

IN THE COUNTY COURT
IN AND FOR _____ COUNTY, FLORIDA

<p>_____, Plaintiff(s),</p> <p>vs.</p> <p>_____, Defendant(s).</p>	<p>Case No.: _____</p> <p>GENERAL JURISDICTION DIVISION</p>
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NON-MILITARY AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared _____, who having been duly sworn deposes and says:

1. That he/she is the Plaintiff/Landlord or an authorized agent for Plaintiff/Landlord herein.

2. That the Defendant(s), _____, are not in the military service of the United States or any of its allies.

FURTHER AFFIANT SAYETH NAUGHT

Authorized Signature

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, _____,
in _____ County, Florida by _____, who is
either personally known to me or produced the following identification:
_____.

Notary Public, State of Florida

My Commission Expires:

IN THE COUNTY COURT
IN AND FOR _____ COUNTY, FLORIDA

<p>_____, Plaintiff(s),</p> <p style="text-align: center;">vs.</p> <p>_____, Defendant(s).</p>	<p>Case No.: _____</p> <p>GENERAL JURISDICTION DIVISION</p>
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ORDER TO STRIKE ANSWER AND ENTER DEFAULT

THIS CAUSE having come on to be heard on the Plaintiff's motion to strike the Defendant(s)'s answer and renewed motion for default, and the Court having being otherwise advised in the premises, it is hereupon:

ORDERED AND ADJUDGED AS FOLLOWS:

1. The Plaintiff's motions are hereby GRANTED.
2. The Court has found that the Defendant's answer filed in this cause fails to: (1) allege that the rent claimed to be due has been paid, or was tendered to the Plaintiff or Plaintiff's agent within three days after service of notice to pay rent; (2) reflect that the rent payment has been deposited with the Clerk of the Court; and, (3) request a hearing to determine the amount of rent that should be required to be deposited into the Court Registry or alternatively, if requested, did not attach documentation in support of the motion.

Plaintiff

vs.

Defendant(s)

Case No. _____

Order to Strike Answer and Enter Default

3. Pursuant to Florida Statutes, Section 83.60(2), the Plaintiff is entitled to immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon.

DONE AND ORDERED in Chambers in _____ County, Florida, this _____ day of _____, _____.

COUNTY COURT JUDGE

Copies furnished:

Plaintiff: _____

Defendant(s): _____

IN THE COUNTY COURT

IN AND FOR _____ COUNTY, FLORIDA

_____,
 Plaintiff(s),
 vs.
 _____,
 Defendant(s).

Case No.: _____

GENERAL JURISDICTION DIVISION

RESIDENTIAL EVICTION SUMMONS

YOU ARE COMMANDED to serve this Summons in this action on Defendant:

or upon any other party duly designated or legally capable of receiving such papers for the Defendant.

PLEASE READ CAREFULLY

You are being sued by the Plaintiff/Landlord to require you to move out of the premises where you are living for the reasons given in the attached complaint.

You are entitled to a trial to determine 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 any legal holiday) 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 clerk of the court at the court location below:

(2) Mail or give a copy of your written reason(s) to the Plaintiff/Landlord at the following address:

(3) Pay to the clerk of the court the amount of rent that the attached complaint claims to be due and any rent that becomes due until the lawsuit is over. If you believe that the amount claimed in the complaint is incorrect, you should file with the clerk of the court a motion to have the court determine the amount to be paid. If you file a motion, you must attach to the motion any documents supporting your position and mail or give a copy of the motion to the Plaintiff/Plaintiff's attorney.

(4) If you file a motion to have the court determine the amount of rent to be paid to the clerk of the court, you must immediately contact the office of the judge to whom the case is assigned to schedule a hearing to decide what amount should be paid to the clerk of the court while the lawsuit is pending.

IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN 5 WORKING DAYS after the date these papers were given to you or to a person who lives with you or were posted at YOUR HOME, you may be evicted without a hearing or further notice.

