

Bay County Clerk of Court
PO Box 2269
300 E. 4th Street
Panama City, Fl 32402
850-747-5141
www.baycoclerk.com
Business Hours are 8:00 am to 4:30 pm

NOTICE:

Information or forms provided by the Clerk of Court should be considered as basic information only and may not be applicable to every situation. The information is not intended to be used as legal advice but as basic and general information only. It is only a brief statement and does not explain all of your options and/or rights. Specific guidance as to how to proceed with filing a lawsuit or answering a lawsuit and questions about your particular situation should be directed to a qualified attorney.

All landlords and tenants should read and become familiar with Chapter 83, Florida Statutes.

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 in the form. Copies of the statutes are available at the law library located at your county courthouse and at your public library or at www.flsenate.org. You may also visit www.floridabar.org for information on landlord rights and responsibilities.

**PLEASE UNDERSTAND DEPUTY CLERK'S
CANNOT GIVE LEGAL ADVICE**

STEPS FOR FILING AN EVICTION CASE:

1. Give written notice to the tenant to vacate. (Select form #1, #2, #3 or #4) ****If the Notice is defective your case is subject to immediate dismissal. If your case is dismissed, your court costs will not be refunded.****
2. Choose a complaint to complete and file. (Select form #7, #7a, #8 or #9)
3. File your complaint with the Clerk’s office. The **filing fee is \$185.00 PLUS \$10.00 per tenant for issuing the summons (\$20.00 per tenant if using Form 7a)**. Made payable to the Clerk of Court by cash, cashier’s check, money order, business check or major credit card. (A fee of 3.5% will be charged for using the credit card) **The clerk does not accept personal checks.**
4. Serve your complaint on the tenant. The summons will be issued by the clerk and the landlord will take the summons and a copy of the complaint to the Sheriff for service. **The Sheriff will charge \$40.00 per defendant. (\$80.00 per defendant if you are using form #7a)**
5. Tenant has 5 days (not including weekends and Holidays) to answer the summons. Tenant has 20 days to answer the summons for back rent or damages. (Count II of Form 7a)
6. You may enter a default (form 12a) against the tenant on the 6th day only if no answer to the eviction is filed.
7. File is forwarded to the Judge for review and for issuance of a Final Judgment of Eviction and Writ of Possession. *If an answer is filed by the tenant, the file is forwarded to the Judge for review.
8. If Final Judgment of Eviction and Writ of Possession is entered it must be served on the defendant. The Sheriff will charge \$90.00 for this service.
9. The tenant will have 24 hours to vacate the premises after service of the Final Judgment and Writ of Possession.

CHECK LIST FOR NUMBER OF COMPLETED FORMS NEEDED TO FILE YOUR EVICTION CASE

FOR EVICTION ONLY

	Complaint (form #7, #8 OR #9)	Eviction Summons (form #10)	Notice	Lease
One defendant	Original plus 2 copies	Original plus 3 copies	2 copies	2 copies
Two defendants	Original plus 3 copies	Original plus 5 copies	3 copies	3 copies
Three defendants	Original plus 4 copies	Original plus 7 copies	4 copies	4 copies
Four defendants	Original plus 5 copies	Original plus 9 copies	5 copies	5 copies

FOR EVICTION AND MONEY DAMAGES OR BACK RENT (COUNT I & II)

	Complaint (form #7a)	Eviction Summons (form #10)	Damages or Back Rent Summons (form #11)	Notice	Lease
One defendant	Original plus 3 copies	Original plus 3 copies	Original plus 3 copies	2 copies	2 copies
Two defendant	Original plus 5 copies	Original plus 5 copies	Original plus 5 copies	3 copies	3 copies
Three defendant	Original plus 7 copies	Original plus 7 copies	Original plus 7 copies	4 copies	4 copies
Four defendant	Original plus 9 copies	Original plus 9 copies	Original plus 9 copies	5 copies	5 copies

LANDLORD (FREQUENTLY ASKED QUESTIONS)

My tenant has not paid rent, what can I do?

You must serve the tenant with the proper notice. The notice must give them 3 working days, excluding the date of service, Saturdays, Sundays and holidays in which to pay the rent in full or vacate premises. If the tenant fails to pay or move within the required time limit, a complaint may be filed for removal of the tenant for non payment of rent.

