served].

This notice is given under and by authority of Section 83.57 Florida Statutes, regarding the tenancy  
under which you have been occupying and using the said described premises as of the date shown  
above.

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

\_\_\_\_\_  
OWNER/AGENT (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

This notice served on the tenant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_ AM/PM  
(circle one)

By:

- Personal delivery
- Posting a copy at resident in absence of tenant

FORM 5

COMPLAINT FOR LANDLORD TO EVICT TENANTS  
FOR NON PAYMENT OF RENT

INSTRUCTIONS

Form 5 should be used if only eviction of the Tenant is sought.

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  
NASSAU COUNTY, FLORIDA

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

\_\_\_\_\_  
[insert name of Landlord]  
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 NASSAU 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 (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

\_\_\_\_\_  
Email Address

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the Rules Regulating The Florida Bar

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

FORM 5A

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

INSTRUCTIONS

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, IN AND FOR  
NASSAU COUNTY, FLORIDA

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

CASE NO. \_\_\_\_\_  
[insert case number assigned by  
Clerk of Court]

**COMPLAINT FOR EVICTION  
AND DAMAGES**

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 NASSAU County, Florida.
2. Plaintiff owns the following described real property in the County:  
\_\_\_\_\_ [insert  
legal or street description of property including, if applicable, unit number].
3. Defendant has possession of the real property under 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 \$15,000.
7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.
8. Defendant owes Plaintiff \$ \_\_\_\_\_ that is due with interest [insert past  
due rent amount] since \_\_\_\_\_, 20\_\_ [insert date of last rental payment Tenant failed to  
make].
9. Defendant owes plaintiff \$ \_\_\_\_\_ for damages other than rent.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

\_\_\_\_\_  
Landlord's Name \_\_\_\_\_

Address, Unit Number \_\_\_\_\_

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

\_\_\_\_\_  
Email address \_\_\_\_\_

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This form was completed  
with the assistance of:

Name:

Address:

Telephone Number:



FORM 6

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR  
FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT)  
AFTER NOTICE/OPPORTUNITY TO CURE

INSTRUCTIONS

Form 6 should be used for eviction of Tenants if the Tenant's default is something other than failure to pay 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, IN AND FOR  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

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

[Insert case number assigned by Clerk  
of Court]

\_\_\_\_\_  
[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 NASSAU 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 (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 its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. 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.

\_\_\_\_\_  
Landlord's Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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The Florida Bar 2010

This form was completed

with the assistance of:

Name:

Address:

Telephone Number

## FORM # 6B

### COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT) WITH NO OPPORTUNITY TO CURE

#### INSTRUCTIONS

Form 6B should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent AND the default is something that does not require the landlord to give the tenant an opportunity to cure.

Generally, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance does not require the landlord to give the tenant an opportunity to cure. Additionally, if the landlord has previously notified the tenant of the same or similar noncompliance by a written warning (within the past 12 months), the landlord is not required to give the tenant an opportunity to cure.

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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

v.

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

[insert case number assigned by  
Clerk of the Court]

**COMPLAINT FOR EVICTION**

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

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 Nassau 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 (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 its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed to vacate the premises after notice was given.

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

\_\_\_\_\_  
OWNER/AGENT (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email address

## FORM # 6C

### COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT) WITH NO OPPORTUNITY TO CURE AND TO RECOVER PAST DUE RENT

#### INSTRUCTIONS

Form 6C should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent AND the default is something that does not require the landlord to give the tenant an opportunity to cure AND the landlord is seeking to recover damages.

Generally, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance does not require the landlord to give the tenant an opportunity to cure. Additionally, if the landlord has previously notified the tenant of the same or similar noncompliance by a written warning (within the past 12 months), the landlord is not required to give the tenant an opportunity to cure.

Note: If the landlord seeks to recover damages that are not past due rent (example: damage to personal property), complete paragraph 9 on the complaint.

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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

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

[insert case number assigned by  
Clerk of the Court]

**COMPLAINT FOR EVICTION  
AND DAMAGES**

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

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 Nassau 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 (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 its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed to vacate the premises after notice was given.