(5) IF THE ATTACHED COMPLAINT ALSO CONTAINS A CLAIM FOR MONEY DAMAGES (SUCH AS UNPAID RENT), YOU MUST RESPOND TO THAT CLAIM SEPARATELY. YOU MUST WRITE DOWN THE REASONS WHY YOU BELIEVE THAT YOU DO NOT OWE THE MONEY CLAIMED. THE WRITTEN REASONS MUST BE GIVEN TO THE CLERK OF THE COURT AT THE ADDRESS SPECIFIED IN PARAGRAPH (1) ABOVE, AND YOU MUST MAIL OR GIVE A COPY OF YOUR WRITTEN RESPONSES TO THE PLAINTIFF/PLAINTIFF'S ATTORNEY AT THE ADDRESS SPECIFIED IN PARAGRAPH (2) ABOVE. THIS MUST BE DONE WITHIN 20 DAYS AFTER THE DATE THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME. THIS OBLIGATION IS SEPARATE FROM THE REQUIREMENT OF ANSWERING THE CLAIM FOR EVICTION WITHIN 5 WORKING DAYS AFTER THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME.

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(S).

DATED: _____

COPY OF THE COMPLAINT AND SUMMONS WAS

CLERK OF THE COURTS

MAILED ON _____

BY: _____

BY: _____

AS DEPUTY CLERK

**THREE-DAY NOTICE FROM LANDLORD TO TENANT
TERMINATION FOR FAILURE TO PAY RENT**

To Tenant(s):

YOU ARE HEREBY notified that you are indebted to me in the sum of
\$ _____ for the rent and use of the premises located at:

now occupied by you and that I demand payment of the rent or possession of the premises within
three (3) days (excluding Saturday, Sunday and legal holidays) from the date of delivery of this
notice, to wit: on or before the _____ day of _____, _____.

I HEREBY CERTIFY that a true and correct copy of this **THREE-DAY NOTICE** was
delivered to the above named Tenant(s) on this _____ day of _____, _____, by
regular U.S. mail OR by actual delivery to the Tenant OR by posting a copy of the same upon
the premises (**circle one**).

LANDLORD:

Printed Name

Address

Telephone: _____

Authorized Signature

IN THE COUNTY COURT

IN AND FOR _____ COUNTY, FLORIDA

_____,
 Plaintiff(s),
 vs.
 _____,
 Defendant(s).

Case No.: _____

GENERAL JURISDICTION DIVISION

**WRIT OF POSSESSION
(Residential)**

STATE OF FLORIDA
COUNTY OF _____

TO ALL AND SINGULAR THE SHERIFFS OF THE STATE:

YOU ARE COMMANDED to remove all person(s) from the following described property in
_____ County, Florida:

and to put the Plaintiff in possession of it, after twenty- four (24) hours' notice conspicuously posted on
the premises.

DATED this ____ day of _____, _____.

PLAINTIFF

CLERK OF THE COURT

Printed Name

Address
Tel.: _____

Authorized Signature

DEPUTY CLERK
Court Seal:

IN THE COUNTY COURT
IN AND FOR _____ COUNTY, FLORIDA

<p>_____,</p> <p style="text-align: center;">Plaintiff(s),</p> <p style="text-align: center;">vs.</p> <p>_____,</p> <p style="text-align: center;">Defendant(s).</p>	<p>Case No.: _____</p> <p style="text-align: center;">GENERAL JURISDICTION DIVISION</p>
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AFFIDAVIT OF NON-PAYMENT OF RENT

BEFORE ME, the undersigned authority, personally appeared _____, who having been duly sworn deposes and says:

1. That he/she is the Plaintiff/Landlord or an authorized agent for the Plaintiff/Landlord herein.
2. That no monies have been accepted from or on behalf of the Defendant(s) herein since the delivery, mailing or posting of the three-day notice.

FURTHER AFFIANT SAYETH NAUGHT

Plaintiff/Landlord Signature

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, _____,
in _____ County, Florida by _____, who is
either personally known to me or produced the following identification:
_____.

Notary Public, State of Florida

My Commission Expires:

IN THE COUNTY COURT
IN AND FOR _____ COUNTY, FLORIDA

<p>_____, Plaintiff(s),</p> <p style="text-align: center;">vs.</p> <p>_____, Defendant(s).</p>	<p>Case No.: _____</p> <p>GENERAL JURISDICTION DIVISION</p>
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COMPLAINT

Plaintiff(s), _____, Landlord,
sues the Defendant(s), _____,
Tenant(s) and alleges as follows:

COUNT I
REMOVAL OF TENANT
(Summary Procedure Pursuant to Fla. Stat. 51.011)

1. This Court has jurisdiction over this matter in that it is an action for the removal of a tenant from real property located in _____ County, Florida.

