LANDLORD/TENANT MOBILE HOME PARK EVICTION PACKET

Santa Rosa County Courthouse

4025 Avalon Blvd.
Milton, Fl. 32583

If you have any questions, you may call us at 850-981-5667

updated 2026

Price $ 16.00

Notice: Additional Requirement
Service of Pleadings and Documents

A party not represented by an attorney is required to provide an email address for the service of court documents, unless the party is in custody or unless the party is excused by the Clerk because the party declares under penalty of perjury that they do not have an email address or do not have regular access to the internet.

RULE 2.516. SERVICE OF PLEADINGS AND DOCUMENTS

(C) Service on and by Parties Not Represented by an Attorney. Unless excused pursuant to subdivision (b)(1)(D), any party not represented by an attorney must serve a designation of a primary e-mail address and also may designate no more than two secondary e-mail addresses to which service must be directed in that proceeding by the means provided in subdivision (b)(1) of this rule. November 17, 2022 Fla. R. Gen. Prac. & Jud. Admin. Page 168 of 252

(D) Exceptions to E-mail Service on and by Parties Not Represented by an Attorney.

(i) A party who is in custody and who is not represented by an attorney is excused from the requirements of email service.

(ii) The clerk of court must excuse a party who is not represented by an attorney from the requirements of e-mail service if the party declares on Florida Rule of General Practice and Judicial Administration Form 2.601, under penalties of perjury, that the party does not have an e-mail account or does not have regular access to the Internet. The clerks of court shall make this form available to the public at their offices and on their websites. If a party not represented by an attorney is excused from e-mail service, service on and by that party must be by the means provided in subdivision (b)(2).

(E) Time of Service. Service by e-mail is complete on the date it is sent.

Use Form 2.601, Request To Be Excused from Email Service, if you wish to be excused from this requirement. The clerk must approve your declaration for you to be eligible for exemption. You may seek review by a Judge by requesting a hearing time if the clerk does not approve your exemption from email service.

Use Form 2.602, Designation of Email Address for A party Not Represented By An Attorney, if you agree to provide an email address for the service of court documents.

Use Form 2.603, Notice of Change of Address or Designated Email Address, to update or change your email address should the need arise. It is your responsibility to keep the court notified of any changes in your address, email address, and telephone number. It is also your responsibility to follow the progression of your case. Remember email service from the court is complete on the date it is sent. Check your email account, spam folders and junk mail often.

IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR SANTA COUNTY, FLORIDA

_____
Plaintiff

v.

_____
Defendant

CASE NO: _____

DIVISION: _____

REQUEST TO BE EXCUSED FROM E-MAIL SERVICE FOR PARTY NOT REPRESENTED BY ATTORNEY [FORM 2.601]

_____ requests to be excused pursuant to Fla. R. Gen. Prac. & Jud. Admin. 2.516(b)(1)(D) from the requirements of e-mail service because I am not represented by an attorney and:

☐ I do not have an e-mail account.

☐ I do not have regular access to the internet.

By choosing not to receive documents by e-mail service, I understand that I will receive all copies of notices, orders, judgments, motions, pleadings, or other written communications by delivery or mail at the following address:

_____

_____.

I understand that I must keep the clerk's office and the opposing party or parties notified of my current mailing address.

Pursuant to section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing request and that the facts stated in it are true.

CERTIFICATE OF SERVICE:

I certify that a copy has been furnished by ☐e-mail, ☐delivery, ☐mail [choose one] on _____, to:

_____

_____

(insert name(s) and address(es)

Dated: _____

Signature: _____

Phone: _____

Print Name: _____

CLERK'S DETERMINATION. Based on the information provided in this request, I have determined that the applicant is ☐ excused or ☐ not excused from the e-mail service requirements of Fla. R. Gen. Prac. & Jud. Admin. 2.516(b)(1)(C).

Dated: _____

Signature of Clerk: _____

A PERSON WHO IS NOT EXCUSED MAY SEEK REVIEW BY A JUDGE BY REQUESTING A HEARING TIME.

Sign here if you want the Judge to review the clerk's determination that you are not excused from the email service requirements. You do not waive or give up any right to judicial review of the clerk's determination by not signing this part of the form:

Dated: _____

Signature: _____

Print Name: _____

IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

v.

CASE NO: _____
DIVISION: _____

_____
Defendant

DESIGNATION OF E-MAIL ADDRESS FOR A PARTY NOT REPRESENTED BY AN ATTORNEY [FORM 2.602]

Pursuant to Fla. R. Gen. Prac. & Jud. Admin. 2.516(b)(1)(C),
I, _____, designate the e-mail address(es) below for electronic service of all documents related to this case.

By completing this form, I am authorizing the court, clerk of court, and all parties to send copies of notices, orders, judgments, motions, pleadings, or other written communications to me by e- mail or through the Florida Courts E-filing Portal.

I understand that I must keep the clerk's office and any opposing party or parties notified of my current mailing address or e-mail address. I will file a written notice with the clerk if my mailing address or e-mail address changes again.

Designated e-mail address:_____
Secondary designated e-mail address(es), if any:_____

CERTIFICATE OF SERVICE:
I certify that a copy has been furnished on _____, by ☐e-mail, ☐delivery, ☐mail [choose one] to:
Clerk of Court for _____ County, and to:

_____

_____

(insert name(s) and address(es))

Plaintiff Signature: _____

Name: _____

Address: _____

_____

Telephone No. _____

IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

v.

CASE NO: _____
DIVISION: _____

_____
Defendant

NOTICE OF CHANGE OF MAILING ADDRESS OR DESIGNATED E-MAIL ADDRESS [FORM 2.603]

I, _____, certify that my ☐ mailing address or ☐ designated e-mail address has changed to

_____

_____

I understand that I must keep the clerk's office and any opposing party or parties notified of my current mailing address or e-mail address. I will file a written notice with the clerk if my mailing address or e-mail address changes again.

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished on _____, by ☐ e-mail, ☐ delivery, ☐mail [choose one] to:

_____

_____

(insert name(s) and address(es)

Plaintiff Signature: _____

Name: _____

Address: _____

_____

Telephone No. _____

Title XL

REAL AND PERSONAL PROPERTY

Chapter 723

MOBILE HOME PARK LOT TENANCIES

View Entire Chapter

723.061 Eviction; grounds, proceedings.—

(1) A mobile home park owner may evict a mobile homeowner, a mobile home tenant, a mobile home occupant, or a mobile home only on one or more of the following grounds:

(a) Nonpayment of the lot rental amount. If a mobile homeowner or tenant, whichever is responsible, fails to pay the lot rental amount when due and if the default continues for 5 days after delivery of a written demand by the mobile home park owner for payment of the lot rental amount, the park owner may terminate the tenancy. However, if the mobile homeowner or tenant, whichever is responsible, pays the lot rental amount due, including any late charges, court costs, and attorney's fees, the court may, for good cause, deny the order of eviction, if such nonpayment has not occurred more than twice.

(b) Conviction of a violation of a federal or state law or local ordinance, if the violation is detrimental to the health, safety, or welfare of other residents of the mobile home park. The mobile homeowner or mobile home tenant must vacate the premises within 7 days after the date the notice to vacate is delivered. This paragraph constitutes grounds to deny an initial tenancy of a purchaser of a home under paragraph (e) or to evict an unapproved occupant of a home.

(c) Violation of a park rule or regulation, the rental agreement, or this chapter.

1. For the first violation of any properly promulgated rule or regulation, rental agreement provision, or this chapter which is found by any court of competent jurisdiction to have been an act that endangered the life, health, safety, or property of the park residents or employees or the peaceful enjoyment of the mobile home park by its residents, the mobile home park owner may terminate the rental agreement, and the mobile home owner, tenant, or occupant must vacate the premises within 7 days after the notice to vacate is delivered.

2. For a second violation of the same properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months, the mobile home park owner may terminate the tenancy if she or he has given the mobile home owner, tenant, or occupant written notice, within 30 days after the first violation, which specified the actions of the mobile home owner, tenant, or occupant that caused the violation and gave the mobile home owner, tenant, or occupant 7 days to correct the noncompliance. The mobile homeowner, tenant, or occupant must have received

written notice of the ground upon which she or he is to be evicted at least 30 days prior to the date on which she or he is required to vacate. A second violation of a properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months of the first violation is unequivocally a ground for eviction, and it is not a defense to any eviction proceeding that a violation has been cured after the second violation. Violation of a rule or regulation, rental agreement provision, or this chapter more than 1 year after the first violation of the same rule or regulation, rental agreement provision, or this chapter does not constitute a ground for eviction under this section.

A properly promulgated rule or regulation may not be arbitrarily applied and used as a ground for eviction.

(d) Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, if:

1. The park owner gives written notice to the homeowners' association formed and operating under ss. 723.075-723.079 of its right to purchase the mobile home park, if the land comprising the mobile home park is changing use from mobile home lot rentals to a different use, at the price and under the terms and conditions set forth in the written notice.

a. The notice shall be delivered to the officers of the homeowners' association by United States mail. Within 45 days after the date of mailing of the notice, the homeowners' association may execute and deliver a contract to the park owner to purchase the mobile home park at the price and under the terms and conditions set forth in the notice. If the contract between the park owner and the homeowners' association is not executed and delivered to the park owner within the 45-day period, the park owner is under no further obligation to the homeowners' association except as provided in sub-subparagraph b.

b. If the park owner elects to offer or sell the mobile home park at a price lower than the price specified in her or his initial notice to the officers of the homeowners' association, the homeowners' association has an additional 10 days to meet the revised price, terms, and conditions of the park owner by executing and delivering a revised contract to the park owner.

c. The park owner is not obligated under this subparagraph or s. 723.071 to give any other notice to, or to further negotiate with, the homeowners' association for the sale of the mobile home park to the homeowners' association after 6 months after the date of the mailing of the initial notice under sub-subparagraph a.

2. The park owner gives the affected mobile homeowners and tenants at least 6 months' notice of the eviction due to the projected change in use and of their need to secure other accommodation. Within 20 days after giving an eviction notice to a mobile homeowner, the park owner must provide the division with a copy of the notice. The division must provide the executive director of the Florida Mobile Home Relocation Corporation with a copy of the notice.

a. The notice of eviction due to a change in use of the land must include in a font no smaller than the body of the notice the following statement:

YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC). FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

b. The park owner may not give a notice of increase in lot rental amount within 90 days before giving notice of a change in use.

(e) Failure of the purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant or occupant of the home, if such approval is required by a properly promulgated rule. If a purchaser or prospective tenant of a mobile home situated in the mobile home park occupies the mobile home before such approval is granted, the mobile homeowner or mobile home tenant must vacate the premises within 7 days after the date the notice of the failure to be approved for tenancy is delivered.

(2) In the event of eviction for a change in use, homeowners must object to the change in use by petitioning for administrative or judicial remedies within 90 days after the date of the notice or they will be barred from taking any subsequent action to contest the change in use. This subsection does not prevent any homeowner from objecting to a zoning change at any time.

