

## 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 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.

Forms 57 and 58 contain the notices the landlord will need to send to the tenant in order to terminate the lease and evict the tenant for those two reasons.

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 or Florida Statutes. Second, the tenant may instead withhold rent payments. Forms 59 and 60 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 61 contains a complaint both for eviction and for damages for unpaid rent. 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.

At the time the complaint is filed the landlord must ask the Clerk of the Court to issue summonses and deliver those summonses to the sheriff, 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 63 contains the form of the summons for eviction and Form 64 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 66 contains the form of a final judgment for eviction and Form 65 the form of a final judgment for damages. Should a landlord receive a final judgment for eviction he must ask the Clerk the Court to execute a Writ of Possession.

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The form for the Writ of Possession is Form 67. 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 68 provides you with the form for a Notice of Intent to Claim Security Deposit.

Finally, Form 67 gives information on possible ways to collect unpaid rent from the tenant after the landlord is awarded a judgment by the court for unpaid rent.