2. Venue is proper in _____ County in that the Defendant(s) are located in _____ County, and the lease at issue between the parties governs a tenancy in _____ County, Florida.

3. Plaintiff is entitled to resolve this claim through the Summary Procedure outlined in Fla. Stat. 51.011 pursuant to Fla. Stat. 83.21.

4. Plaintiff is the landlord/owners for the following described residential real property in _____ County:

Address

City, State Zip

5. The Defendant(s) have possession of the property by way of:

(Check One)

A written lease agreement. **A true and correct copy of the lease is attached hereto and incorporated herein.**

An oral lease agreement, the terms of which are:

Beginning date: _____

Ending date: _____

Rent period: Daily
 Weekly
 Monthly
 Yearly

Rent due each period: \$ _____

6. The Defendant(s) have failed to pay rent for the premises as required by the Lease.

7. The Plaintiff served the Defendant(s) with a statutory Three-Day Notice demanding the Defendant(s) for payment of said rent or possession of said premises. **A true and correct copy of the Three-Day Notice is attached hereto and incorporated herein.**

8. The Defendant(s) refuse to vacate the premises in accord with the Lease and are an unlawful holdover tenant(s). Accordingly, Plaintiff is entitled to immediate possession of the premises.

9. All conditions precedent to the maintenance of this action have occurred, been performed or have been excused.

WHEREFORE, Plaintiff demands judgment for possession of the property, and the award of costs against the Defendant(s), together with such other and further relief as this Court deems just and proper.

Dated _____.

Respectfully submitted:

Print Plaintiff/Landlord Name

Address

City, State Zip

Tel. _____

By: _____
Authorized Signature

IN THE COUNTY COURT

IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____

GENERAL JURISDICTION DIVISION

Plaintiff(s),

vs.

Defendant(s).

FINAL JUDGMENT FOR REMOVAL OF TENANT

This cause came on to be heard before me upon Plaintiff's Complaint for Removal of Tenant, and a Default having been duly and regularly entered herein, it is

ORDERED AND ADJUDGED as follows:

1. That a Final Judgment be and the same is hereby entered in favor of the Plaintiff,

_____, and against the Defendant(s),

_____, for possession of the premises

located:

for which let Writ of Possession issue.

DONE AND ORDERED in Chambers in _____ County, Florida,
this _____ day of _____, _____.

COUNTY COURT JUDGE

Copies furnished:

Plaintiff: _____

Defendant(s): _____

RUSSELL LAW OFFICES
28 West Flagler Street, Suite 201
Miami, Florida 33130
Tel. 305-373-3826 Fax 305-675-8498

Download: Florida Residential Eviction Forms
(For Possession Only)

Thank you for downloading the Florida Residential Eviction Forms. Your download should include the following eleven (11) files:

Instructions.doc
Three Day Notice.doc
Eviction Complaint (Possession).doc
Residential Eviction Summons.doc
Motion for Default and Default.doc
Non-Military Affidavit.doc
Affidavit of Nonpayment of Rent.doc
Motion to Strike Answer.doc
Order to Strike Answer and Enter Default.doc
Final Judgment for Removal of Tenant.doc
Writ of Possession (Residential).doc

The above forms have been drafted and reviewed for use in a Florida residential eviction. The forms included herein are intended for use in a simple eviction case in which you seek possession of the premises after the tenant has failed to pay rent. These forms are not intended for use in other jurisdictions outside of the State of Florida or for cases involving different reasons for the eviction.

