

Cheryl Strickland

Clerk of the Circuit Court

Historical St. Johns County

4010 LEWIS SPEEDWAY

St. Augustine, Florida 32084

(904)819-3600 ext.4420, 4421, 4470

Or 904-819-3650

Email: jjackson@sjccoc.us or jmarchalleck@sjccoc.us

COMPLAINT FOR 7 DAY NOTICE

EVICITION INSTRUCTIONS

(Residential Use Only)

NOTE: Property Owners may authorize a Property Manager or another person to act as their agent. This authorization will allow the agent to complete documents necessary to evict a tenant, for posting of notice, filing complaint form and motion for default. If a hearing is scheduled, it may be required that the owner or owner's attorney appear for the hearing.

1. Complete Landlord(s) and Tenant(s) Name. **(Fill in all blanks spaces)**
2. Indicate the complete physical location of the property from which the tenant(s) is to be evicted. **(Including lot numbers; unit numbers, city, state, and zip)**
3. Indicate how Defendant came in possession of property circle either written or oral, put in the amount of rent that is due per month and the day this rent is due.
4. Indicate the date notice was served on the defendant and the date they were to deliver possession.
5. The Landlord/Agents shall not accept any money after the Eviction has been filed. If the defendant comes to you with money please tell them to deposit the money with the court. Let them know of the clerk fee that is attached, which is 3 % of the first \$500.00 then 1.5 % thereafter.
6. The filing fee for removal of tenant(s) is \$185.00. The eviction suit shall be accompanied by:
 - a. The seven day notice and a copy of any written rental agreement, if any.
 - b. In addition to the original set of documents for the court file we will need, Two (2) copies of all documents filed for each defendant you are evicting (Do not include children). If you want the Clerk to make your copies the fee is \$.15 per page. Copies made after filing are \$1.00 per page.
 - c. We will also need a self addressed, stamped envelope for each person you are evicting, and one self addressed, stamped envelope addressed to yourself.
7. The Sheriff=s fee for service of the eviction summons is \$20.00 per defendant. The Sheriff=s Office fee may be included in your clerks fees.
8. Notify the Small Claims/Eviction department of any tenant(s) vacating premises after the service of the eviction summons by the Sheriff=s office.

Reminder: Landlords may call our office to request a name check before any rental commitment is made.

Note: The Small Claims/Eviction Department cannot give legal advice to you or interpret the law for you. Information on evictions may be obtained from the **Florida Statutes chapter 83**, located at the Public Library or <http://www.onlinesunshine.org>.

The following excerpt from the Florida Statutes may assist you in the process of your case.

83.59 Right of action for possession.--

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to summary procedure provided in s. 51.011 [F.S. 1971], and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except::

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord; or

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence.

(4) The prevailing party is entitled to have judgment for costs and execution therefore.

83.56 Termination of rental agreement.

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be adequate if it is in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) 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 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 act 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. The notice shall be adequate if it is in substantially the following form:

You are hereby notified that (cite the noncompliance) . Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

**IN THE COUNTY COURT, IN AND
FOR ST. JOHNS COUNTY, FLORIDA
CASE:
DIV:**

_____ name

_____ address

_____ city, state, zip, phone

Plaintiff,

VS.

_____ name

_____ address

_____ city, state, zip, phone

Defendant,

COMPLAINT FOR EVICTION
(7 Day Notice of Termination)

Plaintiff, _____ sues Defendant, _____, and alleges:

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

3. Defendant has possession of the property under a (Written/Oral) agreement to pay rent in the amount of \$ _____ per Month; payable on the _____ day of each Month.
4. Plaintiff served written notice on the Defendant(s) on _____, that Defendant(s) tenancy was terminated and that the Defendant(s) was to vacate the above described property and deliver Possession of said premises to the Plaintiff on or before _____, That Defendant(s) holds over and continues in possession of said premises after the expiration of notice without permission of Plaintiff. A true copy of the Notice of Termination of Tenancy is attached hereto.

WHEREFORE, Plaintiff demands judgment for possession of said property against Defendant and removal of Defendant.

Plaintiff

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

Phone Number

_____, being duly sworn, state the foregoing claim is a just and true statement. Plaintiff further states that the Defendant is not in the military service of the United States.

Plaintiff

Subscribed and sworn before me this _____ day of _____ 20____.

Deputy Clerk/Notary Public