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 \$15,000.
7. Plaintiff restates those allegations contained in paragraph 1 through 5 above.
8. Defendant owes Plaintiff \$ \_\_\_\_\_ that is due with interest [insert past due rent amount] since \_\_\_\_\_, 20\_\_ [insert date of last rental payment Tenant failed to make], for unpaid rent.

9. (If applicable) Defendant owes plaintiff \$\_\_\_\_\_ for damages other than unpaid rent.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

\_\_\_\_\_  
OWNER/AGENT (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email address

## FORM # 6D

### COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN FAILURE TO PAY RENT) WITH OPPORTUNITY TO CURE AND TO RECOVER PAST DUE RENT

#### INSTRUCTIONS

Form 6D should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent AND the default is something that requires the landlord to give the tenant an opportunity to cure AND the landlord is seeking to recover damages.

If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. Use Form 2 for the Notice to Cure.

Note: If the landlord seeks to recover damages that are not past due rent (example: damage to personal property), complete paragraph 9 on the complaint.

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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

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

[insert case number assigned by  
Clerk of the Court]

**COMPLAINT FOR EVICTION**

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

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

COUNT I  
Tenant Eviction

1. This is an action to evict a Tenant from real property in Nassau 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 (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 its rental agreement. A copy of the notice, setting forth the violation of the rental agreement, is attached as Exhibit "B".
5. Defendant has failed correct or discontinue the conduct set forth in the above-mentioned notice.

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 \$15,000.
7. Plaintiff restates those allegations contained in paragraph 1 through 5 above.
8. Defendant owes Plaintiff \$ \_\_\_\_\_ that is due with interest [insert past due rent amount] since \_\_\_\_\_, 20\_\_\_\_ [insert date of last rental payment Tenant failed to make].

9. (If applicable) Defendant owes plaintiff \$ \_\_\_\_\_ for damages other than unpaid rent.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

\_\_\_\_\_  
OWNER/AGENT (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email address

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, IN AND FOR  
Nassau COUNTY, FLORIDA

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

CASE NO. \_\_\_\_\_  
[insert case number assigned by  
Clerk of the Court]

vs.

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

**EVICTION SUMMONS – RESIDENTIAL**

TO: \_\_\_\_\_ [insert name,  
address, and phone number of Tenant].

**PLEASE READ CAREFULLY**

You are being sued by \_\_\_\_\_ [insert Landlord's name] 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 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 TO CHALLENGE THE EVICTION 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 76347 Veteran's Way, Yulee, FL 32097 or 416 Centre St, Fernandina Beach, FL  
32034.

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. You MUST 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. [By  
statute, public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the  
full rent for which the tenant is responsible pursuant to federal, state, or local program in which they are  
participating.]

4. If you and the Landlord do not agree on the amount of rent owed, you must file a written request  
(motion) which asks the Judge to decide how much money you must give to the Court Clerk. 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 COURTHOUSE) 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 abovenamed Defendant.

DATED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Clerk of the Court

By: \_\_\_\_\_

Deputy Clerk

Clerk's Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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:

Telephone Number:

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, IN AND FOR  
NASSAU COUNTY, FLORIDA

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

vs.

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

CASE NO: \_\_\_\_\_  
[insert case number assigned by Clerk  
of Court]

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

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

WITNESS my hand and seal of the Court this \_\_\_ day of \_\_\_\_\_, 20\_\_.

(COURT SEAL)

Clerk of the Court

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

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

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, IN AND FOR  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

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

[insert case number assigned by the  
Clerk of Court]

\_\_\_\_\_  
[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: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email address: \_\_\_\_\_

**DEFAULT – DAMAGES**

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

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

CLERK OF THE COURT

By: \_\_\_\_\_

Deputy Clerk

cc:

\_\_\_\_\_  
[insert name of Landlord]

\_\_\_\_\_  
[insert name and address of Tenant]

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:

Telephone Number:

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.

If you listed Unknown Tenants and the Sheriff's Office Return of Service lists a name or names of those Unknown Tenants, you MUST include those names on the Motion for Clerk's Default.