What if the tenant wants to pay the rent after the notice is served?

Refer to Florida Statutes Chapter 83 regarding the acceptance of rent after notice is given.

Are there forms available?

Yes. You will find the forms for notices as well as the complaint in our packet or on our website at www.baycoclerk.com

What do I need to begin the suit?

At the time of filing you will need copies of the notice you have given them, the lease if there is one, a prepared complaint and summons. Refer to the instructions in our packet for the number of copies you will need.

Can a property manager file on my behalf?

A property manager may file the necessary paperwork for you as long as it remains an uncontested case. If the case goes to a hearing the owner must appear or have an attorney appear for you.

What if the tenant is doing things other than not paying the rent? What can be done to get them out?

A seven day notice with cure can be given for non-compliance with the rental agreement. If the tenant is seriously damaging the property, a seven day notice without cure may be given.

What if the tenant moves and leaves possessions in the rental unit?

Please refer to Florida Statutes Chapter 715 on how to dispose of the property and protect you from liability.

Can I just go in and take possession or change the locks on the dwelling?

The landlord should give proper notice in writing to the tenant and then the landlord should start eviction proceedings with the court which would serve the tenant with a summons by the Sheriff and give them an opportunity to file an answer. Refer to Florida Statutes 83.67 (Prohibited Practices)

If an answer is filed and the Judge has not made a decision, does the tenant still have to move at the end of the five days?

When the tenant files an answer, it will be sent to the Judge's office as soon as possible by the clerk. We must wait until the Judge has made his decision before any paperwork can be signed or a hearing set. There is no time limit on the Judge and these cases are looked at as quickly as possibly depending on the judge's calendar.

I have a tenant that has not paid rent; can I have them evicted even though they have children?

You should give the proper notice to the tenant that complies with the statutes. When the notice has been given and the time has expired, an eviction lawsuit can be filed to have the tenant vacate the property. A summons will be served on the tenant that will give them specific instructions on how to proceed.

How do I evict my son, daughter, girlfriend, boyfriend, etc, from the house I'm living in?

The eviction process is for rental property that is owned by one person and rented to another. If someone is living in your house and you no longer want him or her there, an eviction may not be the procedure to follow.

THIS PACKET CONTAINS THE FOLLOWING FORMS:

FORM 1 NOTICE TO QUIT (3 day notice)

Termination for failure to pay rent

Florida Statutes 83.56(3)

The “3-Day Notice” may be delivered by mail (add 5 days if mailed), personally delivered to the tenant, or posted on the premises if the notice cannot be delivered to the tenant.

The notice must state the amount of rent owed and the date the notice was given to the tenant.

The three day time period must run, **excluding** the day of service, Saturday, Sunday or legal holidays, before starting a suit to evict the tenant or to recover past due rent.

FORM 2 NOTICE OF NON-COMPLIANCE OF AGREEMENT

Termination for non-compliance **other than** failure to pay rent

Florida Statutes 83.56(2)(b)

The “7-Day Notice” is for lease violation. Lease violations which entitle the landlord to send this notice may include such violations as having or permitting unauthorized pets, unauthorized guests or unauthorized vehicles; parking in an unauthorized manner or permitting such parking; failing to keep the premises clean and sanitary or other activities not permitted by the lease. Tenants must be given notice of violation and a seven day opportunity to cure the violation.

The delivery of this written notice may be by mailing or delivery of a true copy to the premises or if the tenant is absent from the premises, by leaving a copy of the notice at the premises.

This written notice must be delivered and the seven day time period must run prior to any termination of the lease or any lawsuit of eviction being filed.

FORM 3 NOTICE OF NON-COMPLIANCE WITH NO OPPORTUNITY TO CURE

Non-compliance of lease or agreement with no opportunity to cure the issue

Florida Statutes 83.56(2)(a)

This “7-Day Notice” is a notice of non-compliance where the tenant has violated Florida Statutes and is of such a nature that the tenant should not be given an opportunity to fix the problem or if the non-compliance constitutes a subsequent or continuing non-compliance within 12 months of a written warning by the landlord of a similar violation.

The written notice must be delivered and the seven day time period must run prior to any termination or eviction lawsuit being filed.