(3) A mobile home park owner applying for the removal of a mobile homeowner, tenant, or occupant or a mobile home shall file, in the county court in the county where the mobile home lot is situated, a complaint describing the lot and stating the facts that authorize the removal of the mobile home owner, tenant, or occupant or the mobile home. The park owner is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(4) Except for the notice to the officers of the homeowners' association under subparagraph (1)(d)1., any notice required by this section must be in writing, and must be posted on the premises and sent to the mobile home owner and tenant or occupant, as appropriate, by certified or registered mail, return receipt requested, addressed to the mobile home owner and tenant or occupant, as appropriate, at her or his last known address. Delivery of the mailed notice shall be deemed given 5 days after the date of postmark.

(5) A park owner who accepts payment of any portion of the lot rental amount with actual knowledge of noncompliance after notice and termination of the rental agreement due to a violation under paragraph (1)(b), paragraph (1)(c), or paragraph (1)(e) does not waive the right to terminate the rental agreement or the right to bring a civil action for the noncompliance, but not

for any subsequent or continuing noncompliance. Any rent received must be accounted for at the final hearing.

History.—s. 1, ch. 84-80; s. 11, ch. 86-162; ss. 7, 8, ch. 87-117; ss. 2, 3, 4, ch. 87-150; s. 16, ch. 88-147; s. 3, ch. 91-66; s. 12, ch. 92-148; s. 925, ch. 97-102; s. 6, ch. 2001-227; s. 7, ch. 2003-263; s. 1, ch. 2007-47; s. 2, ch. 2011-105; s. 29, ch. 2020-27.

The 2023 Florida Statutes (including Special Session C)

Chapter 723

MOBILE HOME PARK LOT TENANCIES

View Entire Chapter

723.062 Removal of mobile homeowner; process.—

(1) In an action for possession, after entry of judgment in favor of the mobile home park owner, the clerk shall issue a writ of possession to the sheriff, describing the lot or premises and commanding the sheriff to put the mobile home park owner in possession. The writ of possession shall not issue earlier than 10 days from the date judgment is granted.

(2) At the time the sheriff executes the writ of possession, the landlord or the landlord's agent may remove any personal property, including the mobile home, found on the premises to or near the property line or, in the case of the mobile home, into storage. If requested by the landlord, the sheriff shall stand by to keep the peace while the landlord removes personal property. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord nor his or her agent shall be responsible to the tenant or any other party for loss, destruction, or damage to the property after it has been removed.

History.—s. 1, ch. 84-80; s. 9, ch. 94-170; s. 927, ch. 97-102.

Chapter 723

MOBILE HOME PARK LOT TENANCIES

View Entire Chapter

723.063 Defenses to action for rent or possession; procedure.—

(1) In any action based upon nonpayment of rent or seeking to recover unpaid rent, or a portion thereof, the mobile homeowner may defend upon the ground of a material noncompliance with any portion of this chapter or may raise any other defense, whether legal or equitable, which he or she may have. The defense of material noncompliance may be raised by the mobile homeowner only if 7 days have elapsed after he or she has notified the park owner in writing of his or her intention not to pay rent, or a portion thereof, based upon the park owner's noncompliance with portions of this chapter, specifying in reasonable detail the provisions in default. A material noncompliance with this chapter by the park owner is a complete defense to an action for possession based upon nonpayment of rent, or a portion thereof, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the lot during the period of noncompliance with any portion of this chapter. After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In any action by the park owner or a mobile homeowner brought under subsection (1), the mobile homeowner shall pay into the registry of the court that portion of the accrued rent, if any, relating to the claim of material noncompliance as alleged in the complaint, or as determined by the court. The court shall notify the mobile homeowner of such requirement. The failure of the mobile homeowner to pay the rent, or portion thereof, into the registry of the court as required herein constitutes an absolute waiver of the mobile homeowner's defenses other than payment, and the park owner is entitled to an immediate default.

(3) When the mobile home owner has deposited funds into the registry of the court in accordance with the provisions of this section and the park owner is in actual danger of loss of the premises or other personal hardship resulting from the loss of rental income from the premises, the park owner may apply to the court for disbursement of all or part of the funds or for prompt final hearing, whereupon the court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the park owner or may proceed immediately to a final resolution of the cause.

History.—s. 1, ch. 84-80; s. 928, ch. 97-102.

NOTICE TO PARTIES WHO ARE NOT REPRESENTED BY AN ATTORNEY

If you have questions or concerns about these forms, commentary, the use of the forms, or your legal rights, it is strongly recommended that you talk to an attorney. You may call the Florida Bar Lawyer Referral Service at 1-850-434-8135.

Because the law does change, the forms and information about them may have become outdated. You should be aware that changes may have taken place in the law or court rules that would affect the accuracy of the forms or instructions.

FILING FEE: $ 185.00 – County Court Landlord Tenant Actions

SUMMONS FEES: There is a $ 10.00 fee to issue any summons (including alias and pluries) per tenant/defendant, if you utilize the summons provided in this packet. The fee will be $ 17.00 if you choose not to use the summons in the packet and wish for the clerk to perform this service for you.

NOTARY FEES: There is a $ 10.00 fee for signing a document requiring notarization at the Clerk's office (per document).

PROCESS SERVERS FEE: To request a list of process servers please contact The Florida First Judicial Circuit Process Server Information Line at 850-595-3766

SHERIFF'S FEE: $ 40.00 per summons

COPIES REQUIRED: One set of originals for filing and three sets of copies per tenant/defendant for service, along with two pre-addressed postage paid envelope per tenant/defendant (one to the tenant at address on lease and one to the last known business address of the tenant) and one additional pre-addressed postage paid self-addressed envelope per landlord.

WRIT OF POSSESSION FEE: $ 90.00 for the sheriff to serve the Writ of Possession ***after the Final Judgment has been entered***.

REQUIRED DOCUMENTS
COPIES AND MAILING

These are the documents needed to open the case and for service on the defendants.

ACTION FOR POSSESSION, the clerk needs

- Civil Cover Sheet (original and 3 copies, per tenant)
- Complaint for possession (original and 3 copies, per tenant)
- Copy of the notice that was posted/given to the tenant
- A 5-day summons for each defendant (original and 5 copies per tenant)

because

POSTED SERVICE: For service to be valid when a 5-day summons is posted because the defendant is not present for service, a copy of the summons and complaint must also be mailed to the defendant. See Fla. Stat. 48.183. To accomplish this mailing, **for each defendant so served, provide to the clerk:**

- **2 addressed, stamped envelope (regular mail, first class)**
  One to the address on the lease, one to last known business address

Service shall be effective on the date of posting or mailing, whichever occurs later, and at least 5 business days must have elapsed before judgment for final removal of the tenant(s) may be entered.

The clerk will prepare the service packet with summons for the landlord to deliver to the sheriff's office for service on the tenant(s). The sheriff charges a service fee of $40.00 (per tenant) for this service. The landlord will be responsible for taking this service packet to the Sheriff's Office or a private process server.

ACTION FOR POSSESSION AND BACK RENT AND DAMAGES,

Filing an action for possession and back rent and damages requires <u>two service packets</u> on each defendant/tenant <u>and two service fees</u> of $40.00 per defendant/tenant to the Sheriff's office.

- Original 5-day summons for each defendant/tenant (if issued in person) or a printout of the issued summons if clerk issued online
- Another copy of the issued 5-day summons
- A copy of the complaint for each defendant/tenant.

Deliver the packet and payment of the $40.00 per defendant/tenant service fee to the Sheriff Additionally, another service packet of:

- Original 20-day summons for each defendant/tenant issued by deputy clerk
- Another copy of the issued 20-day summons
- A copy of the complaint for each defendant/tenant.
- Deliver the packet and payment of the $40.00 per defendant/tenant service fee to the Sheriff.

The clerk will prepare the service packets with summonses for the landlord to deliver to the sheriff's office for service on the tenant(s). The sheriff charges a service fee of $40.00 (per tenant per service packet) for this service.

<u>Remember:</u>

Filing an action for possession and back rent and damages requires <u>two</u> <u>services packets</u> on each defendant/tenant <u>and two service fees</u> of $40.00 per defendant/tenant to the Sheriff's office.

Notice: Additional Requirement

Service of Process in Action for Possession of Premises

In an action for possession of any residential premises Section 48.183, Florida Statutes, imposes an additional requirement if a landlord causes or anticipates causing a defendant to be served with a summons and complaint solely by having the Sheriff post the summons and complaint at the property.

Therefore, if the landlord anticipates or is informed by the Sheriff that the tenant/defendant cannot be served in person, the landlord must provide the Clerk of the Court with an additional copy of the complaint (and attachments) and a pre-stamped envelope addressed to the tenant/defendant at the premises involved in the proceeding.

At least five days must elapse after the Clerk mails the copy of the summons, complaint, and attachments to the tenant/defendant(s) before a default can be requested and a motion for default final judgment can be filed.

48.183 Service of process in action for possession of premises.

(1) In an action for possession of any residential premises, including those under chapters 83, 723, and 513, or nonresidential premises, if the tenant cannot be found in the county or there is no person 15 years of age or older residing at the tenant's usual place of abode in the county after at least two attempts to obtain service as provided above in this subsection, summons may be served by attaching a copy to a conspicuous place on the property described in the complaint or summons. The minimum time delay between the two attempts to obtain service shall be 6 hours. Nothing herein shall be construed as prohibiting service of process on a tenant as is otherwise provided on defendants in civil cases.

(2) If a landlord causes or anticipates causing a defendant to be served with a summons and complaint solely by attaching them to some conspicuous place on the property described in the complaint or summons, the landlord shall provide the clerk of the court with an additional copy of the complaint and a pre-stamped envelope addressed to the defendant at the premises involved in the proceeding. The clerk of the court shall immediately mail the copy of the summons and complaint by first-class mail, note the fact of mailing in the docket, and file a certificate in the court file of the fact and date of mailing. Service shall be effective on the date of posting or mailing, whichever occurs later, and at least 5 days must elapse from the date of service before a judgment for final removal of the defendant may be entered.

83.22 Removal of tenant; service.

(1) After at least two attempts to obtain service as provided by law, if the defendant cannot be found in the county in which the action is pending and either the defendant has no usual place of abode in the county or there is no person 15 years of age or older residing at the defendant's usual place of abode in the county, the sheriff shall serve the summons by attaching it to some

part of the premises involved in the proceeding. The minimum time delay between the two attempts to obtain service shall be 6 hours.

(2) If a landlord causes, or anticipates causing, a defendant to be served with a summons and complaint solely by attaching them to some conspicuous part of the premises involved in the proceeding, the landlord shall provide the clerk of the court with two additional copies of the complaint and two pre-stamped envelopes addressed to the defendant. One envelope shall be addressed to such address or location as has been designated by the tenant for receipt of notice in a written lease or other agreement or, if none has been designated, to the residence of the tenant, if known. The second envelope shall be addressed to the last known business address of the tenant. The clerk of the court shall immediately mail the copies of the summons and complaint by first-class mail, note the fact of mailing in the docket, and file a certificate in the court file of the fact and date of mailing. Service shall be effective on the date of posting or mailing, whichever occurs later; and at least 5 days from the date of service must have elapsed before a judgment for final removal of the defendant may be entered.

