

## PROCEDURES FOR FILING AN EVICTION CASE:

1. **Select a notice to give to the tenant(s).** (Select either form #1, #2, #3 or #4) **\*\*If the Notice is defective your case is subject to dismissal. If your case is dismissed, your court costs will not be refunded. \*\*Make a copy of the notice before posting or delivering to tenant.**
2. Once the time in the notice has expired you must complete a complaint (Select form #7, #7a, #8 or #9) and summons (form #10). **\*\*PLEASE complete only the complaint that goes with your notice\*\***
3. File your eviction case. Bring the completed complaint and summons to Room 105 of the courthouse. 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. **Your complaint must be served on the tenant(s).** The Clerk will give you a service package to take to the Bay County Sheriff's Office for service. **The Sheriff will charge \$40.00 per defendant. (\$80 per defendant if using Form 7a)**
5. The tenant has 5 business days (not including the date of service, weekends or Holidays) to answer the summons for eviction. (Tenant has 20 days to answer as to the back rent or damages portion if you filed Form 7a)
6. You may complete form 12a on the 6th business day if the tenant(s) fails to answer to the eviction complaint. The case will then be sent to the judge for a final judgment. If an answer is filed by the tenant(s) the case will be forwarded to the assigned judge for review.
7. If a Final Judgment and Writ of Possession is entered by the Judge, you will be notified by email to come back to the courthouse to retrieve certified copies for service on the tenant(s).
8. You will take the copies of the judgment to the Bay County Sheriff's Office for service on the tenant(s). **The Sheriff charges \$90 for this service. The tenant will have 24 hours to vacate the premises.**

## CHECKLIST of necessary copies for filing your case.

\_\_\_\_\_ **Notice: Clerk requires a copy, plus 1 copy for each tenant, plus 1 copy for your records.**

\_\_\_\_\_ **Lease: if any, Clerk requires a copy, plus a copy for each tenant, plus a copy for your records.**

\_\_\_\_\_ **Complaint #7, #8, OR #9 Clerk requires a copy, plus 1 copy for each tenant, plus 1 copy for your records. \*\*Complaint 7a requires 2 copies for each tenant.**

\_\_\_\_\_ **Summons Form #10: Clerk requires a copy, plus two (2) copies for each tenant, plus a copy for your records**

\_\_\_\_\_ **If you are filing Form 7a, you must also complete the Summons Form #11: Clerk requires a copy, plus two (2) copies for each tenant, plus a copy for your records.**

**FORM 1 NOTICE TO QUIT (3 day notice)**

Termination for failure to pay rent

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 before starting an eviction.

Do not include the date of delivery, weekends or Holidays when counting the days.

**When you are ready to proceed to Step #2 of the eviction process, you will need the following forms if you served this notice.**

Choose **only ONE** complaint to file:

**FORM #7 (Complaint for Eviction) AND ALSO FORM #10 (Eviction Summons)**

**OR**

**FORM #7a (Complaint for Eviction and Damages) AND ALSO FORM #10 (Eviction Summons)  
AND ALSO FORM #11 (Summons Back Rent/Damages)**

**NOTICE TO QUIT**

Form #1 (3 day notice)

To: \_\_\_\_\_  
(Tenant #1 Name)

\_\_\_\_\_  
(Tenant #2 Name (if necessary))

From: \_\_\_\_\_  
(Landlord)

Date of delivery of the notice: \_\_\_\_\_

You are hereby notified that you are indebted to me in the sum of \$ \_\_\_\_\_  
(insert amount owed by Tenant-not including late fees) for the rent and use of the premises located at:

\_\_\_\_\_  
(insert Address, City, State, Zip Code of leased premises), now occupied by you and 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 \_\_\_\_\_ (insert the date which is three days from the delivery of this notice, **DO NOT INCLUDE** 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, posting or mailing)

\*If delivered by mail, an additional 5 days must be added to this notice.

**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.

**When you are ready to proceed to Step #2 of the eviction process, you will use the following forms if you serve this notice:**

**FORM #8 (Complaint for Eviction for Failure to Comply — Other than failure to pay rent)**

**AND ALSO**

**FORM #10 (Summons)**

To: \_\_\_\_\_

Tenant's Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip Code

**NOTICE OF NON-COMPLIANCE  
OF AGREEMENT**

Form #2 (Opportunity to remedy the noncompliance)

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, posting or mailing)

\*If delivered by mail, an additional 5 days must be added to this notice.

**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.

**When you are ready to proceed to Step #2 of the eviction process, you will use the following forms if you serve this notice:**

**FORM #8 (Complaint for Eviction for Failure to Comply — Other than failure to pay rent)**

**AND ALSO**

**FORM #10 (Summons**

To: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

**NOTICE OF NON-COMPLIANCE  
WITH NO OPPORTUNITY TO CURE**  
Form #3

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

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

\*If delivered by mail, an additional 5 days must be added to this notice.

**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.

**When you are ready to proceed to Step #2 of the eviction process, you will use the following forms if you serve this notice:**

**FORM #9 (Complaint for Possession of Residential Real Property)**

**AND ALSO**

**FORM #10 (Summons**



To: \_\_\_\_\_

Tenant's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

**FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES**

FORM #4

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, posting or mailing)

\*If delivered by mail, an additional 5 days must be added to this notice.

IN THE COUNTY COURT IN AND FOR  
BAY COUNTY, FLORIDA

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**COMPLAINT FOR EVICTION**

Plaintiff, \_\_\_\_\_ sues Defendant \_\_\_\_\_ and alleges:  
(Name of landlord) (Name of tenant(s))

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

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**COMPLAINT FOR EVICTION AND DAMAGES**

Plaintiff, \_\_\_\_\_ sues Defendant \_\_\_\_\_ and alleges:  
(Name of landlord) (Name of tenant(s))

**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 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

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**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(s))

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 (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 / Property Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

IN THE COUNTY COURT IN AND FOR  
BAY COUNTY, FLORIDA

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**COMPLAINT FOR POSSESSION OF  
RESIDENTIAL REAL PROPERTY**

Plaintiff, \_\_\_\_\_ sues Defendant \_\_\_\_\_ and alleges:  
(Name of landlord) (Name of tenant(s))

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 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. 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. 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 / Property Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

IN THE COUNTY COURT IN AND FOR  
BAY COUNTY, FLORIDA

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**EVICITION 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:

Tenant(s) Name: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

**READ CAREFULLY**

You are being sued by the landlord / plaintiff to require you to move out of the property where you are residing 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 landlord)

\_\_\_\_\_  
(Address of landlord 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 % 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.**

\*\*\* If the complaint contains **Count II for back rent and damages**, you must file your written defenses, if any, **within 20 days** after service of this summons. Failure to do so may result in a default and judgment entered against you for the relief requested in the complaint.  
\*\*\*

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

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**SUMMONS**  
**ACTION FOR BACK RENT AND**

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:

Tenant(s) 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

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**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

\*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

Case No. \_\_\_\_\_

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**MOTION FOR CLERK'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

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

**THE FOLLOWING FORMS WILL ONLY BE USED IF YOU  
FILED FORM 7a (Complaint for Eviction and Damages)**

**These forms may be submitted only after the 20 day time period has expired for the defendant to respond to Count II.**

**FORM #12c**

**Motion for Default as to Count II Damages**

**This form should be completed only if the tenant has NOT filed an answer to the complaint.**

**FORM #13**

**Affidavit of Damages**

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

**FORM #14**

**Non-Military Affidavit**

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

**The Clerk's Office charges a \$10 fee to notarize these documents.**

IN THE COUNTY COURT IN AND FOR  
BAY COUNTY, FLORIDA

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**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

\*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

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**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 an oath.

\_\_\_\_\_  
Deputy Clerk or Notary Public

IN THE COUNTY COURT IN AND FOR  
BAY COUNTY, FLORIDA

Case No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**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 [ ] who has produced \_\_\_\_\_ as identification and took an oath.

\_\_\_\_\_  
Deputy Clerk or Notary Public

IN THE COUNTY COURT IN AND FOR  
BAY COUNTY, FLORIDA

\_\_\_\_\_ Case No. \_\_\_\_\_  
Plaintiff / Landlord

vs

\_\_\_\_\_  
Defendant(s) / Tenant(s)

**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