FORM 4 FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

Fifteen day notice of termination of lease

This “15-day notice” is used if the landlord needs possession of this property and it is not for any of the previous reason. 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/her complaint for eviction. If a written lease agreement has been entered into, this section does not apply.

FORM 5 NOTICE TO LANDLORD FOR FAILURE TO MAINTAIN PREMISES

Termination of lease for failure of landlord to maintain premises pursuant to Florida Statutes 83.51(1)

Tenant should carefully review sections 83.5(1) and 83.51(2) Florida Statutes and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after giving the notice and if the landlord fails to make the required repairs.

FORM 6 NOTICE TO LANDLORD OF WITHHOLDING RENT

Withholding rent for failure of landlord to maintain premises as required by Florida Statutes 83.51(1)

A tenant cannot withhold rent from the landlord without sending notice and allowing the landlord time to make repairs. If the repairs are not made and the dwelling is not tenantable, the tenant may vacate and withhold all rent. If the repairs are not made, but the failure to make the repairs does not make the dwelling un-tenantable, the tenant may remain in the dwelling and the rent shall be reduced until the repairs are made by an amount in proportion to the loss of rental value caused by the failure to make repairs. In any legal proceeding however, the tenant will have to pay all past due rent and rent as it comes due during the legal proceedings, into the registry of the court. The tenant should therefore deposit all rent as it comes due in a separate bank account until the tenant's disputes with the landlord have been solved.

FORM 7 COMPLAINT FOR EVICTION

Complaint for landlord to evict the tenant for failure to pay rent

This form should be used if only eviction of the tenant is sought.

FORM 7a COMPLAINT FOR EVICTION AND DAMAGES

Complaint for landlord to evict the tenant for failure to pay rent and for a final judgment for past due rent and damages.

This form should be used to evict the tenant and to have a money judgment entered for back rent and damages.

FORM 8 COMPLAINT FOR EVICTION FOR FAILURE TO COMPLY WITH RENTAL OTHER THAN FAILURE TO PAY RENT

Complaint for landlord to evict for reasons other than failure to pay rent such as a violation of the lease.

FORM 9 COMPLAINT FOR POSSESSION OF RESIDENTIAL REAL PROPERTY

Complaint for possession of the residential real property based on the 15 day notice

This complaint is used in connection with the 15 day notice (form 4)

FORM 10 EVICTION SUMMONS – RESIDENTIAL

Summons (5-day)

If your complaint is only for eviction of the tenant, you need to complete and deliver this form to the clerk with either the complaint.

This form is to be used with Form 7 or Form 7a

FORM 11 SUMMONS- ACTION FOR BACK RENT AND DAMAGES COUNT II

Summons (20 day)

If your complaint is for eviction of the tenant **and** for any back rent and damages you should complete this form and deliver it to the clerk along with your complaint.

This form is to be used with Form 7a

FORM 12a MOTION FOR CLERK'S DEFAULT –(if no answer is filed as to the eviction)

The tenant will have **five (5)** days after service of the **complaint for eviction** to respond. Do not count Saturday, Sunday or legal Holidays. If the tenant fails to file a written response in the time allowed, you may bring in this form for a clerk to issue.

FORM 12b MOTION FOR COURT'S DEFAULT – (answer filed, but no money deposited)

In addition to filing an answer, *unless the tenant is disputing the amount of rent claimed in the complaint*, the tenant must pay the rent into the Court Registry. You may file this form asking the Judge to issue the default if the defendant filed an answer, but did not pay the rent into the Court Registry.

FORM 12c MOTION FOR CLERK'S DEFAULT – (no answer is filed as to back damages)

The tenant will have **twenty (20) straight calendar** days after service of the **complaint for back rent/damages (Count II of form 7a)** to respond. If the tenant fails to file a written response in the time allowed, you may bring this form along with Form 13 and Form 14, for a clerk to issue.

FORM 13 AFFIDAVIT OF DAMAGES *fee is \$10.00 for Clerk to notarize this form*

This form must be filed with Form 12c if a default is requested as to the complaint (form 7a) for back rent or damages. This form **MUST** be notarized before filing.

FORM 14 NON MILITARY AFFIDAVIT

This form must be filed with Form 12c if a default is requested as to the complaint (form 7a) for back rent or damages.

This form **MUST** be notarized before filing.