Terms of Use: These forms are provided to you by way of a license to use. The term and condition of the license for use is as follows. First, the provision of these forms to you is not to be construed as legal advice to you. Second, by using the enclosed forms, you hereby acknowledge that you do so at your own discretion and without the benefit of legal counsel in completing the same. Third, in using these forms you agree to hold Russell Law Offices, Patrick Russell, P.A., and Patrick Russell, Esq., harmless from any and all claims, suits, or damages of any kind, whatsoever, without limitation, that you may suffer. Fourth, notwithstanding your obligation to hold Russell Law Offices, Patrick Russell, P.A., and Patrick Russell, Esq., harmless from any and all claims, suits or damages, you agree that your damages, if any, shall be specifically limited to the actual price you paid for these forms and the license to use. Fifth, you agree that the terms of use and this license shall be construed according to the laws of the State of Florida, and any action to enforce or construe this license or any action concerning the use of these forms shall be limited solely to the Circuit or County courts of Miami-Dade County, Florida.

Important Notice and Disclaimer: While the above forms are sufficient for you to file and obtain a simple residential eviction, please note that there is no substitute for the use of legal counsel when a legal matter is involved. No single collection of forms can be assembled to address every single aspect of a case or all circumstances that may arise therein. As such, the forms contained herein do not address nor will they prepare you for all circumstances that may arise during your case. Specifically, the forms will not assist you in preparing for or attending mediation or trial in an eviction case if the same is necessary. Just the same, these forms do not address issues relating to a counterclaim that a tenant may file against you during the eviction proceeding nor a tenant's motion to determine the amount of rent that is due for the premises. Accordingly, if such matters should arise in your case or if the tenant secures legal representation in your case, you are strongly urged to secure the services of a lawyer.

INSTRUCTIONS FOR FLORIDA RESIDENTIAL EVICTIONS FORMS

STEP ONE: THREE-DAY NOTICE

The first step in beginning a residential eviction in Florida for the non-payment of rent is the provision of a “Three-Day Notice” to each tenant on your lease for the property. By law, the landlord must first send a three-day notice to the tenant demanding the payment of the past due rent. The failure to provide a three-day notice will certainly result in the dismissal of your eviction complaint. The best practice in providing a three-day notice is to mail the notice to the tenant AND to post the notice on the door of the premises. You must keep a copy of the three-day notice that you mailed and posted as it will be attached to your eviction complaint. Accordingly, be sure to make sufficient copies of the three-day notice before you mail and post the same. If the tenant pays the rent as requested and you accept the same, you no longer have a basis to proceed with an eviction complaint. Please note that should the tenant fail to pay rent the following month, you would need to start all over and send another Three-Day Notice as the previous notice will no longer be valid. Under those circumstances when you want the tenant out from the property under all circumstances, you should not accept any rent monies from the tenant as that will invalidate your Three-Day Notice. In this situation, if a check is sent, you are urged to return the same because the mere holding of the check even without cashing the same can be construed as an acceptance of rent.

Completing the Three-Day Notice: In order to complete the three-day notice, you must type in the name of all tenants that have a lease with you for the premises, followed by the address of the premises. Next, type in the total amount of past due rent on the blank space provided, followed again by the address for the premises. Complete the form by typing in your name as the landlord (if a corporation, use the corporate name) followed by your address and telephone number. Be sure to sign and date the form on the spaces provided and then mail one copy to the tenant, post one copy on the door of the premises, and retain one copy for use in your eviction complaint. Please note that for the purposes of counting days, the day of the posting or delivery of the notice is not counted nor are any weekend days or governmental holidays.

STEP TWO: EVICTION COMPLAINT

After the time by which you gave the tenant to pay by way of the Three-Day Notice has expired, the second step in the eviction process is the filing of the eviction complaint. The eviction complaint is your statement that your premises have been rented to your tenant(s) but the tenant(s) have failed to pay the rent that is owed. The eviction complaint will set forth the names of the tenant(s), the location of the property, the terms of the lease including a copy of the lease if the same is written, plus a copy of the Three-Day notice.

Completing the Eviction Complaint: First, at the top of the form, type in the name of the County in Florida in which the property is located. Secondly, type the name of the Landlord in the space provided for Plaintiff and the name of each Tenant in the space provided for Defendant. You may leave the Case number space blank as that is completed by the Clerk of the Courts when you file the complaint. Paragraphs 1 and 2 only require that you fill in the name of the relevant county in the form, which is self-explanatory. Next, paragraph 4 requires that you list the information for the rental property. Paragraph 5 requires that you describe the manner in which the tenant leases the property, which can be completed by checking the relevant boxes and inserting dates and the rental payment due each period. Please note that if the lease is a written lease, you must attach a complete copy of the lease to the complaint. Likewise, with respect to Paragraph 7, you must attach a signed copy of the Three-Day notice delivered to the tenant to the complaint as well. Finally, you will need to sign and date the complaint.