[1]48.184 Service of process for removal of unknown parties in possession.—

(1) This section applies only to actions governed by s. 82.03, s. 83.21, s. 83.59, or s. 723.061 and only to the extent that such actions seek relief for the removal of unknown parties in possession of real property. The provisions of this section are cumulative to other provisions of law or rules of court about service of process, and all other such provisions are cumulative to this section.

(2) A summons must be issued in the name of "Unknown Party in Possession" when the name of an occupant of real property is not known to the plaintiff and the property occupied by the unknown party is identified in the complaint and summons. A separate summons must be issued for each such unknown occupant.

(3) The plaintiff shall attempt to serve the summons on any unknown occupant of the property described in the summons and complaint. If service on the unknown occupant is not effectuated on the first attempt, at least two additional attempts must be made. The three attempts to obtain service must be made once during business hours, once during nonbusiness hours, and once during a weekend. The process server shall make an inquiry as to the name of the unknown occupant at the time of service. The return of service must note the name of the occupant if obtained by the process server or state that the name of the occupant could not be obtained after inquiry. If the name of the occupant becomes known to the plaintiff through the return of service or otherwise, without notice or hearing thereon, all subsequent proceedings must be conducted under the true name of such occupant and all prior proceedings are deemed amended accordingly.

(4) Service of process must also be made on unknown occupants by both of the following means:

(a) By attaching the summons and complaint to a conspicuous location on the premises involved in the proceedings.

(b) Upon issuance of the summons, by the plaintiff providing the clerk of the court with one additional copy of the summons and complaint for each unknown occupant and a pre-stamped envelope for each unknown occupant addressed to the unknown occupant at the address of the premises involved in the proceedings. The clerk of the court shall immediately mail a copy of the summons and complaint by first-class mail, note the fact of mailing in the docket, and file a certificate in the court file of the fact and date of mailing. The clerk of the court shall charge such fees for such services as provided by law.

(5) Service is effective on the unknown occupant in possession on the later of the date that personal service is made, the date of attaching the summons and complaint to a conspicuous location on the premises, or upon mailing by the clerk.

(6) The judgment and writ of possession must refer to any unknown occupant in possession by name if the name is shown on the return of service or is otherwise known to the plaintiff. If the name of any unknown occupant in possession is not shown on the return of service or otherwise known to the plaintiff and service has been effectuated as provided in this section, the judgment and writ of possession must refer to each such person as "Unknown Party in Possession," and the writ of possession must be executed by the sheriff by dispossessing the occupants and placing the plaintiff in possession of the property.

History.—s. 13, ch. 2022-190.

[1]**Note.**—Effective January 2, 2023.

Dear Landlord:

The attached forms are designed for 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 understood the instructions preceding the form and reviewed any referenced Florida Statute. **Read this packet in its entirety,** as we cannot help you other than to provide the packet for mobile home park owners.

STEP ONE

Pursuant to Chapter 83 and Chapter 723 of the Florida Statute, a notice which compiles with this statute should be served to the Tenant. For your convenience the judges have prepared examples of the proper notices. You will find copies of the notices on the next few pages. You should read the notices **CAREFULLY** and choose the notice that applies to your situation. We have included an explanation of the proper service for each notice. IF the proper notice is not given, the case may be dismissed by the Judge, and you will lose all monies paid for filing of this case.

REMEMBER: You will need copies of the notice when you file your case in the Clerk's office. Keep a copy of the Notice you gave to the Tenant(s).

STEP TWO

If the proper notice has been given and the Tenant refuses to vacate the premises, you may file your case.

We have five (5) complaints that you must choose from:

1. Complaint for Eviction only (Failure to Pay Rent)
2. Complaint for Eviction and Money (Failure to Pay Rent)
3. Complaint for Eviction (Conviction of Crime)
4. Complaint for Eviction (Serious Rule Violation)
5. Complaint for Eviction (Repeat Rule Violations)

After you have made your decision as to which complaint you will need, complete the form making sure you fill in each blank. The Clerk will issue a summons for each tenant to be served. You may hand deliver the paperwork to the sheriff's department.

If you have chosen the Complaint for Eviction only, Conviction of Crime, Serious Rule Violation, or Repeat Rule Violations, a five (5) day summons is required. A five (5) day and twenty (20) day summons are required for the Complaint for Mobile Home Park (Rent & Damages). This complaint will require service for two (2) summons ($40.00 per person, per summons).

Remember:

Filing an action for possession and back rent and damages requires two services packets on each defendant/tenant and two service fees of $40.00 per defendant/tenant to the Sheriff's office.

5 DAY SUMMONS

Upon the service of the summons for Eviction, you must wait five (5) complete days, not counting the day of service, weekends, or holidays (Florida Statute deem legal holidays to be any days the Courthouse is not open for business). If after this time the defendant(s) has not followed the instructions on the summons, you may file a Motion for Default with the Clerk's office. Your motion along with the court file will be forwarded to the Judge's office. The Judge will review the file and apply the law accordingly. If you have followed the procedure correctly, the Judge will sign the Judgment. Upon the filing of the Judgment for possession each party will receive a copy either by email or regular mail (if either party has not filed with a designation of email address). On the 11th day after the date of Judgment, the Clerk's Office will issue a Writ of Possession. The Writ **must** be served by the Sheriff's Office. The cost for this service is $90.00. After the Writ is served the tenant must vacate immediately. If after this time they have not left, the Sheriff's Office will make them vacate the premises. This question is frequently asked, "What do I do with the mobile home if the tenant vacates but leaves the mobile home?". The Clerk's Office cannot answer this question for you. Again, you should be familiar with the Florida Statute that deals with this problem.

20 DAY SUMMONS

The tenant will have 20 days (calendar days) to answer the summons for rent and/or damages to the premises. The tenant should file the original signed and dated "Answer" with the Clerk's Office and email or mail a copy to the Plaintiff which should include a certificate of service to the plaintiff. Should the tenant serve you with the answer, but not the Clerk's office, the landlord must provide the court with the original for the court file. The Clerk's Office will send the file to the Judge for review. The Judicial assistant will set a hearing if the answer raises factual issues and will email both parties a Notice of Hearing. **All parties must appear for this hearing.**

POSTING MONEY TO THE COURT REGISTRY

In the 5 day summons the tenant is instructed to pay the money owed to the landlord by paying the amount of rent due and a fee into the Court Registry in the Clerk's Office. The Court Registry fee is 3% of the first $500.00 and 1.5% on the amount over $500.00.

This must be paid in Cash, Cashier's Check or Money Order. We cannot accept personal checks for money posted into the court registry.

The funds will be held until an order is signed by the Judge instructing the Clerk as to how these funds are to be disbursed.

INFORMATION FOR MOBILE HOME PARK OWNERS

If you are seeking to evict a mobile home park tenant, you should become very familiar with the information in this packet. Tenant evictions for mobile homes are covered under Chapter 83 (residential landlord-tenant) or Chapter 723 (mobile home parks). Chapter 723 applies only to evictions of individuals who own their mobile home and rent lots from mobile home parks. A mobile home park is defined as one which offers for rent ten or more lots. FS723.002(1). If your park offers/rents less than ten lots, you fall under Chapter 83. *Chapter 723 also does not apply to RV parks.* The rest of this packet applies only to mobile home park evictions under Chapter 723.

A mobile home park tenant can be evicted only if he violates one of the six grounds:

1. Nonpayment of lot rental amount. FS723.061(1)(a). This ground is applicable only if the nonpayment continues for five (5) days (not counting Saturdays, Sundays, or holidays) after delivery of a written demand by the owner for payment of the lot rental amount. The demand by the owner for payment can only be delivered by certified or registered mail. In addition, even if the tenant remains in default for the five (5) days, he may still **not** be evicted for non-payment **if** he pays the amount due (including any applicable late fees, court cost and attorney fees) by the time the case comes before the Judge.

2. The tenant is convicted (if adjudication is withheld, it doesn't count) of any federal or state statute which you feel that you can successfully argue to the court constitutes a detriment to the health, safety, or welfare of other residents in the park. Example: tenant is convicted of battery carrying a concealed weapon, burglary, etc. The statute FS723.061(1)(b) doesn't require that you give the tenant notice in this case, although you may do so if you wish.

3. The tenant violates a rule, regulation, rental agreement provision or statutory provisions of Chapter 723, which violation "is found by any court having jurisdiction thereof to have been an act which endangered the life, health, safety, or property of the park residents of property or the peaceful enjoyment of the mobile home park by its residents". The

transaction of this provision is not easy. Basically, if you want to take the position that the tenant has committed an act that is so serious that it justifies giving a seven (7) day notice to vacate (NOT COUNTING weekends or holidays) you will have to be prepared to justify it in court if the tenant does not vacate (they rarely vacate) and instead it goes to a hearing before the Judge. Examples of activities by a tenant that might fall under this category are disorderly conduct or intoxication on the park grounds, improper exhibition of a firearm in the park, piling trash on park grounds that constitutes a health hazard, indecent exposure, etc. It is not easy to obtain an eviction using this ground as it is with any of the other, since it is the harshest. FS723.061(1)c(1).

4. The tenant violates any rule, regulation, rental agreement provision or any section of Chapter 723 for the **SECOND TIME** within 12 months if:
    a. you give the tenant **WRITTEN** notice within 30 days of the first violation, which notice specifically described the actions which constituted the violation and gave the tenant seven (7) days to correct it, and
    b. the tenant failed to correct the first violation within the seven (7) days or corrected it but then repeated the violation within the twelve (12) month period and you gave the tenant a thirty (30) day written notice to vacate after the second violation.

    This ground needs more explanation to everyone who has read the statute book, including all the Judges. The difference between grounds 3 and 4 is that you can only use ground 3 for serious violations, whereas ground 4 can be used for any violation. For example, let's say the tenant is keeping a pet in his mobile home, contrary to park rules. This does not qualify as a serious ground under #3(unless the pet is rabid or very dangerous). Therefore, you must use the procedure for ground 4.
    You give the tenant the "Repeat Violation" notice to cure within 30 days of the date you discover the violation, which tells him to get rid of the pet or vacate within 7 days. If the tenant does not get rid of the pet or vacate within 7 days, you can treat the noncompliance as a second violation and serve a 30-day eviction notice on him; if he gets rid of the pet within the 7 days, but then 11 months later gets another pet, you can serve a 30-day eviction notice on him. This ground is complicated, so what's so great about it? What is great is that once the tenant commits the second violation, you don't have to give a 30-day eviction notice. FS723.061(1)c(2).

5. You decide to no longer use the land as a mobile home park. You must give one (1) year's notice to vacate. FS723.061(1)(d).

6. The tenant sells his mobile home to someone who does not qualify or has failed to obtain approval from you to become a tenant (if approval is required by a properly promulgated rule of the mobile home park). The statute does not require that you give notice for this ground. Again, you may do so if you wish, but it is not required. FS723.061(1)(e).

