

## LANDLORD AND TENANT FORMS - INSTRUCTIONS

Dear Landlord or Tenant:

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

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

Before starting a lawsuit the Landlord should consider other remedies available and should weigh the costs, including lost time and expense, against the probability of a successful outcome. The Landlord should consider that Florida Statutes §83.48 provides for the recovery of attorneys fees and reasonable court costs by the prevailing party in any litigation arising from a failure to comply with the agreements and duties set forth in a residential lease. Attorneys fees, in some cases, might even exceed the potential recovery of past rents. Therefore factors such as those mentioned herein should be assessed prior to initiating a lawsuit.

Before you can start a lawsuit to end a residential lease or withhold rental payments, you must first give proper written notice. The form of the notice will depend on the landlord's or tenant's reason for terminating the lease or withholding rent. There are two common reasons for a landlord to terminate a lease and evict a tenant. These reasons are:

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

A court approved form and forms 1 and 2 contain the notices the landlord will need to send to the tenant in order to terminate the lease and evict the tenant.

The tenant must give notice to the landlord for one of two reasons. First, a tenant will notify the landlord to end the lease when the landlord does not maintain the property as required by the lease of Florida Statutes. Second, the tenant may instead withhold rent payments. Forms 3 and 4 contain the notices which must be sent to the landlord in each of these circumstances.

After sending the notice, it may be necessary to file a suit. The landlord will, as a general rule, have a suit against the tenant not only to evict the tenant (have the tenant removed from the property), but also for damages for unpaid rent. Form 5 contains a complaint both for eviction and for damages for unpaid rent. If the amount of damages exceeds \$15,000 you should not use this form. If the landlord wants to evict the tenant for breaches of the lease other than failure to pay rent, his suit may be for eviction only. Form 6 contains the complaint to evict a tenant for failure to comply with the lease other than the payment of rent.

At the time the complaint is filed the landlord must ask the clerk to issue summonses and deliver those summonses to the sheriff, or any other officer authorized by law to serve process, with a copy of the complaint, for service on the tenant. A separate summons is necessary for an eviction and to recover damages for unpaid rent. If a landlord is suing the tenant both to evict him and for damages he will need to have both summonses issued and delivered to the sheriff with the complaint. Form 7 contains the form of the summons for eviction and Form 8 the additional summons to be used if unpaid rent is also sought.

If the court rules that the landlord is entitled to evict the tenant and/or recover damages for unpaid rent, the court will sign a judgment in the landlord's favor. Form 9 contains the form of a final judgment for damages and Form 10 the form of a final judgment for eviction. Should a landlord receive a final judgment for eviction he must ask the clerk of the court to execute a Writ of Possession. The form of the Writ of Possession is Form 11. The Writ of Possession should be delivered to the sheriff for service on the tenant after execution by the clerk.

The landlord usually may keep the security deposit to apply against damage to the property

caused by the tenant. The landlord's right to keep the security deposit is strictly limited by the Florida Statutes. To keep the security deposit the landlord must send a notice to the tenant. Form 12 provides you with the form for a Notice of Intent to Claim Security Deposit.

The above procedures are from the Supreme Court Approved Forms

Also, enclosed in this packet are the following Court Approved forms for your use:

1. Notice of noncompliance with the requirements of the lease or where the tenant has violated Florida Statutes without a chance to cure. This form would be used if the 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. *This notice may also be used with the Supreme Court form 6 - Complaint for Eviction for Failure to Comply with Lease (Other Than Failure to Pay Rent)*

2. 15 Day Notice, -if the landlord needs possession of his property and it is not for any of the above reasons and the rent is paid on a month to month basis, this form would be used giving the tenant a fifteen day written notice to vacate the premises. The notice would state that the rental agreement is terminated and no further rent would be accepted. This notice should be given fifteen days prior to the rent being due. If the tenant does not vacate, the landlord would file his complaint for eviction. **If a written lease agreement 'has been entered into, this section does not apply.**

3. Complaint for Possession of Residential Real Property -to be used with the above stated 15 Day Notice.