STEP THREE: RESIDENTIAL EVICTION SUMMONS

The third step in the eviction process is to complete a summons for each tenant on the lease. The Residential Eviction Summons is the form that the Sheriff or a Process Server uses to physically serve a copy of the complaint upon the tenant. This form is attached to a copy of the complaint and officially puts the tenant on notice that a complaint has been filed and provides the tenant with a short description of the tenant's legal rights and obligations to respond.

Completing the Residential Eviction Summons: First, at the top of the form, please list the name of the county in which the leased property is located. Secondly, complete the names of the Plaintiff and Defendant and below, place the name of the specific tenant that is to be served. If there are two tenants or more, each tenant must have their own separate summons. Next, at the bottom of page 1, complete the name and address of the Court in which you will be filing the eviction complaint. This information tells the tenant where they must file their answer and responses. Finally, at the top of page two, fill in the name and address information for the Plaintiff/Landlord so that you will be provided with a copy of any answers or responses.

STEP FOUR: ASSEMBLING AND FILING THE EVICTION COMPLAINT

The fourth step in the eviction process is to assemble the necessary copies of the eviction complaint and residential summons, and file the same with the County Court. You will need a separate complaint and summons for each Defendant/Tenant. The amount of copies to bring with you to the Court in order to file the eviction complaint is as follows:

One original copy of the complaint and one summons for each Defendant for the Court file.

One copy of the complaint and two summons for each Defendant for the process server.

One copy of the complaint and one summons plus an addressed and stamped envelope for mailing a copy to each Defendant.

One copy of the complaint and one summons for your file.

You will now need to take all of your copies to the County Court in which the property is located along with a money order or cash for the filing fee. Please note that most Courts do not accept personal checks from customers. In addition, you will need to decide beforehand if you will be using the local Sheriff to serve the eviction complaint or a private process server. If you select the Sheriff, you will need to bring extra funds to pay the Sheriff filing fee at the time that the complaint is filed. Please call your local County Court for the relevant filing fees and Sheriff fees as those amounts vary from County to County. If you wish to use a private process server, you will take back all the extra copies for serving the complaint and give the same to your process server. The advantages of using a private process server are that they can (1) file the complaint for you at no extra charge; (2) the process server is generally faster; and (3) the process server is more responsive to your requests for an update on the status of the case.

STEP FIVE: WAITING FOR A RESPONSE

After the eviction complaint has been served upon the tenant, the tenant will have five days from the date of service or posting, not including the day of service or weekends or holidays, by which to pay the amount of rent due to the Court Registry and file a response to the complaint with the Court. You are entitled to a default and a judgment if the tenant should fail to do either, that is pay the rent or file a response. To ensure what the tenant has done, please call the Clerk of the Court and ask if any monies have been paid into the Court Registry for you case. Afterwards, also ask if the Defendant has filed any response to the eviction complaint.

1. If the tenant fails to pay any monies into the Court Registry and has failed to file a response with the Court, proceed to **Step Eight**.
2. If the tenant has not paid monies into the Court Registry but has filed a response with the Court and the response is not a Motion to Determine Rent, proceed to **Step Six**.
3. If the tenant has filed a Motion to Determine Rent or if the tenant has paid monies into the Court Registry and filed a response with the Court, you may need the services of an attorney. These responses are beyond the scope of a simple eviction and the tenant may now be seeking to avoid an eviction or may wish to assert a counterclaim against you. Under these circumstances, you are strongly urged to seek the counsel of an attorney, as mediation and a trial may now be necessary.

STEP SIX: MOTION TO STRIKE ANSWER AND MOTION FOR DEFAULT

In this case, the tenant has filed a response but has improperly failed to pay rent into the Court Registry. Under these circumstances, Florida law allows you to strike the tenant's answer as improper and obtain an immediate default.