Once you have decided which of the previous six grounds you intend to rely upon, you must determine which notice is appropriate to serve and then, if the tenant does not vacate within

the time given, which complaint form you should use. We have prepared complaint forms and notices for the four most common types of evictions (ground is one (1) through four (4).

Once any applicable notices have been delivered and the complaint filed, you must have the complaint served. **However, the NOTICE MUST BE POSTED**

Unlike the procedure required under chapter 83 (residential evictions), you are not allowed to serve the complaint by only posting a copy on the mobile home. It must be served by a deputy or process server as well. The "Notice to Vacate", on the other hand, will not be served by the sheriff's office, but must be mailed and posted, as explained below.

NOTICES

Notices for Unpaid Rent Eviction

If you wish to evict a mobile homeowner for non-payment of rent, you must deliver to the tenant a written notice which should reflect the form below:

NOTICE TO QUIT

To:_____

You are hereby notified that you are indebted to me in the sum of $_____ for the rent located at _____ Santa Rosa County, Florida, now occupied by you, and
that I demand payment of the rent or possession of the premises within five (5) days (not including Saturdays, Sundays or Legal Holidays) from the date of delivery of this notice (which is determined by adding five (5) calendar days to the date on the postmark) To Wit, on or before _____, 20_____.

Landlord's Name, Address and Phone Number.

SAMPLE

Please note that, for reasons known only to the drafters of this unusual legislation, you are not allowed to hand deliver the notice. It must be mailed, using certified mail, return receipt requested, to the owner's last known address (usually the mobile home lot). On the same day it is mailed, it must also be posted on the premises. If you mail the notice one day and post the notice the next day, it is not fatal to your case. **However, if you fail to use the certified mail, you will not even get a hearing**.

You should also note that, while the five days doesn't sound like much, when you delete weekends and holidays and then add five (5) more days from the day the notice was postmarked, you have given at least eleven (11) days to pay or vacate. Example: You prepare and mail the notice on a Monday, add five (5) days for delivery, which makes Friday of that week, then add five (5) working days, which is then the following Friday. Suddenly, five (5) days has turned into eleven (11) days. Throw in a holiday and perhaps another weekend, (depending upon the calendar and when the notice is mailed) and you may wind up giving as many as fourteen (14) days grace. If you are wondering if you skip all these steps and just have the notice served by the

Sheriff's Office, the answer is **NO.** The sheriff's office will not be recognized, just like hand delivery will not. Keep in mind the difference between serving a **NOTICE** and serving a **COMPLAINT**. Notices must be mailed and posted, whereas complaints must be served by the sheriff's office. Looking at the "On or Before" field on the notice, you must be sure and figure the date correctly, because the first thing the judge will do when your case comes to his attention is to calculate five calendar days plus five working days. If you figured incorrectly, your case is void and you must start all over.

Complaint for Non-payment of Mobile Home Lot Rent

The complaint you use for non-payment of rent depends upon whether you are only seeking eviction or also asking for a judgment for the unpaid rent total. If you are only seeking possession of the lot, use the complaint form on page 34-35. If you are seeking both possession and a money judgment, use the complaint form on page 36-37. Looking at the complaint form you should fill in the blanks as follows:

- The formal property description is not necessary, just give the name of the park and address
- The first blank is the amount of periodic rent, such as $500.00, the second "payable" blank is the period of rent, such as monthly, or by the 5th of the month.
- Fill in the "Rent Due" blank by stating the date the rent was due. If the mobile homeowner has missed more than one due date, list each of them.
- The date on which the Tenant was served will be the one calculated as set forth above; you add five working days to the five calendar days following the date your notice is postmarked. Attach a copy of the notice to the complaint. IF no notice is attached the complaint will be rejected by the judge as insufficient, the same as if the notice is done incorrectly.
- This sentence should read "Past Due Rent of …." Calculate how much rent you are claiming to be owed and fill in the "as of" field by inserting the date that the last rent payment was due. Also fill in the actual amount, which is usually the monthly rental amount. Complaint form on pages 36-37, adds a Count II for "damages", which simply means you want a Money Judgment in addition to Possession.

Complaint for Conviction Eviction

Use complaint from on page 42-43 for this action. It will be necessary to obtain a certified copy of the judgment of conviction and attach a copy of that certified copy to the complaint. In paragraph 3, an example of "describe court" would be Santa Rosa County Circuit Court, 1st Judicial Circuit of Florida. As previously pointed out, this ground for eviction does not require delivery of any notice. You just go directly to court and seek eviction. In other words, the first notice that the mobile homeowner will receive indicating that you want him out of the park, may well be the service of the complaint. There is no law that prohibits you from giving the mobile homeowner some oral or written notice that he must leave. Several questions are raised by FS723.061(1)(b), which authorizes this ground. The first question is "what is a "conviction"? This means that the individual must be **adjudicated guilty** of a crime. If the individual is a minor and goes only to juvenile court, it doesn't count as a conviction. As previously stated, if the person is found guilty but **adjudication is withheld**, it doesn't count as a conviction. Other questions are "what individual will qualify for this ground? Does it count if the adult child(18 or older) of the mobile home owner is the one convicted (assuming the adult child lives in the park with his/her parent(s)" The statute states it must be the mobile home owner that was convicted so we are willing to consider any conviction at any time, so long as it can be deemed detrimental to the health, safety or welfare of other park residents. Obviously, a conviction received for an act which occurred in the park will be more likely to fall into that category than any other; but if the conviction is for sexual battery, child molestation, or murder, for instance, the fact that it occurred before the owner moved into the park will not preclude its use. Be forewarned that we will not construe this section liberally in favor of the Landlord. It will have to be obvious that a real detriment exists before this section will be enforced. Example: a mobile homeowner gets a conviction for reckless driving outside the park; without proof that he drives that way inside the park, this conviction will not sustain an eviction. On the other hand, a DUI conviction received while the owner was a resident of the park would be seriously considered, especially if there was proof that the owner drove back to his mobile home in that condition.

Notice of Eviction for Violation of Park Rule(Serious)

If you wish to evict an owner for violating a rule, lease provision or statute (Ch.723) which is endangering the life, health, safety or property or park residents of their peaceful enjoyment of the park, you must serve on the owner by registered or certified mail, return receipt requested, a notice much like the following form.

NOTICE TO QUIT

TO:_____
You are hereby notified that you have committed an act which has endangered the life, health, safety, or property of the park residents or the peaceful enjoyment of the park by the residents, to wit:
(Explain Circumstances)
You are hereby notified that I have elected to terminate your rental agreement, pursuant to Florida Statute 723.061(1)(c)1, for the lot located at _____Santa Rosa County, Florida, and you have seven (7) days, counting Saturdays, Sundays and Legal Holidays, from the date this notice is delivered to vacate the premises(delivery date is determined by adding five(5) calendar days to the date on the postmark); To Wit, on or before _____.
Date of Mailing _____
Date of Posting _____
Landlords Name, Address and Phone Number:
_____

SAMPLE

Complaint for Serious Rule Violation Eviction

Use complaint form on page 40-41 if you are seeking to evict under the "serious" rule violation provision. In paragraph 3, be sure and attach a copy of the rule, regulation, lease provision or statute you are counting on. Also, attach a copy of the notice you deliver.

Notices for Eviction for Repeated Violation of Park Rule (Non-Serious)

If you wish to evict a mobile homeowner for violation of any park rule, lease provision or section of Chapter 723 which does not fall into the "serious" category above, you must engage in a two-step process; serve the owner with a notice to cure, and then (if the problem is not cured) with a notice to quit. Both notices must be delivered in the manner described in the two paragraphs following the Notice to Quit for unpaid rent eviction. If the violation continues even one day past the seven days (again, you can count weekends and holidays) given in the notice to cure, you may consider this a second violation and may deliver a notice to quit. Delivery should be by mail as described above. The Notice to Cure should take substantially the following form:

NOTICE TO CURE
(Non-Serious Violation of Park Rule Eviction)

To: _____

You are hereby notified that, within the last thirty (30) days, you have violated a rule, regulation or lease provision of this mobile home park or a section of chapter 723, Florida Statute,
To Wit: _____
_____
_____
_____
_____

(cite rule of statute)

Specifically, you have _____
_____
_____
_____
_____
(state the circumstances constituting the violation)

I therefore demand, pursuant to 723.016.(1)(c)2., Florida Statutes, that you either correct the condition described above within seven (7) days (county Saturdays and Sundays and Legal Holidays) of the date of delivery of this notice (delivery is computed by adding five (5) calendar days to the postmark date):
To Wit, on or before _____ or vacate the lot that you now rent, located at
_____
_____.
Failure to cure the condition or repeating a cured violation within one year of the date of delivery of this notice will result in your being evicted from the premises.

SAMPLE

Complaint for Non-Serious Rule Violation Eviction

Use complaint form on Pages 38-39 if you are seeking to evict a mobile homeowner from a mobile home park after giving the two notices set forth above for non-serious violations. Note that you must attach copies of BOTH NOTICES, so that the judge can look at the file and see that you have complied with all requirements before filing. Be sure to also attach a copy of the rule, provision, or statute number upon which you are relying.

NOTICE TO CURE

To:_____

You are hereby notified that, within the last thirty (30) days, you have **violated a rule**, regulation or lease provision of this mobile home park or a section of Chapter 723, Florida Statute, To wit: _____

_____

_____

_____

_____

(Cite Rule or Statute)

Specifically, you have

_____

_____

_____

_____

_____

(State the circumstances constituting the violation)

I therefore demand, pursuant to 723.061(1)(c)2, Florida Statutes, that you are either correct the condition described above within seven (7) days (counting Saturdays and Sunday s and Holidays) of the date of delivery of this notice (delivery is computed by adding five (5) calendar days to the postmark date); To Wit, on or before _____ or vacate the lot that you now rent, located at _____. Failure to cure the condition or repeating a cured violation within one year of the date of delivery of this notice will result in your being evicted from the premises.

Date of Mailing: _____
Date of Posting: _____

Landlord's Name, Address and Phone Number:

_____

_____

_____

If the violation continues even one day past the seven days (and, again, you can count weekends and holidays) given in the notice to cure, you may consider this a second violation and may then deliver a notice quit. Delivery should be by mail as described above. The notice should take substantially the following form:

NOTICE TO QUIT

To:_____

You are hereby notified that you are required to vacate the premises located at _____ because you have committed a **second violation** of park rule, regulation, lease provision or section of Chapter 723, Florida Statutes, To Wit:

_____

_____

_____

(Cite the Rule, Provision or Statute)

Within one year of the first violation by engaging in the following:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Describe the prohibited activity)

You are required, pursuant to 723.061(1)(c)2, Florida Statute to vacate no later than thirty (30) days from the date of delivery of this notice (which is determined by adding five calendar days to the date on the postmark of this letter); To Wit: on or before _____.