FORM 15 SATISFACTION OF JUDGMENT

If a Final Judgment for Damages has been entered in the case and subsequently the tenant pays the money owed, the landlord is to complete and record this form. The fee for recording the document is \$10.00 made payable by cashier's check or money order or credit card to the Clerk of Court.

FORM 16 NOTICE OF DISMISSAL

If at any time after the case has been filed the tenant vacates the premises or the landlord and tenant reach an agreement, the landlord must file this form.

NOTICE TO QUIT

To: _____
Tenant's Name

Address

City, State and 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: _____ (insert address of leased 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 of landlord / property manager

Address

City, State and Zip Code

Phone Number

Method of delivery: _____ (by hand, mailing or posting)

To: _____

Tenant's Name

Address

City, State and Zip Code

**NOTICE OF NON-COMPLIANCE
OF AGREEMENT**

From: _____

Date: _____

You are hereby notified that you are not complying with your lease in that

(insert noncompliance)

Demand is hereby made that you remedy the noncompliance within seven 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 similar nature is repeated within 12 (twelve) months, your tenancy is subject to termination without you being given an opportunity to cure the noncompliance.

Signature of landlord / property manager

Address

City, State and Zip Code

Phone number

Method of delivery: _____ (by hand, mailing or posting)

To: _____

Tenant's Name

Address

City, State and Zip Code

**NOTICE OF NON-COMPLIANCE
WITH NO OPPORTUNITY TO CURE**

You are hereby notified that your lease is terminated effective immediately. You have seven (7) days from delivery of this notice to vacate the premises. This action is taken because:

Signature of landlord / property manager

Address

City, State and Zip Code

Phone Number

Date of Delivery: _____

Method of delivery: _____ (by hand, mailing or posting)

To: _____
Tenant's name

Address

City, State and Zip Code

FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

You are hereby notified that the agreement for rent of the above named premises is hereby terminated. No further rent will be accepted.

You are requested to vacate the premises on or before the ____ day of _____, 20____ (the last day of the monthly rental period, which date must be at least 15 days after the date this notice is delivered).

Signature of landlord / property manager

Address

City, State and Zip Code

Phone Number

Date of Delivery: _____

Method of delivery: _____(by hand, mailing or posting)

To: _____

Landlord's Name

Address

City, State and Zip Code

**NOTICE TO LANDLORD FOR FAILURE
TO MAINTAIN PREMISES**

From: _____

Date: _____

Re: Seven Day Notice of Noncompliance to Landlord

This is to inform you that you are not maintaining my apartment or dwelling as required by Florida Statute 83.51(1) and our lease agreement. If you do not complete the following repairs in the next seven days, I will terminate the lease, move out and hold you responsible for any damages resulting from the termination.

(list landlords violations):

Signature of Tenant

Address

City, State and Zip Code

Phone number

To: _____

Landlord's Name

Address

City, State and Zip Code

**NOTICE TO LANDLORD OF
WITHHOLDING RENT**

From: _____

Date: _____

This is to inform you that you are not maintaining my apartment unit as required by Florida Statute 83.51(1) or material provisions of our lease agreement. If you do not complete the following repairs within seven days I intend to withhold all future rental payments.

(List landlord's violations):

Signature of Tenant

Address

City, State and Zip Code

Phone number

IN THE COUNTY COURT IN AND FOR
BAY COUNTY, FLORIDA

Case No. _____

Plaintiff / Landlord

Division _____

vs

Defendant / Tenant

COMPLAINT FOR EVICTION

Plaintiff, _____ sues Defendant _____ and alleges:
(name of landlord) (name of tenant)

1. This is an action to evict a tenant from real property in Bay County, Florida.

2. Plaintiff owns the following described real property in the County:

(insert address of the property including, if applicable, unit or lot number)

3. Defendant has possession of the property under a/an (oral / written) agreement to pay rent of \$ _____ payable _____.
(Insert terms of payments i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as exhibit "A".

4. Defendant failed to pay rent due _____, 20__.
(insert date tenant failed to pay rent)

5. Plaintiff served Defendant with a notice on _____, 20 ____ to pay the rent or
(Insert date of notice)
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 **and** the payment of any rent monies deposited into the court registry as a result of this case.