Completing the Motion to Strike Answer and Motion for Default: First, type in the name of the County in which the case was filed, the case number, and the names of the Plaintiff and Defendant at the top of the form. Next, with paragraph 1, insert the date on which the eviction complaint was filed and the date that the three-day notice was served on the tenant. You will need to date and sign the form as provided at the bottom of page two. Finally, you must insert the date that you signed the form and the address of the Defendant/tenant on page 3 as well as sign on the space provided. You will mail a copy of this motion to the Defendant/tenant and file the original with the Court.

STEP SEVEN: ORDER TO STRIKE ANSWER AND ENTER DEFAULT

In order to secure your rights to a default pursuant to your Motion to Strike Answer and Motion for Default, you will need to complete and submit an Order for the Court to sign with your motion. The Order outlines the finding of the Court on your Motion and enters the remedy that you request. Essentially, this terminates the case early and finds in your favor because the tenant failed to follow proper procedure.

Completing the Order to Strike Answer and Enter Default: As with most forms, you will again need to fill in the proper County name along with the names of the parties and case number at the top of the form. Again, on page 2, you will at the top of the page need to fill in the relevant names and case number. At the bottom of the page, you will need to insert the name and addresses for the Plaintiff and Defendant so copies of the Order can be mailed to the parties. You should submit 1 original order plus 1 copy for yourself and 1 copy for each tenant. You must include self-addressed stamped envelopes for each copy of the order so the Court may mail the same once signed by the Judge. **Skip Step Eight and Proceed directly to Step Nine.**

STEP EIGHT: MOTION FOR DEFAULT AND DEFAULT

You are entitled to a Default in those cases in which the Tenant has not paid monies into the Court Registry or filed a response to the Eviction Complaint. A Default simply means that the Tenant has waived his right to defend in this case and you may obtain a Final Judgment for Removal of Tenant.

Completing the Motion for Default and Default: You must fill in the proper County name along with the names of the parties and case number at the top of the form. Sign and complete the form in the spaces provided under the signature line. On page two, fill in the addresses for yourself and the tenant. You must submit 1 original Motion for Default and Default to the Court. Retain 1 copy for your file.

STEP NINE: AFFIDAVIT OF NON-PAYMENT OF RENT

To prove your case and damages, you must submit an Affidavit of Non-Payment of Rent to the Court. The Affidavit merely states that no monies have been received as rent since the mailing and posting of the Three-Day Notice.

Completing the Affidavit of Non-Payment of Rent: You must fill in the proper County name along with the names of the parties and case number at the top of the form. Next, enter the name of the Landlord or Landlord's Agent who is signing this Affidavit in the space provided in the first paragraph. The Landlord or Landlord's Agent must sign this form in the presence of a Notary Public. You must submit 1 original Affidavit to the Court. Retain 1 copy for your file.

STEP TEN: NON-MILITARY AFFIDAVIT

Members of the military are often exempt from service of process when they are on duty. To protect members of the military, most cases require that you submit a Non-Military Affidavit to proceed with a default to ensure that the defendant or Tenant in this case, is not a member of the military.

Completing the Non-Military Affidavit: You must fill in the proper County name along with the names of the parties and case number at the top of the form. Next, enter the name of the Landlord or Landlord's Agent who is signing this Affidavit in the space provided in the first paragraph. Finally, the name of the Tenant must be entered in paragraph 2. The Landlord or Landlord's Agent must sign this form in the presence of a Notary Public. You must submit 1 original Affidavit to the Court. Retain 1 copy for your file.

STEP ELEVEN: FINAL JUDGMENT FOR REMOVAL OF TENANT

The official order granting you access and possession of the premises is the Final Judgment for Removal of Tenant. This document officially grants a Judgment in your favor and pronounces that the Tenant should be removed.