Date of Mailing: _____

Date of Posting: _____

Landlord's Name, Address, and Phone Number:

_____

_____

_____

NOTICE TO QUIT
(Non-Serious Violation of Park Rule Eviction)

To: _____

You are hereby notified that you are required to vacate the premises located at:
_____
_____
in Santa Rosa County, Florida, because you have committed a second violation of park rule, regulation, lease provision or section of Chapter 723, Florida Statutes,
To Wit:
_____
_____
_____
(Cite the rule, provision, or statute)
within one year of the first violation by engaging in the following:_____
_____
_____
_____
(Describe the prohibited activity)

You are required, pursuant to 723.016(1)(c)2., Florida Statute to vacate no later than thirty (30) days from the date of delivery of this notice (which is determined by adding five (5) calendar days to the date of the postmark on this letter);

To Wit: on or before _____

Date of Mailing: _____

Date of Posting:_____

Landlord's Name, Address, and Phone Number:
_____
_____
_____

NOTICE TO QUIT
(Serious Rule Violation Eviction)

To:_____

You are hereby notified that you have committed an act which has endangered the life, health, safety, or property of the park residents or the peaceful enjoyment of the park by residents, to wit:

_____
_____
_____
_____
_____
_____
_____

(explain circumstances)

You are hereby notified that I have elected to terminate your rental agreement, pursuant 723.016(1)(c)1., Florida Statutes, for the lot located at

_____
_____
_____
_____

Santa Rosa County, Florida, and you have seven (7) days, county Saturdays and Sundays and Legal Holidays, from the date this notice is delivered to vacate the premises (delivery date is determined by adding five (5) calendar days to the date on the postmark):
To Wit: on or before _____.

Date of Mailing: _____.

Date of Posting:_____.

Landlord's Name, Address, and Phone Number:

_____
_____
_____

NOTICE TO QUIT
(Non-Payment of Rent)

To:_____

You are hereby notified that you are indebted to me in the sum of
$_____ for rent of lot located at
_____
_____

Santa Rosa County, Florida, now occupied by you and that I demand payment of the rent or possession of the premises within five (5) days (not including Saturdays, Sundays, or Legal Holidays) from the date of delivery of this
notice (which is determined by adding five (5) calendar days to the date of the postmark), To Wit: on or before _____.

Date of Mailing: _____.

Date of Posting:_____.

Landlord's Name, Address, and Phone Number:
_____
_____
_____

INSTRUCTIONS FOR CIVIL COVER SHEET

A civil cover sheet is required in all landlord/tenant evictions.

Instructions:

Complete the plaintiff and defendant areas under I. Case Style

Input a claim amount into the area designated in II. Amount of Claim
(only if the landlord is filing a case for possession and back rent/damages)

Sign and date the form. A printed name is also required.

CIVIL COVER SHEET COUNTY COURT

I. CASE STYLE

In the County Court of the First Judicial Circuit, In and for Santa Rosa County, Florida

_____ Case No._____

Plaintiff

Vs.

_____

Defendant(s)

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim rounded to the nearest dollar

$ _____

III. TYPE OF CASE (If case fits more than one type, select most definitive category.) If most descriptive label is a subcategory (indented under a broader category), place an x on both the main category and subcategory boxes

☐ County ☐ Replevins ☐ Other civil (non-monetary)
☐ Civil ($8,001 to $15,000) ☐ Evictions

IV. REMEDIES SOUGHT (check all that apply):

☐ monetary (rent or other damages); ☐ nonmonetary declaratory or injunctive relief (possession)

V. NUMBER OF CAUSES OF ACTION: ☐ 1 (just possession); ☐ 2 (Also claiming money damages)

(specify) _____Possession of Premises

_____ Money Damages for rent or other damages

VI. IS THIS ACTION A CLASS ACTION LAWSUIT? ☐ yes ☐ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

☐ no ☐ yes If "yes," list all related cases by name, case number, and court.

_____

_____

_____

IS JURY TRIAL DEMANDED IN COMPLAINT? ☐ yes ☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature _____ Attorney or party

Fla. Bar # _____

_____ _____

(type or print name) Date

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
PLAINTIFF(S)

CASE NO:_____

VS

_____
DEFENDANT(S)

COMPLAINT FOR EVICTION MOBILE HOME PARK EVICTION
(RENT)

PLAINTIFF(S)
_____sues
DEFENDANT(S)_____
and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida pursuant to 723.061(1) (a), Florida Statutes.

2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located a Mobile Home Park containing 10 or more mobile home lots;

   _____
   (Street Address of Rental Property including lot number, City, State, and Zip code)

3. Defendant(s) has possession of property under written agreement, copy attached, or oral agreement, to pay rent of {insert amount of rent} $_____ payable each _____.
   {Monthly, weekly, etc.}

4. Defendant(s) failed to pay rent due _____, 20_____.
   {Insert date tenant failed to pay rent}

5. Plaintiff(s) served Defendant(s) with a notice on _____, 20_____,
   {insert date tenant was served notice}
   to pay rent or deliver possession, but Defendant(s) refuses to do either. A copy of which notices is attached hereto.

6. Defendant(s) owes Plaintiff(s) past due rent in the amount of
$_____
{insert the amount of rent that is due as of the date of filing}
$_____which continues to accrue at the rate of
$_____ per month, plus court costs.

Wherefore, Plaintiff(s) demands judgment for possession of the property against Defendant(s)

_____
Plaintiff, Attorney or Agent
_____
_____
_____
Address
_____
City, State, Zip Code
_____
Telephone Number

_____
Email Address

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

_____
PLAINTIFF(S)

CASE NO: _____

VS

_____
DEFENDANT(S)

COMPLAINT FOR EVICTION MOBILE HOME PARK EVICTION
(Rent and Damages)

PLAINTIFF(S)
_____sues
DEFENDANT(S)_____
and alleges:

COUNT I

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida pursuant to 723.061(1)(a), Florida Statute.

2. Plaintiff(s) owns the following described real property in said Santa Rosa County, wherein is located a Mobile Home Park containing 10 or more mobile home lots;

   _____
   _____
   _____

(Street Address of Rental Property including Lot Number, City and State)

3. Defendant(s) has possession of the property under written agreement, copy attached, or oral agreement, to pay rent in the amount of $_____ payable each _____ (Month or Week)

4. Defendant(s) failed to pay rent due on
   _____
   {insert date the defendant failed to pay rent}

5. Plaintiff(s) served Defendant(s) with a notice on _____
{insert date notice was posted}
to pay rent due or deliver possession, but Defendant(s) refused to do either, a copy of which notice is attached.

6. Defendant(s) owes Plaintiff(s) past due rent in the amount of $_____ as of _____, which continues to accrue at the rate of $_____per month , plus court costs.

COUNT II

7. This is an action for damages that do not exceed $50,000.00.
8. Plaintiff(s) restates those allegations contained in paragraphs 1 through 6 above.
9. Defendant (s) owes Plaintiff(s) $ _____ that is due with interest _____, for unpaid rent and $ _____ for damages to the premises, plus court cost.

Wherefore, Plaintiff(s) demands judgment for damages against Defendant(s).

_____
Plaintiff, Attorney or Agent

_____

_____

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

_____
PLAINTIFF(S)

CASE NO: _____

VS

_____
DEFENDANT(S)

COMPLAINT FOR EVICTION MOBILE HOME PARK EVICTION
(Repeat Rule Violation)

PLAINTIFF(S)
_____sues
DEFENDANT(S)_____ and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida, pursuant to 723.016(1) (c)1, Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located a Mobile Home Park contains 10 or more mobile lots:
   _____
   _____
   (Street Address of Rental Property including lot number, City, State and Zip Code.)
3. Defendant(s) has continued to violate the following park rule(s), lease provision, or section of chapter 723, Florida Statutes. Below identify rule or lease provision or statute number and attach a copy of the applicable lease or rules.

_____
_____
_____

4. Specifically, the defendant (state circumstances causing violation)
   _____
   _____
   _____
   _____
5. Defendant(s) act endangered the life, health, safety, or property of the park residents, or it interfered with the peaceful enjoyment of the park by the residents.
6. As a result, Plaintiff(s) elected to terminate the rental agreement and served the Defendant(s) with a notice to vacate, which Defendant(s) refuses to do.
   A copy of the notice is attached.

WHEREFORE, Plaintiff(s) demands judgment for the possession of the property against the Defendant(s).

_____
Plaintiff, Attorney or Agent

_____

_____

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
PLAINTIFF(S)

CASE NO: _____

VS

_____
DEFENDANT(S)

COMPLAINT MOBILE HOME PARK EVICTION
(SERIOUS RULE VIOLATION)

PLAINTIFF(S)
_____sues
DEFENDANT(S)_____
and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa County, Florida, pursuant to 723.061(1)(c), Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located in a Mobile Home Park contains 10 or more mobile home lots:

_____
(Street Address or Rental Property including lot number, City, State and Zip Code)

3. Defendant(s) has violated the following park rule, lease provision or section of Chapter 723, Florida Statutes. Below identify rule or lease provision or statute number and attach a copy of applicable lease or rules.
   _____
   _____
   _____
   _____.
4. Specifically, the defendant (state circumstances causing violation)
   _____
   _____
   _____.
5. Defendant(s) act endangered the life, health safety or property of the park residents, or it interfered with the peaceful enjoyment of the park by the residents.
6. As a result, Plaintiff(s) elected to terminate the rental agreement and served the Defendant(s) with a notice to vacate, which Defendant(s) refuses to do.
   A copy of the notice is attached.

WHEREFORE, Plaintiff(s) demands judgment for possession of the property against Defendant(s).

_____
Plaintiff, Attorney or Agent

_____

_____

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
PLAINTIFF(S)

CASE NO._____

VS

_____
DEFENDANT(S)

COMPLAINT MOBILE HOME PARK EVICTION
(Conviction of a Crime)

PLAINTIFF(S)
_____sues
DEFENDANT(S)_____ and alleges:

1. This is an action to evict a tenant from a Mobile Home Park in Santa Rosa County, Florida, pursuant to 723.0161(1)(c)1, Florida Statutes.
2. Plaintiff(s) owns the following described real property in Santa Rosa County, wherein is located a Mobile Home Park contains 10 or more mobile home lots:
   _____
   _____
   (Street Address of Rental Property including Lot Number, City, State Zip Code)
3. Defendant(s) was convicted of the crime of
   _____
   _____
   _____
   _____
   _____
   in_____
   on_____ {Describe Court & Date of Conviction}

4. The crime of which the defendant was convicted constitutes a detriment to health, safety, or welfare of the park residents.

WHEREFORE, Plaintiff(s) demands judgment for possession of the property against Defendant(s).

_____
Plaintiff, Attorney or Agent

_____

_____

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

SUMMONS — EVICTION CLAIM

If your Complaint is for eviction of the tenant, you need to fill out and deliver this form to the clerk with the Complaint.