Dated: _____

Signature of Landlord / Property Manager

Address

City, State and Zip Code

Phone number

Email Address

IN THE COUNTY COURT IN AND FOR
BAY COUNTY, FLORIDA

Plaintiff / Landlord

Case No. _____

Division _____

vs

Defendant / Tenant

COMPLAINT FOR EVICTION AND DAMAGES

Plaintiff, _____ sues Defendant _____ and alleges:
(Name of landlord) (Name of tenant)

COUNT I - EVICTION

1. This is an action to evict the tenant from real property in Bay County, Florida.
2. Plaintiff owns the following described real property in the County:

(Insert address of the property including, if applicable, unit or lot number)
3. Defendant has possession of the real property under a/an (oral / written) agreement to pay rent of \$ _____ payable _____.
(Insert terms of payments i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as exhibit "A".

4. Defendant failed to pay rent due _____, 20__.
(Insert date tenant failed to pay rent)
5. Plaintiff served Defendant with a notice on _____, 20 ____ to pay the rent or
(Insert date of notice)
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 **and** the payment of any rent monies deposited into the court registry as a result of this case.

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 \$_____ (past due rent amount) that is due with interest since _____, 20 _____. (Date of last rental payment tenant failed to make) and \$_____ for damages to property.

Wherefore, Plaintiff demands judgment for damages against Defendant.

Dated: _____

Signature of Landlord / Property Manager

Address

City, State and Zip Code

Phone number

Email Address

IN THE COUNTY COURT IN AND FOR
BAY COUNTY, FLORIDA

Plaintiff / Landlord

Case No. _____

vs

Division _____

Defendant / Tenant

COMPLAINT FOR EVICTION
FOR FAILURE TO COMPLY WITH RENTAL
OTHER THAN FAILURE TO PAY RENT

Plaintiff, _____ sues Defendant _____ and alleges:
(Name of landlord) (Name of tenant)

1. This is an action to evict a tenant from real property in Bay County, Florida.

2. Plaintiff owns the following described real property in the County:

(Insert address of rental property including, if applicable, unit or lot 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 ____ (date of notice), giving written notice to the Defendant that the Defendant was in violation of the rental agreement.

A copy of the notice setting forth violations of the rental agreement is attached hereto 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 and the payment of any rent monies deposited into the court registry as a result of this case.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

Email Address

Form 8

IN THE COUNTY COURT IN AND FOR
BAY COUNTY, FLORIDA

Plaintiff / Landlord

Case No. _____

vs

Division _____

Defendant / Tenant

**COMPLAINT FOR POSSESSION OF
RESIDENTIAL REAL PROPERTY**

Plaintiff, _____ sues Defendant _____ and alleges:
(Name of landlord) (Name of tenant)

1. This is an action to evict a tenant from real property in Bay County, Florida.

2. Plaintiff owns the following described real property in said County:

(Insert address of rental property including, if applicable, unit or lot number)

3. Defendant has possession of the property under a/an (oral / written) agreement to pay rent of \$ _____ payable _____.
(Insert terms of payments i.e., weekly, monthly, etc.)

A copy of the written agreement, if any, is attached as exhibit "A".

4. The defendant has been served with a fifteen (15) day notice to vacate the premises, said notice being incorporated and made a part of this complaint.

5. Plaintiff served defendant with notice on _____ (date notice was served) to deliver possession. Defendant has failed to do so.

Wherefore, Plaintiff demands possession of the premises and payment of any rent monies deposited into court registry as a result of this case.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

Email Address

Form 9

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

EVICTION SUMMONS
RESIDENTIAL

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:

Name: _____

Address: _____

READ CAREFULLY

You are being sued by _____ 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 five (5) days** (not including Saturday, Sunday or any legal holiday observed by the Clerk of the Court) after the date these papers were given to you or 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 the Bay County Courthouse, 300 E. 4th St. Room 105, Panama City, Fl 32401.
2. Mail or take a copy of the written reason(s) to the landlord:

(Name of plaintiff)

(Address of plaintiff including City, State and Zip code)

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 award 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 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.**

5. A **court registry fee** of 3% of the first \$500 and 1 ½ % of the remaining balance of the rent being paid to the Court Clerk, will be collected when the money is posted to the court registry pursuant to F.S. 28.24.

MONEY PAID INTO THE COURT REGISTRY MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER. *please remember to include the fee*

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 above named defendant.