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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

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

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: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Email address: \_\_\_\_\_

**DEFAULT - RESIDENTIAL EVICTION**

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

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

CLERK OF THE COURT

By: \_\_\_\_\_

Deputy Clerk

cc: \_\_\_\_\_

\_\_\_\_\_  
[insert name of Landlord]

\_\_\_\_\_  
[insert name and address of Tenant]

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:

Telephone Number:

FORM 78

MOTION FOR CLERK'S DEFAULT – RESIDENTIAL EVICTION  
MOTION FOR DEFAULT 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.

If you listed Unknown Tenants and the Sheriff's Office Return of Service lists a name or names of those Unknown Tenants, you MUST include those names on the Motion for Default Final Judgment.

FORM NOTES ARE FOR INFORMATION 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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

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

[insert case number assigned  
by Clerk of the Court]

vs.

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

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

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.

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: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email address: \_\_\_\_\_

cc :

\_\_\_\_\_  
[insert name and address of Tenant]

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: \_\_\_\_\_

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

Form 78

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 INFORMATION PURPOSED ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

vs.

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

[insert case number assigned  
by Clerk of the Court]

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

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

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.

1. Plaintiff filed a Complaint for damages against the Defendant.
2. Defendant has failed to timely file an answer and a Default has been 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: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Approved for use under rule 10.2.1(a) of  
The Rules Regulating the Florida Bar

This form was completed  
with the assistance of:

Name: \_\_\_\_\_  
The Florida Bar 2010

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

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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

Plaintiff,

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

vs.

\_\_\_\_\_  
[insert name of Tenant]

Defendant.

**AFFIDAVIT OF DAMAGES**

STATE OF FLORIDA )  
COUNTY OF NASSAU )

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 has 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.

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

Sworn and subscribed before me on \_\_\_\_\_ [date], by  
\_\_\_\_\_ (name), who \_\_\_\_\_ is personally known 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 address at which Tenant was served and fax number if sent by fax].

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

The Florida Bar 2010

Form 80

This form was completed  
with the assistance of:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

In the County Court,  
In and For Nassau County, Florida  
Case No.: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff

Vs.

\_\_\_\_\_  
Defendant

AUTHORIZATION OF CORPORATE OFFICER

\_\_\_\_\_(name) is an employee of  
\_\_\_\_\_(name of corporation that is a party to this action). This  
individual has authority to represent the corporation at any stage of the trial court proceedings,  
including mediation.

The undersigned giving the authority is an officer of the corporation.

Pursuant to section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the  
foregoing Corporate Authorization and that the facts stated in it are true.

Dated: \_\_\_\_\_

SIGNING AUTHORITY: \_\_\_\_\_

Print name and title: \_\_\_\_\_

(president; vice-president; secretary; treasurer)

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

\_\_\_\_\_

Form 81  
NON-MILITARY 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. **In order to be entitled to a default, the Non-Military 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 and/or a Motion for Default Final judgment – Damages (Residential Eviction) with an Affidavit of Damages. 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  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
[insert name of Landlord]

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

Plaintiff, Vs.

**NON-MILITARY 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 services or any governmental agency or branch subject to the provision of the Soldiers' Civil Relief Act.

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

\_\_\_\_\_  
Signature of Affiant

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA OR DEPUTY CLERK

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

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN THE COUNTY COURT, IN AND FOR  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Plaintiff,  
vs.

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

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

**DESIGNATION OF E-MAIL ADDRESS BY A PARTY NOT REPRESENTED BY AN  
ATTORNEY**

Pursuant to Florida Rule of General Practice and Judicial Administration 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  
through the Florida Court E-filing Portal.

I understand that I must keep the clerk's office and the opposing party or parties notified of my  
current e-mail address(es) and that all copies of notices, orders, judgment, motions, pleadings, or other  
written communications in this case will be served at the e-mail address(es) on record at the clerk's office.

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

\_\_\_\_\_  
Secondary designated email address(es), if any

\_\_\_\_\_  
Party signature

\_\_\_\_\_  
Printed name

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been furnished to \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_

by U.S. Mail this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.