SOURCE: Fla. R. Civ. P. 1.070 (2010); Fla. R. Civ. P. Form 1.923 (2010).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE THE REQUIREMENTS OF FLORIDA LAW.
YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

TO: _____
_____
_____

EVICTION SUMMONS/MOBILE HOME LOT
***** PLEASE READ CAREFULLY*****

You are being sued by
_____ to require you to move out of the place where you are living for the reason 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 five (5) days** (not including Saturday, Sunday, or any legal holiday) after the date the 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 reasons(s) why you think you should not be forced to move. The written reason(s) must be given to the Clerk of Court at the Santa Rosa County Courthouse, 4025 Avalon Blvd. Milton, FL, 32583

2. Mail or give a copy of your written reason(s) to:

Plaintiff/Plaintiff's Attorney:

_____
_____

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. Rent money deposited into the Registry of Court must be paid by Cash, Cashier's Check, or Money Order with a Registry Fee of 3% of the first $500.00 and 1.5% over $500.00. If you believe that the amount claimed in the complaint is incorrect, you should file with the Clerk of 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 paid to the Clerk of the Court while the lawsuit is pending.

IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN FIVE (5) WORKING DAYS AFTER THE DATE THAT 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 one (1) above and you must mail or give a copy of your written reasons to the plaintiff/plaintiff's attorney at the address specified in paragraph two (2) above. This must be done within twenty (20) days after the date these papers were given to you or to a person who lives with you or were posted on your home. This obligation is separate from the requirement of answering the claim for evictions within five (5) working days after these papers were given to you or to a person who lives with you or were posted on 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.

Dated on _____, 20____.

Jason D. English, Esq.
Clerk of Courts & Comptroller
By_____
Deputy Clerk

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact:
Court Administration, ADA Coordinator Santa Rosa County
4025 Avalon Blvd
Milton, FL 32583
Phone (850) 623-3159 Fax (850) 983-0602
ADA.SantaRosa@flcourts1.gov
at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

SUMMONS — EVICTION SUMMONS FOR ACTION FOR BACK RENT AND DAMAGES

If your Complaint is for eviction of the tenant and you are suing for back rent and damages in addition to possession of the premises: you need to fill out and deliver this form to the clerk with the Complaint.

SOURCE: Fla. R. Civ. P. 1.070 (2010); Fla. R. Civ. P. Form 1.923 (2010).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE THE REQUIREMENTS OF FLORIDA LAW.
YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____
_____
Defendant(s)

SUMMONS - ACTION FOR BACK RENT AND DAMAGES

TO: _____
_____
_____
_____

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

_____
_____
_____
_____

within twenty days after service of this summons upon that Defendant, exclusive of the day of service, **and to file the original of said written defenses with the Clerk of Court at the Santa Rosa County Courthouse located at 4025 Avalon Blvd. Milton, Fl. 32583** either before service on or immediately thereafter. If you fail to do so, a default will be entered against that Defendant for the relief demanded in that portion of the complaint.

WITNESS my hand and the seal of said Court,

Dated on: _____

Jason D. English, Esq.
Clerk of Courts & Comptroller

_____
BY DEPUTY CLERK

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact:
Court Administration, ADA Coordinator
Santa Rosa County
4025 Avalon Blvd
Milton, FL 32583
Phone (850) 623-3159 Fax (850) 983-0602
ADA.SantaRosa@flcourts1.gov
at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

REQUEST FOR THE CLERK TO PREPARE AND ISSUE SUMMONS

Plaintiff, _____
Hereby requests for the clerk's office to issue and prepare summons on the defendant
_____
The service address for defendant is: _____
_____

Plaintiff Signature: _____
Name: _____
Address: _____

Telephone No. _____

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

DECLARATION TO COURT OF NO KNOWN LAST BUSINESS ADDRESS

Plaintiff, _____
assert that I cannot provide the Court the last known business address of
defendant _____.
I relieve the court of any responsibility or obligation to perform the mailing of the lawsuit and summons so filed in this court to the defendant at the last known business address.

Plaintiff Signature: _____
Name: _____
Address: _____

Telephone No. _____

What Happens After the Tenant Is Served?

The tenant has five (5) working days after being served in which to answer in writing to the Court why they think they should not have to move.

In an action by the landlord for possession of dwelling unit, if the tenant introduces any defense other than payment, the tenant is required to pay into the registry of the court the accrued rent as alleged in the Complaint for Possession or as determined by the court and the rent which accrues during the pendency of the proceeding when due.

If the tenant moves in the time allowed by law after being served or pays the rent, the landlord should notify the Clerk's office in writing so the case may be dismissed and closed. Judgment ***may*** be entered if the tenant moves owing rent and has not offered written defenses to the court, only if personal service has been perfected.
If the tenant answers in writing and deposits the rent demanded into the registry of court (if applicable) before the time allowed by law has elapsed the case ***may*** be scheduled for an eviction hearing before a judge. Should a hearing occur, the Judge will rule on whether the tenant must move and if so, when they are to move.

If the tenant does not move or does not answer as stated above, within the time allowed by law, the landlord is entitled to a default. The landlord must formally request the Clerk enter a default by filing a Motion for Default; a copy of the motion and affidavit must be served on the Defendant. The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

MOTION FOR CLERK'S DEFAULT AS TO POSSESSION – MOBILE HOME PARK EVICTION

Plaintiff asks the Clerk to enter a default against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for mobile home park eviction.

Plaintiff Signature: _____
Name: _____
Address: _____
Telephone No. _____

DEFAULT AS TO POSSESSION – MOBILE HOME PARK EVICTION

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

DATE: _____

Jason D. English, Esq.

Clerk of Courts & Comptroller

By: _____
Deputy Clerk

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to_____, by ____hand delivery _____ mail _____fax _____ email on this _____ day of _____, 20_____.

_____

Plaintiff(s) Signature

_____

_____

mailing address

_____

_____

email address (if applicable)

_____

telephone number

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

MOTION FOR DEFAULT FINAL
JUDGMENT OF POSSESSION- MOBILE HOME PARK EVICTION

Plaintiff asks the Clerk to enter a default final judgment of possession against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for Mobile Home Park Eviction.

1. Plaintiff filed a Complaint alleging grounds for mobile home park eviction of Defendant.
2. A Default was entered by the Clerk of this Court on _____ [date].

WHEREFORE, Plaintiff asks this Court to enter a Final Judgment of Possession for Mobile Home Park Eviction against
Defendant_____
whose address is: _____
and to put Plaintiff into possession of the property lot thereof for which let execution issue as set forth in Florida Chapter 723.

Plaintiff Signature: _____
Name:_____
Address:_____
_____
Telephone No._____

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to _____,

by ____hand delivery _____ mail _____fax _____ email on this ____ day of _____, 20____.

_____
Plaintiff (Owner or Authorized Agent)

_____
_____
Street Address

_____
City/State/ZIP

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

MOTION FOR CLERK'S DEFAULT AS TO BACK RENT AND DAMAGES – MOBILE HOME PARK EVICTION

Plaintiff asks the Clerk to enter a default against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for back rent due and damages.

Name:_____
Address:_____
Telephone No._____

DEFAULT ENTERED BY CLERK – DAMAGES/MOBILE HOME PARK EVICTION

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

DATE: _____

Jason D. English, Esq.

Clerk of Courts & Comptroller

By: _____

Deputy Clerk

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to_____, by ____hand delivery ____ mail _____fax _____ email on this ____ day of _____, 20_____.

_____

Plaintiff(s) Signature

_____

_____

mailing address

_____

_____

email address (if applicable)

_____

telephone number

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

MOTION FOR DEFAULT FINAL
JUDGMENT FOR BACK RENT AND DAMAGES -MOBILE HOME PARK EVICTION

Plaintiff asks the Clerk to enter a default final judgment against _____ [name], Defendant, for failing to respond as required by law to Plaintiff's Complaint for back rent and applicable damages against defendant.

1. Plaintiff filed a Complaint alleging grounds for mobile home park eviction and back rent and damages against the Defendant.
2. A Default was entered by the Clerk of this Court on _____ [date].
3. In support of this Motion, Plaintiff submits the Affidavit of Damages.

WHEREFORE, Plaintiff asks this Court to enter a Final Judgment for against Defendant_____

Plaintiff Signature: _____
Name:_____
Address:_____
_____
Telephone No._____

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to _____,

by ____hand delivery _____ mail _____fax _____ email on this ____ day of _____, 202___.

_____
Plaintiff (Owner or Authorized Agent)

_____
_____
Street Address
_____
City/State/ZIP

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

MOTION FOR JUDICAL DEFAULT AS TO COUNT II FOR DAMAGES CLAIM-MOBILE HOME PARK EVICTION

Plaintiff(s),_____,

Moves for entry of a default by the Judge against the

Defendant(s)_____

for failure to serve any paper on the undersigned or file any paper as required by law, as to count II for damages claim.

Dated this _____day of _____, 20_____.

_____
Owner, Attorney or Agent

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to_____, by ____hand delivery _____ mail _____fax _____ email on this _____ day of _____, 20_____.

_____
Plaintiff(s) Signature

mailing address

_____

_____
email address (if applicable)
Telephone:_____

AFFIDAVIT OF DAMAGES
NONMILITARY AFFIDAVIT

The tenant will have five days, after service, to file a written response to a Complaint for eviction, and 20 days, after service, to file a written response to a complaint for back rent and damages. If the tenant fails to file a written response in that time the landlord is entitled to a judgment by default.

Obtaining the judgment is a two-step process. First, a clerk's default should be obtained by delivering to the clerk of the court an executed Motion for Clerk's Default as to possession-mobile home park eviction. File the motion when the tenant has failed to respond to the eviction complaint. The motion for clerk's default as to back rent & damages – mobile home park eviction, should be used to obtain a clerk's default when the tenant has failed to respond to a complaint for back rent and damages. To be entitled to a default the Nonmilitary Affidavit must be filed with the clerk.

Second, based on the clerk's default, a default final judgment should be obtained from the judge handling the case. The default final judgment is obtained by delivering to the court a Motion for Default Final Judgment of Possession – Mobile Home Park Eviction /or a Motion for Default Final Judgment as to Back Rent & Damages-Mobile Home Park Eviction, along with an Affidavit of Damages. A copy of any motions filed with the Court must be served on the tenant(s). The forms provide a certificate of service to be completed establishing proper service of the motion and affidavit.

The fee for signing a document before a notary at the Clerk's office is $10.00.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE THE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

AFFIDAVIT OF DAMAGES

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared _____ [name] who being first duly sworn, states as follows:

1. I am ____ the Plaintiff or ____ the Plaintiff's agent (check appropriate response) in this case and am authorized to make this affidavit.

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 of $ _____ [rental amount] per _____ [week, month, or other payment period].

4. Defendant has not paid the rent due since _____ [date of payment Tenant has failed to make].

5. Defendant owes Plaintiff $ _____ [past due rent amount] as alleged in the Complaint plus interest.

6. Defendant owes Plaintiff $_____ [other damages amount] as alleged in the Complaint plus interest.

Signature of Plaintiff: _____

Name: _____

Sworn and subscribed before me on _____ [date], by

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

_____
NOTARY PUBLIC-STATE OF FLORIDA
Name: _____
Commission No. _____
My Commission Expires: _____

I CERTIFY that I ____ mailed, ____ faxed and mailed, or ____ hand delivered a copy of this motion and attached affidavit to the Defendant at

_____

_____

[insert address at which Tenant was served and fax number if sent by fax].