Dated: _____

BILL KINSAUL
Clerk of Court
Bay County, Florida

By: _____
Deputy Clerk

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

SUMMONS
ACTION FOR BACK RENT AND DAMAGES
COUNT II

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:

Name: _____

Address: _____

Each defendant is further required to serve written defenses to the demand for back rent and all other damages to the premises contained in said complaint upon the above named plaintiff,

_____ At _____
(Landlord) (Landlord's address)

within 20 days after service of this summons upon the defendant, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on 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 this _____ day of _____, 20____.

BILL KINSAUL
Clerk of Court
Bay County Florida

By: _____
Deputy Clerk

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

MOTION FOR CLERK'S DEFAULT
(no answer filed as to complaint for eviction)

Plaintiff asks the Clerk to enter a default against _____,
Defendant, for failing to respond as required by law to Plaintiff's Complaint for Eviction.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

DEFAULT

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

Dated: _____

BILL KINSAUL
Clerk of Court, Bay County

By: _____
Deputy Clerk

Form 12a

*use this form to default the tenant **if no answer was filed** as to the complaint for **eviction***

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

MOTION FOR COURT'S DEFAULT
(no money deposited into court registry)

Defendant has filed a written response **but has failed to deposit rent** as required by law. Therefore, plaintiff asks the Court to enter a default against _____, Defendant.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

DEFAULT

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

Dated: _____

By: _____
County Judge

Form 12b

*use this form to default the tenant **if an answer was filed, but no money was deposited** into the court*

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

MOTION FOR CLERK'S DEFAULT
(no answer to count II of complaint Form 7a)

Plaintiff asks the Clerk to enter a default against _____,
Defendant, for failing to respond as required by law to Plaintiff's Complaint for Back Damages- Count II.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

DEFAULT

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

Dated: _____

BILL KINSAUL
Clerk of Court, Bay County

By: _____
Deputy Clerk

Form 12c

*use this form to default the tenant **if no answer was filed** as to the complaint for **back damages (Count II)***

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

AFFIDAVIT OF DAMAGES

State of Florida
County of Bay

1. Before me, the undersigned authority, personally appeared _____, who being first duly sworn, states as follows:
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 in the amount of \$_____.
4. Defendant has not paid rent due since _____.
5. Defendant owes Plaintiff \$_____ (past due rent amount) as alleged in the complaint, \$_____ in late fees, \$_____ in court costs plus interest.
6. Defendant owes Plaintiff \$_____ (amount of other damages) as alleged in the complaint plus interest.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

Sworn and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and took and oath.

Deputy Clerk or Notary Public

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

NON-MILITARY AFFIDAVIT

State of Florida
County of Bay

On this day personally appeared before me, _____ the undersigned authority who after being duly sworn, says:

Defendant is known by Affiant not to be in the military service or any government agency or branch subject to the provisions of the Soldiers' and Sailors' Civil Relief Act.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: _____

Signature of Landlord

Address

City, State and Zip Code

Phone number

State of Florida
County of Bay

Sworn and subscribed before me this _____ day of _____, 20____, by

_____, who [] is personally known to me or [] produced
_____ as identification and who took an oath.

Notary Public or Deputy Clerk

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

SATISFACTION OF JUDGMENT

The undersigned, the owner and holder of that certain Final Judgment rendered in the above captioned civil action, dated _____ and recorded in Bay County, Florida in Official Records Book _____, Page _____, does hereby acknowledge that all sums due under it have been paid in full and that said Final Judgment is hereby satisfied and is canceled and satisfied of record.

Dated this _____ day of _____, 20_____.

Signature of Plaintiff

Printed Name

State of Florida
County of Bay

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is [] personally known to me or [] produced _____ as identification.

Notary Public or Deputy Clerk

Printed Name

IN THE COUNTY COURT
IN AND FOR BAY COUNTY, FLORIDA

Plaintiff / Landlord
Vs

Case no. _____
Division _____

Defendant / Tenant

NOTICE OF DISMISSAL

The plaintiff hereby requests the above styled case be dismissed this ____ day of _____, 20____.

Signature of Landlord

Certificate of Service

I hereby certify that a copy of the foregoing Notice of Dismissal has been furnished to
_____ at _____

(Name of defendant)

(Insert address)

By [] United States Mail, [] hand delivery, this _____ day of _____, 20____.

Signature of landlord