Completing the Final Judgment for Removal of Tenant: You must fill in the proper County name along with the names of the parties and case number at the top of the form. Enter the name of the Landlord in the first space and the tenant's name in the second space in paragraph 1. Enter the complete property address in the final space in paragraph 1. Finally, enter the addresses for the Landlord and Tenants in the spaces provided at the bottom of the form. You must submit 1 original to the Court plus 1 copy for yourself and 1 copy for each Tenant. Self-Addressed stamped envelopes should be attached to the form for the Court to mail the copies to the parties. All papers, including the Motion to Strike or Motion for Default, whichever is applicable, plus the Affidavit of Non-Payment and Non-Military Affidavit, should be filed together with the Final Judgment for Removal of Tenant with the Court.

STEP TWELVE: WRIT OF POSSESSION

In those circumstances where the Tenant has refused to leave the property after the Final Judgment for Removal of Tenant has been entered by the Court, you may need the Sheriff to go to the premises to physically remove the Tenant. When a Final Judgment for Removal of Tenant is entered by the Court, the Clerk of Court will certify this fact by completing a Writ of Possession for the property. The Writ of Possession advises the Sheriff that a Final Judgment has been entered by the Court and that the Tenants should be removed. This extra step, while rare, is required if the Tenant refuses to leave. You cannot physically remove the Tenant or the Tenant's property yourself or you may face liability for your actions. You will need to complete this form and pay an extra fee to the Sheriff to visit the property. In those circumstances, you are advised to call ahead to have a locksmith on-hand at the time of your appointment with the Sheriff so the Sheriff may be granted access to the premises.

Completing the Writ of Possession: You must fill in the proper County name along with the names of the parties and case number at the top of the form.

IN THE COUNTY COURT
IN AND FOR _____ COUNTY, FLORIDA

_____,
Plaintiff(s),

vs.

_____,
Defendant(s).

Case No.: _____

GENERAL JURISDICTION DIVISION

MOTION FOR DEFAULT AND DEFAULT

Plaintiff moves for entry of a Default by the Clerk against Defendant(s), for failure to serve any paper on the undersigned or file any paper as required by law.

I do hereby certify that no copy of an answer or other pleading of the Defendant(s) in the above styled cause has been served upon the Plaintiff, to the time of filing the above Motion for Default.

Print Name of Plaintiff / Landlord

Address

City, State Zip

Tel. _____

By: _____
Authorized Signature

DEFAULT

A Default is entered in this action against the Defendant(s) named in the foregoing Motion for failure to serve or file any paper as required by law.

DONE AND ORDERED in _____ County, Florida on this ____ day of _____, _____.

CLERK OF THE COURT

By: _____
Deputy Clerk

Copies furnished to:

Plaintiff: _____

Defendant(s): _____

IN THE COUNTY COURT
IN AND FOR _____ COUNTY, FLORIDA

<p>_____, Plaintiff(s),</p> <p style="text-align: center;">vs.</p> <p>_____, Defendant(s).</p>	<p>Case No.: _____</p> <p>GENERAL JURISDICTION DIVISION</p>
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MOTION TO STRIKE ANSWER AND MOTION FOR DEFAULT

Plaintiff, hereby files this motion to strike Defendant(s) _____ and moves for the entry of a default, and in support thereof states:

1. This action was filed on _____(date) on the basis of a three-day notice to pay rent that was delivered to the Defendant(s) on _____(date).
2. The Defendant(s) in this cause filed an answer with the Court but the answer:
 - a. Does not allege that the rent claimed to be due has been paid, or was _____

of notice to pay rent.
 - b. Does not reflect that the rent payment has been deposited with the Clerk of the Court.

c. Does not request a hearing to determine the amount of rent that should be required to be deposited into the Court Registry or alternatively, if requested, did not attach documentation in support of the motion.

3. That as of the date of filing this motion, the Defendant(s) have still not deposited the rent with the Clerk of the Court.

4. Florida Statutes, Section 83.60(2) provides that the Plaintiff is entitled to immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon.

answer and for a default in this cause with regard to possession only, and upon receipt of a proposed Final Judgment from the Plaintiff, award possession of the premises to the Plaintiff.

Dated _____.

Respectfully submitted:

Print Name of Plaintiff / Landlord

Address

City, State Zip

Tel. _____

By: _____
Authorized Signature

Certificate of Service

I HEREBY CERTIFY that on this _____ day of _____,
_____, a true and correct copy of the foregoing was MAILED to Defendant(s) at the
following address: _____.

By: _____
Authorized Signature