IN THE COUNTY COURT, IN AND FOR
SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

NON - MILITARY AFFIDAVIT

On this day personally appeared before me, the undersigned authority,
_____,
who, after being first duly sworn, says:
Defendant, _____, is known by Affiant not to be in the military service or any governmental agency or branch subject to the provisions of the Soldiers' and Sailors' Civil Relief Act.
DATED: _____

_____
Signature of Affiant
Name:_____
Address:_____
_____
Telephone No._____

Sworn and subscribed before me on _____ [date], by _____ [name], who _____ is personally known to me or who _____ produced _____ [document] as identification and who took an oath.

_____
NOTARY PUBLIC-STATE OF FLORIDA
Name: _____
Commission No. _____
My Commission Expires: _____

BLANK MOTION FORM

This eviction packet is as a self-help guide only and does not contain forms or instructions for more complex instances that might arise during an eviction proceeding. Should there arise an instance that is not covered in this packet our recommendation is for the landlord to seek the consultation of a qualified legal expert.

If the landlord desires or needs to fill a motion or pleading with the Court that this packet does not have a form for; utilizing the blank motion form, they may create that motion or pleading – page 65-66

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE THE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

MOTION FOR RELEASE OF FUNDS DEPOSITED INTO COURT REGISTRY

If the tenant has paid rent into the court registry and the landlord desires for the court to release those funds a motion will be required. We have provided one for use as appropriate – page 67-68

NOTICE OF VOLUNTARY DISMISSAL OF MOBILE HOME PARK EVICTION

If the tenant has paid rent arrearage or the landlord for other reasons desires to dismiss the mobile home park eviction, we have included that notice for use as appropriate- page 69.

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA
COUNTY CIVIL DIVISION

_____
Plaintiff

CASE NO: _____

vs.

_____
_____
Defendant(s)

MOTION FOR _____
[insert appropriate title based on request]

Plaintiff prays this Honorable Court,

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Plaintiff Signature: _____
Name: _____
Address: _____
_____
Telephone No. _____

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to_____,

by ____hand delivery _____ mail _____fax _____ email on this _____ day of _____, 20____.

_____
Plaintiff (Owner or Authorized Agent)

_____
_____
Street Address

_____
City/State/ZIP

OR

_____
Defendant

_____
_____
Street Address

_____
City/State/ZIP

IN THE CIRCUIT/COUNTY COURT IN AND FOR
SANTA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

MOTION FOR RELEASE OF FUNDS DEPOSITED INTO COURT REGISTRY

Hereby certify that:

1. I am the plaintiff/landlord in the above referenced case. I feel I am entitled to the funds that were deposited into the court registry and I hereby motion the court to release the funds to me.

2. My address is: _____
_____
_____

3. My email address is: _____

4. I would respectfully ask that the court issue an order releasing the funds to me.

5. Should this Honorable Court order the funds be released to me; I am aware that I must provide mailing materials to the clerk's office for mailing of this check, or should I pick the released funds from the clerk's office I must provide identification

Printed Name _____
Signature _____

Date: _____

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to_____,

by ____hand delivery _____ mail _____fax _____ email on this _____ day of _____, 20____.

_____
Plaintiff (Owner or Authorized Agent)

_____
_____
Street Address

_____
City/State/ZIP

OR

_____
Defendant

_____
_____
Street Address

_____
City/State/ZIP

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA
COUNTY CIVIL DIVISION

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

NOTICE OF VOLUNTARY DISMISSAL OF MOBILE HOME PARK EVICTION

COMES NOW Plaintiff_____, and hereby files this Notice of Voluntary Dismissal of Mobile Home Park Eviction and states as follows:

_____ The Defendant(s) has/have paid the Plaintiff(s) in full, and the Plaintiff(s) dismisses this court action.

_____ The Defendant(s) has moved, and the Plaintiff(s) dismisses this court action.

_____Other:
_____
_____
_____
_____

Date: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that pursuant to Florida Rule of Judicial Administration 2.516, a copy of the foregoing was sent by mail and/or by U.S. mail to: the defendant(s)name and/or address/email:_____

_____

By Plaintiff(s) Printed Name:_____

Plaintiff(s) Signature:

_____

WRIT OF POSSESSION

This document should be delivered to the Clerk of the Court after the Court enters the final judgment evicting the Tenant. The Clerk will sign this Writ. After the Clerk signs this Writ, it must be delivered to the Sheriff to be served upon the Tenant and who, if necessary, will forcibly evict the Tenant after 24 hours from the time of service.

If requested by the Landlord to do so, the Sheriff shall stand by to keep the peace while the Landlord changes the locks and removes personal property from the premises. When such a request is made; the Sheriff may charge a reasonable hourly rate, and the person requesting the Sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the Sheriff.

SOURCE: Section 83.62, Florida Statutes (2009)

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE THE REQUIREMENTS OF FLORIDA LAW.
YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

- **RETAIN WRIT OF POSSESSION FORM UNTIL AFTER FINAL JUDGMENT FOR POSSESSION IS ENTERED**

IN THE CIRCUIT COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

WRIT OF POSSESSION

THE STATE OF FLORIDA:
TO THE SHERIFF OF SANTA ROSA COUNTY:

YOU ARE COMMANDED to remove all persons from the following described property in Santa Rosa County, Florida; and to put Plaintiff(s) in possession after 24 hours' notice conspicuously posted on the premises:

_____

_____

{Insert address of property}

Dated:_____

JASON D. ENGLISH, ESQ., CLERK OF COURTS & Comptroller

By:_____ ____
DEPUTY CLERK

Contact Person:_____
(Name)

_____

_____
(Address)

_____
(Phone)

Introduction to Case Management Order

The following Santa Rosa County Administrative Order took effect in 2021. We have included this for informational purposes. These documents are not required to be filed at the onset of the case. They should, however, be reviewed by the Plaintiff.
For further information please review the Florida Rules of Civil Procedure or contact the Santa Rosa County Case Manager at (850) 981-5586.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE THE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

IN THE CIRCUIT OR COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR SANTA ROSA COUNTY, FLORIDA
CIVIL DIVISION

<PLAINTIFF'S NAME>,
Plaintiff,

vs. **Case No.:**
Division:

<DEFENDANT'S NAME>
Defendant.

ORDER TO PLAINTIFF REGARDING REQUIRED REPORTING

THIS CAUSE, having come before the Court *sua sponte* upon the filing of this action and pursuant to First Judicial Circuit Amended Administrative Order No. 2024-25, it is hereby

ORDERED and ADJUDGED that the Plaintiff **shall** complete the following matters:

1. Review and become familiar with First Judicial Circuit Amended Administrative Order No. 2024-25; and

2. Within five (5) days of service of the complaint on the last of all named Defendants file a Notice of Final Service ("Notice") with the Court that includes the following:

   a. a statement that the last of all named Defendants to be served has been served;

   b. the date of said service;

   c. a proposal as to whether the case should be designated as complex under Florida Rule of Civil Procedure 1.201, streamlined, or general as defined in Florida Rule of Civil Procedure 1.200;

   d. a statement as to whether the Defendant concurs with the proposed case designation; and

3. Upon filing the Notice required in paragraph 2, the Plaintiff shall also serve a copy of the Notice to the **assigned** judge's judicial assistant via the Proposed Documents function of the ePortal.

Failure of the Plaintiff to strictly comply with this Order shall subject the Plaintiff to appropriate sanctions including, but not limited to, the striking of pleadings or dismissal of this action without prejudice.

DONE and ORDERED on <DATE> in Chambers at <COUNTY>, Florida.

/s/ J. Scott Duncan
J. Scott Duncan
ADMINISTRATIVE JUDGE
Santa Rosa County

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

(INCLUDING ALL CIVIL LAWSUITS IN THE AMOUNT OF $0-$8,000.00 EXCLUDING COSTS, INTEREST, AND FEES.)

_____
Plaintiff(s)
Vs Case No:_____

_____
Defendant(s)

NOTICE OF FINAL SERVICE

Service of the Complaint: The Defendant(s) was served with the complaint on _____.
Case Track Assignment (check one): Case disposition times for all case tracks have been established in accordance with Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B).
Streamlined Track (Case resolved within 12 months without a jury trial.)
General Track (Case resolved within 18 months with or without a jury trial.)
Complex Track (Case resolved pursuant to Florida Rule of Civil Procedure 1.201, with or without a jury trial)
Date:_____
Plaintiff(s) Printed Name:_____

Plaintiff(s) Signature: _____
Mail to: Santa Rosa County Clerk of Courts
Attn: Civil Divison
4025 Avalon Blvd
Milton, FL 32583

IN THE COURTS OF THE FIRST JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA

AMENDED ADMINISTRATIVE ORDER NUMBER 2024-25
(*Vacates Administrative Order* 2021-12)

RE: CIVIL CASE MANAGEMENT– MANDATORY REVIEW OF CIVIL CASES AND ENTRY OF CASE MANAGEMENT ORDERS

WHEREAS, the Florida Supreme Court has issued Administrative Order 2023-0962 and amended Florida Rule of Civil Procedure 1.200,[1] requiring the Chief Judge of each judicial circuit to enter an administrative order addressing certain case management requirements; and

WHEREAS, pursuant to the aforementioned authorities, each civil case must be assigned within 120 days after the action commences to a complex, general, or streamlined case management track; and

WHEREAS, except for case management orders issued in complex cases, the Chief Judge sets the forms for case management orders;

NOW, THEREFORE, pursuant to the authority vested in the Chief Judge by article V, section 2(d) of the Florida Constitution, section 43.26, Florida Statutes, and Florida Rule of General Practice and Judicial Administration 2.215(b);

IT IS HEREBY ORDERED:

1. The case management procedures set forth in this Order must be followed in all civil actions unless the action falls within an exception set forth in rule 1.200.

2. Within 120 days after the commencement of any civil case subject to this Order, the presiding judge in the case must review and assign the case to one of the three case management tracks by entering an initial case management order. Complex, streamlined, and general cases are defined as follows:

    a. *Complex cases* are actions designated by court order as complex under rule 1.201, and such cases must proceed as provided in rule 1.201.

    b. *Streamlined cases* are actions that reflect some mutual knowledge about the underlying facts, have limited needs for discovery, well-established legal issues

[1] Rewritten rule 1.200 becomes effective January 1, 2025.

related to liability and damages, few anticipated dispositive pretrial motions, minimal documentary evidence, and an anticipated trial length of no more than three days. Uncontested cases should generally be presumed to be streamlined cases.

c. *General cases* are all other actions that do not meet the criteria for streamlined or complex.

3. The case management order for each streamlined or general civil case, complete with the applicable deadlines, must be entered no later than 120 days after commencement of the action as provided in rule 1.050. The case management order for a streamlined or general civil case must be in the form provided in the attachments to this Order, consistent with the requirements of rule 1.200.[2]

4. Pursuant to rule 1.200, the case management order must specify, at a minimum, the following deadlines: service of complaints; service under extensions; adding new parties; completion of fact discovery; completion of expert discovery; filing and service of motions for summary judgment; filing and resolution of all objections to pleadings; filing and resolution of all pretrial motions; and completion of alternative dispute resolution.

5. Plaintiff (if self-represented) or Plaintiff's counsel **must** file a Notice of Final Service ("notice") when the last-named defendant has been served with the complaint to notify the presiding judge that service is complete and that the case management order may be prepared. The notice **must** be filed within five days of final service, and Plaintiff or Plaintiff's counsel **must** serve the notice on the assigned judge's judicial assistant. Filing the notice with the Clerk is not sufficient to meet this requirement. Failure to file and serve the notice as required by this paragraph may result in the imposition of sanctions.

6. If any party desires to alter the initial case management order, an amended case management order meeting the time and form requirements set forth in this Order may be prepared and stipulated to by the parties. The proposed order should be submitted for final approval by the presiding judge.

7. The case management order for complex cases must be issued according to the requirements of Florida Rule of Civil Procedure 1.201.

[2] Rule 1.200 does not require the Chief Judge to set the form for case management orders in complex cases.

8. All judges are directed to strictly comply with Florida Rules of General Practice and Judicial Administration 2.545(a), (b), and (e), which respectively require judges to conclude litigation as soon as it is reasonably and justly possible to do so, to take charge of all cases at an early stage and to control the progress of the case thereafter until it is determined, and to apply a firm continuance policy allowing continuances only for good cause shown.

9. Attorneys are also reminded that they must strictly comply with Florida Rule of General Practice and Judicial Administration 2.545(a), which requires lawyers to conclude litigation as soon as it is reasonably and justly possible to do so.

10. The procedures set forth herein do not supplant any existing rule, statute, or law, nor should they be construed as granting any rights not already provided for by rule, statute, or law. To the extent that any timeframe or other provision of this Order may be construed as being in conflict with any rule, statute, or law, the rule, statute, or law shall prevail.

11. This Order is effective January 1, 2025.

DONE AND ORDERED at Pensacola, Escambia County, Florida on this 16th day of December, 2024.

/s/ John L. Miller **JOHN L. MILLER CHIEF JUDGE**

Copies to:

All Judges, First Judicial Circuit All
Clerks, First Judicial Circuit
Judicial Administration Commission Paul
Flemming, Florida Supreme Court Ginger
Bowden Madden, State Attorney Bruce
Miller, Public Defender
Candice Brower, Office of Criminal Conflict and Civil Regional Counsel Kasey
Watson, Trial Court Administrator
Escambia-Santa Rosa Bar Association
Okaloosa Bar Association
Walton Bar Association
www.FirstJudicialCircuit.org

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THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

_____

Plaintiff

CASE NO: _____

vs.

_____

Defendant(s)

CIVIL CASE MANAGEMENT PLAN

1. **Case Track Assignment** (check one): Case disposition time for all case tracks have been established in accordance with Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B).

   ☐ Streamlined Track (Case resolved within 12 months without a jury trial).

   ☐ General Track (Case resolved within 18 months with or without a jury trial).

   ☐ Complex Track (Case resolved pursuant to Florida Rule of Civil Procedure 1.201, with or without a jury trial).

2. **Case Deadlines and Events:**

Deadline or Event	**Party (if applicable)**	**Date**
Deadlines for service of complaints, service under extensions, and the addition of new parties.		
Deadlines to complete fact and expert discovery	Plaintiff(s):	
	Defendant(s):	
Deadlines for all objections to pleadings and pretrial motions to be resolved		
Deadline for mediation to have occurred		
Projected date of **Pretrial conference**		
Projected date of trial (a firm trial date will be ordered by the presiding judge when the case is at issue pursuant to Florida Rule of Civil Procedure 1.440)		

3. **Trial Information**

Estimated Length of Trial (specify Number of trial days)	
Identification of Jury or Non-Jury Trial	☐ Jury Trial
	☐ Non-Jury Trial

The schedule of deadlines herein will be strictly adhered to by the parties unless change is otherwise agreed to by the parties and approved by the Court. The Court will consider a request to approve changes to these deadlines upon a showing of good cause by either party based on matters arising from an emergency nature or unavailability. However, once the *Civil Case Management Plan* has been approved by the Court, procrastination in completing discovery or the unavailability of counsel will not constitute good cause for a change to these deadlines. The failure to abide by these deadlines may result in sanctions.

4. **SIGNATURE OF COUNSEL/UNREPRESENTED PARTIES IF SUBMITTED AS AGREED UPON PLAN**

Plaintiff's Counsel	Defendant's Counsel
Address:_____	Address:_____
Phone:_____	Phone:_____
Fax:_____	Fax:_____
E-Mail:_____	E-Mail:_____
Fla Bar #:_____	Fla Bar #: _____
Plaintiff (if unrepresented)	Defendant (if unrepresented)
Address:_____	Address:_____
Phone:_____	Phone:_____

IN THE **COUNTY** COURT IN AND FOR **SANTA ROSA** COUNTY, FLORIDA

Case Number: **CASE NUMBER**
Division: **DIVISION**

PLAINTIFF(S)
Plaintiff(s),

V.

DEFENDANT(S)
Defendant(s).
_____/

CIVIL CASE MANAGEMENT ORDER – GENERAL TRACK

Pursuant to Florida Rule of Civil Procedure 1.200, the Court finds this case should be assigned to a general case management track. Pursuant to Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B), the expected completion date of a jury case is 18 months from the date of service of initial process on the last defendant or 120 days after commencement of the action as provided in rule 1.050, whichever occurs first. The initial complaint was filed on **Fillable field**. The following terms and deadlines shall apply in this case:

Case Deadlines and Events:		
Deadline or Event	**Party (if applicable)**	**Date**
Deadline for service of complaints: 120 days after the complaint is filed		**Fillable field**
Deadline for service under extensions: 180 days after the complaint is filed		**Fillable field**
Deadline for addition of new parties: 210 days after the complaint is filed		**Fillable field**
Deadline to complete fact discovery: 420 days after the complaint is filed	Plaintiff(s):	**Fillable field**
	Defendant(s):	**Fillable field**
Deadline to complete expert discovery: 450 days after the complaint is filed	Plaintiff(s):	**Fillable field**
	Defendant(s):	**Fillable field**

Deadline for filing and service of motions for summary judgment: 120 days before trial. A motion for summary judgment must comply with rule 1.510(b) and be resolved no later than 30 days before trial.

Deadline for all objections to pleadings to be resolved: within 75 days after the objection is filed and no later than 45 days before the pretrial conference	
Deadline for all pretrial motions to be resolved (excluding motions for summary judgment): within 60 days after the motion is filed and no later than the Friday before the trial week	
Deadline for alternative dispute resolution including mediation (if ordered) to have occurred: 450 days after the complaint is filed	**Fillable field**
Projected date of trial: 18 months after the complaint is filed (As the case proceeds, a firm trial date will be determined and ordered by the presiding judge.)	**Fillable field**

Within 20 days of filing any motion for which a hearing is required, **the moving party must contact the presiding judge's office to set the motion for hearing**.

Motions to continue trial are disfavored and should rarely be granted and then only upon good cause shown. Any motion to continue a trial date must comply with rule 1.460.

The schedule of deadlines herein will be **strictly enforced by the court** unless change is otherwise agreed to by the parties and approved by the Court. Notices of unavailability have no effect on the deadlines set by the case management order. If a party is unable to comply with a deadline in a case management order, the party must take action consistent with rule 1.200. The Court will consider a request to approve changes to these deadlines upon a showing of good cause by either party based on matters arising from an emergency or unavailability. Procrastination in completing discovery or the unavailability of counsel will not constitute good cause for a change to these deadlines.

It is ORDERED that all parties shall abide by the terms of this Order. **Dilatory conduct will not be tolerated by this Court**, and failure by a party to follow the deadlines in this Order may result in the imposition of sanctions.

DONE AND ORDERED in **SANTA ROSA** COUNTY, FLORIDA

COUNTY JUDGE

In cases wherein one party is unrepresented (pro se), it is the responsibility for the sole attorney in the case to serve within five business days this Order upon any pro se party who does not have access to and is not a registered user of the Florida Courts E-Filing Portal.

Copies:

IN THE **COUNTY** COURT IN AND FOR **SANTA ROSA** COUNTY, FLORIDA

Case Number: **CASE NUMBER**
Division: **DIVISION**

PLAINTIFF(S)
Plaintiff(s),

V.

DEFENDANT(S)
Defendant(s).
_____/

CIVIL CASE MANAGEMENT ORDER – STREAMLINED TRACK

Pursuant to Florida Rule of Civil Procedure 1.200, the Court finds this case should be assigned to a streamlined case management track. Pursuant to Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B), the expected completion date of a nonjury case is 12 months from the date of service of initial process on the last defendant or 120 days after commencement of the action as provided in rule 1.050, whichever occurs first. The initial complaint was filed on **Fillable field**. The following terms and deadlines shall apply in this case:

Case Deadlines and Events:		
Deadline or Event	**Party (if applicable)**	**Date**
Deadline for service of complaints: 120 days after the complaint is filed		**Fillable field**
Deadline for service under extensions: 150 days after the complaint is filed		**Fillable field**
Deadline for addition of new parties: 180 days after the complaint is filed		**Fillable field**
Deadline to complete fact discovery: 240 days after the complaint is filed	Plaintiff(s):	**Fillable field**
	Defendant(s):	**Fillable field**
Deadline to complete expert discovery: 270 days after the complaint is filed	Plaintiff(s):	**Fillable field**
	Defendant(s):	**Fillable field**

Deadline for filing and service of motions for summary judgment: 90 days before trial. A motion for summary judgment must comply with rule 1.510(b) and be resolved no later than 15 days before trial.

Deadline for all objections to pleadings to be resolved: within 60 days after the objection is filed and no later than 30 days before the pretrial conference	
Deadline for all pretrial motions to be resolved (excluding motions for summary judgment): within 30 days after the motion is filed and no later than the Friday before the trial week	
Deadline for alternative dispute resolution including mediation (if ordered) to have occurred: 270 days after the complaint is filed	**Fillable field**
Projected date of trial: 12 months after the complaint is filed (As the case proceeds, a firm trial date will be determined and ordered by the presiding judge.)	**Fillable field**

Within 20 days of filing any motion for which a hearing is required, **the moving party must contact the presiding judge's office to set the motion for hearing**.

Motions to continue trial are disfavored and should rarely be granted and then only upon good cause shown. Any motion to continue a trial date must comply with rule 1.460.

The schedule of deadlines herein will be **strictly enforced by the court** unless change is otherwise agreed to by the parties and approved by the Court. Notices of unavailability have no effect on the deadlines set by the case management order. If a party is unable to comply with a deadline in a case management order, the party must take action consistent with rule 1.200. The Court will consider a request to approve changes to these deadlines upon a showing of good cause by either party based on matters arising from an emergency or unavailability. Procrastination in completing discovery or the unavailability of counsel will not constitute good cause for a change to these deadlines.

It is ORDERED that all parties shall abide by the terms of this Order. **Dilatory conduct will not be tolerated by this Court**, and failure by a party to follow the deadlines in this Order may result in the imposition of sanctions.

DONE AND ORDERED in **SANTA ROSA** COUNTY, FLORIDA

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Copies: