LANDLORD/TENANT 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

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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

CASE NO: _____

v. 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

CASE NO: _____
v. 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. _____

LANDLORD AND TENANT EVICTION

FOR RESIDENTIAL PROPERTY ONLY

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

- Complaint for possession (original and 3 copies, per 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. Two stamps will be needed per envelope.)**
  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 summons, per tenant) for this service. The landlord may elect to bring a cashier's check , money order or **business check** made payable to the Sheriff's department for this service. The Plaintiff will be responsible for taking the prepared summons packet to the Sheriff's Office for service.

ACTION FOR POSSESSION AND BACK RENT the clerk needs

- Complaint for possession and damages (original and 3 copies, per tenant)
- A 5-day summons for each defendant (original and 4 copies per tenant)
- **2 addressed, stamped envelopes (regular mail, first class. Two stamps will be needed per envelope.)**
  One to the address on the lease, one to last known business address. If a business address is not known, please fill out the Declaration To The Court of No Known Business Address located after the summons in this packet.
- A 20-day summons for each defendant (original and 4 copies per tenant)

ACTION FOR POSSESSION AND BACK RENT AND DAMAGES,

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

The service packet will include:

- 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
- 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 $80.00 per defendant/tenant service fee to the Sheriff

The clerk will prepare the service packet 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 summons) for this service.

The landlord will be responsible for taking the prepared service packet to the Sheriff's Office for service.

<u>Remember:</u>

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

<u>Notice: Additional Requirement</u>

<u>Service of Process in Action for Possession of Premises</u>

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 prestamped 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 prestamped 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.

LANDLORD FORMS – INSTRUCTIONS

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 understand the instructions preceding the form and reviewed any referenced Florida Statute.

The residential landlord/tenant relationship is controlled by the terms of your lease and by Part II of Chapter 83 of the Florida Statutes. The procedures for enforcing your rights under your lease and Part II of Chapter 83 are set forth in section 51.011, Florida Statutes. You are advised to carefully review these statutes before starting any legal proceeding concerning a residential lease. Copies of these statutes are usually available at the law library located at your county courthouse and at your public library.

Before you can start a lawsuit to end a residential lease, you must first give proper written notice to the tenant(s). The form of the notice will depend on the landlord's reason for terminating the lease. There are two common reasons for a landlord to terminate a lease and evict a tenant. Those reasons are:

- The tenant has not paid his rent on time.
- The tenant has not complied with the requirements of the lease or has violated Florida Statutes.

Forms 1 and 2 contain the notices the landlord will need to send to the tenant(s) to terminate the lease and evict the tenant for those two common reasons.

There are generally, two other reasons for a landlord to terminate a lease to evict a tenant(s). Those reasons are:

- The tenant has violated the rental agreement for failure to comply with its statutory obligations to maintain the dwelling unit or material provisions of the rental agreement (other than failure to pay rent).
- The landlord needs possession, and it is not for any of the above reasons.

Forms 2 and 3 contain the notices the landlord will need to send to the tenant to terminate the lease and evict the tenant(s) for the above two reasons.

The landlord will need to either hand deliver, post, or mail any of the Florida compliant notices to the tenant in order to terminate the lease and evict the tenant for those reasons listed. The landlord will need to keep a true and correct copy of the notice for their records should an eviction lawsuit need to be filed later because the tenant has not complied with the notice given.

After sending the notice, it may be necessary to file a suit if the tenant(s) refuse to vacate the property in the time prescribed in the notice. The landlord will, as a general rule, have a suit against the tenant not only to evict the tenant (have the tenant removed from the property), but also for damages for unpaid rent. Form 5A contains a complaint both for eviction and for damages for unpaid rent. If the amount of damages exceeds $50,000 you

should not use this form. If a landlord wants to evict a tenant for breaches of the lease other than failure to pay rent, the suit may be for eviction only. Form 6 contains the complaint to evict a tenant for failure to comply with the lease other than the payment of rent. Form 5 contains the complaint to evict for non-payment of rent.

At the time the complaint is filed a landlord must ask the clerk of the court to issue summonses. After the summonses are issued, the landlord will deliver those summonses to the sheriff or a certified process server with a copy of the complaint, and all attachments, for service on the tenant(s). A separate summons is necessary for an eviction and to recover damages for unpaid rent. If a landlord is suing a tenant both to evict him and for damages, he will need to have both summonses issued and delivered to the sheriff with the complaint. Form 7 contains the form of the summons for eviction and Form 8 the additional summons to be used if unpaid rent and/or damages are also sought. There is a $40.00 service fee required by the Sheriff's office for the effectuation of each summons on each tenant(s). There is also a $10.00 or $17.00 fee required by the clerk's office for each summons issued/and or prepared on each tenant(s).

Once the complaint has been served on the tenant and the Clerk or the Court has entered a default against the tenant, the landlord may request that a judgment be entered. For eviction only, the landlord can request a default after five days, not counting the date of service, weekends, and holidays. If the tenant answers the complaint and follows the instructions listed in the summons, the case will be set for a hearing and parties will be notified of the hearing date. If the tenant files an answer and does not comply with depositing rent money into the court registry, a motion for immediate default may be filed. However, keep in mind that once a tenant files an answer with the Court, the decision as to what happens next is *always* up to the Judge assigned to the case. The clerk of courts is the keeper of the court records, not the decision maker; that is the sole responsibility of the Judge.

If the landlord is requesting a judgment for unpaid rent and damages (after successful service has been effectuated. A default as to the count II (back rent and damages) cannot be requested until 20 calendar days after successful service on the tenant/defendant.

If the court rules that the landlord is entitled to evict the tenant and/or recover damages for unpaid rent, the court will sign a judgment in the landlord's favor. Form 17 contains the form of a final judgment for eviction. Should a landlord receive a final judgment for eviction he must ask the clerk of the court to execute a Writ of Possession. The form of the Writ of Possession is Form 18. The Writ of Possession should be delivered to the sheriff for service on the tenant after execution by the clerk. The Sheriff's office charges $90.00 for this service. The tenant(s) will have 24 hours to vacate the property after the service of the writ of possession by the Sheriff's office.

The landlord generally may keep the security deposit to apply against damage to the property caused by the tenant. The landlord's right to keep the security deposit is strictly limited by the Florida Statutes. To keep the security deposit the landlord must send a notice to the tenant. Form 9 provides you with the form for a Notice of Intent to Claim Security Deposit.

FORM 1 — NOTICE FROM LANDLORD TO TENANT — TERMINATION FOR FAILURE TO PAY RENT

This notice may be delivered by mail or by delivering a copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy thereof at the dwelling unit.

If the Tenant fails to pay rent when due and the default continues for three (3) days (Excluding Saturday, Sunday, and legal holidays) after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. This written demand is a prerequisite to an action to evict the Tenant or recover past due rent. Your written rental agreement may have allowed for a longer period than three days and should be reviewed.

SOURCE: Section 83.56(3) and (4), Florida Statutes.

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

THREE DAY NOTICE
TERMINATION FOR FAILURE TO PAY RENT

To: _____
Tenant's Full Name

_____
Tenant's Address

_____
Tenant's City, State, ZIP

From: _____

Date: _____

You are hereby notified that you are indebted to me in the sum of $_____ for the rent and use of the premises located at:

_____

_____, Florida,
(Insert address of leased premises, including city, state, ZIP, and county.)
now occupied by you and that I demand payment of the rent or possession of the premises within three days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the _____ day of _____, 20_____. *(Insert the date which is three days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday, and legal holidays.)*

_____
Landlord's Signature

_____
Landlord's Address

_____
Landlord's Telephone Number

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Three-Day Notice, of which this is a true copy, on the above-mentioned Tenant(s) in Possession in the manner indicated below:

____ On _____20___, I handed the notice to the tenant.

____ I handed the Notice to a person of suitable age and discretion at the

tenant's residence/business on _____20_____.

____ I posted the Notice in a conspicuous place at the tenant's residence

on _____ 20____.

____ I sent by mail a true copy of the Notice to the tenant at his place of

Residence on _____20____.

Executed on _____20_____.

_____

Signature of Landlord/Property Manager

(circle one)

FORM 2 — NOTICE FROM LANDLORD TO TENANT — NOTICE OF NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT

7-Day Notice With Cure

Violations of a rental agreement which may entitle the Landlord to send this Notice include, the material failure of Tenant to comply with its statutory obligations to maintain the dwelling unit under Florida Statute 83.52 or material provisions of the rental agreement (other than the failure to pay rent), or reasonable rules and regulations. For the notice necessary to terminate the rental agreement under circumstances where the Tenant must be given the opportunity to remedy the violation, see Florida Statutes 83.56(2)(b). This type of eviction must be filed by the owners or an attorney for the owner only. Corporate owners must be represented by an attorney. FS 83.56(2)(a).

7-Day Notice Without Cure

Under some situations, such as the tenant's intentional destruction of property of the landlord or other tenants, the landlord may be able to terminate the rental agreement without giving the tenant an opportunity to remedy the violation. For the notice necessary to terminate the rental agreement under these circumstances, see Florida Statute 83.56(2)(a). This type of eviction must be filed by the owners or an attorney for the owner only. Corporate owners must be represented by an attorney. Please review applicable case law and/or consult a qualified attorney for more information regarding Attorney Requirements for Corporate Owners.

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

This written notice must be delivered, and the seven-day time period must run, prior to any termination of the rental agreement or any lawsuit for eviction.

SOURCE: Sections 83.52 and 83.56, 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.

SEVEN DAY NOTICE (With Cure)

To: _____
Tenant's Full Name

_____
Tenant's Address

_____
Tenant's City, State, ZIP

From: _____

Date: _____

You are hereby notified that you have violated the terms of your lease or rental agreement by (cite the noncompliance):

_____

_____

_____,

on the following described property:

_____

_____, Florida.
(Insert address of leased premises, including city, state, ZIP, and county.)

Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease or rental agreement shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct in a similar nature is repeated within 12 months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

_____
Landlord's Signature

_____
Landlord's Address

_____
Landlord's Telephone Number

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Seven-day Notice with Cure, of which this is a true copy, on the above-mentioned Tenant(s) in Possession in the manner indicated below:

____ On _____20___, I handed the notice to the tenant.

____ I handed the Notice to a person of suitable age and discretion at the

tenant's residence/business on _____20_____.

____ I posted the Notice in a conspicuous place at the tenant's residence on _____, 20____.

____ I sent by mail a true copy of the Notice to the tenant at his place of Residence on _____, 20____.

Executed on _____, 20_____.

_____

Signature of Landlord/Property Manager

(circle one)

SEVEN DAY NOTICE DEMAND FOR POSSESSION (Without Cure)

To: _____
Tenant's Full Name

_____
Tenant's Address

_____
Tenant's City, State, ZIP

From: _____

Date: _____

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

This action is taken because.

_____
_____
_____
_____
_____

(insert noncompliance, default, or violation)

_____
Landlord's Signature

_____
Landlord's Address

_____
Landlord's Telephone Number

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Seven-day Notice without Cure, of which this is a true copy, on the above-mentioned Tenant(s) in Possession in the manner indicated below:

____ On _____20___, I handed the notice to the tenant.

____ I handed the Notice to a person of suitable age and discretion at the

tenant's residence/business on _____20_____.

____ I posted the Notice in a conspicuous place at the tenant's residence on _____, 20____.

____ I sent by mail a true copy of the Notice to the tenant at his place of residence on _____, 20____.

Executed on _____, 20_____.

_____

Signature of Landlord/Property Manager

(circle one)

FORM 3 — FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

15 Day Notice For Possession of Premises

Florida Statute 83.57 Termination of Tenancy Without Specific Term.

If the landlord has **no written lease** and wants possession of his property and it is not for any of the above reasons and the rent is paid on a month-to-month basis; he may give the tenant a fifteen-day notice to vacate the premises. The notice would state that the rental agreement is terminated and that no further rent will be accepted. This notice should be given fifteen days **prior to the rent next being due**. If the tenant does not vacate, the landlord files his complaint for eviction. If a written lease agreement has been entered into, this section does not apply. This type of eviction may be filed by the owner or an attorney for the owner only. Corporate owners **must** be represented by an attorney. Please review applicable case law and/or consult a qualified attorney for more information regarding Attorney Requirements for Corporate Owners.

This packet does not contain notices for every situation. You are acting as your own attorney. The clerk's office cannot give you legal advice. Use this packet at your own discretion.

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

FIFTEEN DAY NOTICE FOR POSSESSION OF PREMISES

To: _____

Tenant's name

_____

Address

_____

City, State, Zip Code

YOU ARE HEREBY NOTIFIED that your tenancy of the premises described as:

_____

located in Santa Rosa County, Florida (insert address of the premises)

Is hereby **terminated** as of _____, 20____, pursuant to Section 83.57 Florida Statutes, and you are to vacate the premises on said date.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Dated this _____day of _____, 20_____.

_____

Landlord's Signature

_____

Landlord's Address

_____

Landlord's Telephone Number

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Fifteen-day notice for possession of property, of which this is a true copy, on the above-mentioned Tenant(s) in Possession in the manner indicated below:

____ On _____, 20___, I handed the notice to the tenant.

____ I handed the Notice to a person of suitable age and discretion at the tenant's residence/business on _____, 20_____.

____ I posted the Notice in a conspicuous place at the tenant's residence on _____, 20____.

____ I sent by mail a true copy of the Notice to the tenant at his place of residence on _____, 20____.

Executed on _____, 20_____.

_____

Signature of Landlord/Property Manager

(circle one)

FORM 4— 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.

_____
_____
_____

VIII. 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

FORM 5– COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR NON-PAYMENT OF RENT

For Use When a Three-Day Notice was served/posted to tenants

Form 5 should be used if only eviction of the Tenant is sought. See Fla. R. Civ. Proc. 1.947 (2010).

Form 5A should be used to evict the Tenant and recover back rent and damages.

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

v.

CASE NO: _____
DIVISION: _____

_____
_____
Defendant(s)

COMPLAINT FOR EVICTION – NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:

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

2. Plaintiff(s) owns the following described real property in said county:
_____
_____.

3. Defendant(s) has possession of the property under a written/oral *(circle one)* agreement to pay rent of $_____, payable _____ (weekly, monthly, etc.). (A copy of the lease, if written, is attached.)

4. Defendant(s) failed to pay rent due on the _____ day of _____, 20____, (and subsequent thereto), and there is now due and owing from the Defendant to the Plaintiff rent of $_____, late/other charges of $_____, plus court costs of $_____.

5. Plaintiff(s) served Defendant(s) with a notice on the _____ day of _____, 20_____, to pay the rent or deliver possession, but the Defendant refuses to do either, and Plaintiff has elected to terminate the rental agreement. A true and correct copy of notice is attached.

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

_____
Plaintiff (Owner or Authorized Agent)

_____
_____
Street Address
_____
City/State/ZIP

FORM 5A

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO PAY RENT AND TO RECOVER PAST DUE RENT

Form 5A should be used to evict tenants from the rental property and recover damages for past due rent.

Form 5 should be used to when the landlord is seeking to evict the tenant from the rental property and does not wish to recover damages for past due rent.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE 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)

COMPLAINT FOR EVICTION AND DAMAGES – NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:

COUNT I - POSSESSION

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

2. Plaintiff(s) owns the following described real property in said county:

_____

_____

3. Defendant(s) has possession of the property under a written/oral *(circle one)* agreement to pay rent of $_____, payable _____ (weekly, monthly, etc.). (A copy of the lease, if written, is attached.)

4. Defendant(s) failed to pay rent due on the _____ day of _____, 20____, (and subsequent thereto), and there is now due and owing from the Defendant to the Plaintiff rent of $_____, late/other charges of $_____, plus court costs of $_____.

5. Plaintiff(s) served Defendant(s) with a notice on the _____ day of _____, 20_____, to pay the rent or deliver possession, but the Defendant refuses to do either, and Plaintiff has elected to terminate the rental agreement. A true and correct copy of notice is attached.

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

COUNT II - DAMAGES (PAST DUE RENT)

6. This is an action for damages that do not exceed $50,000.00

7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.

8. Defendant(s) owes Plaintiff $_____ that is due with interest since _____, 20_____.

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

COUNT III - DAMAGES (PROPERTY DAMAGE)

9. This is an action for damages that do not exceed $ 50,000.00

10. Plaintiff restates those allegations contained in paragraphs 1 through 8 above.

11. Defendant(s) has damaged the Plaintiff's property by destroying certain personal property and other fixtures located on the rental property.

12. Defendant(s) owes Plaintiff $_____ for damages to above-described property which is in excess of $_____ damage deposit.

WHEREFORE, Plaintiff demands Judgment for possession of the property against Defendant(s) plus judgment for rent, damages, and costs. Plaintiff also prays that this Court will grant reasonable attorney fees if the services of an attorney have been required to represent him in this matter.

_____
Plaintiff (Owner) Signature

_____
Street Address

_____
City/State/ZIP

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN NONPAYMENT OF RENT)

FORM 6 should be used for eviction of Tenants if the Tenant's default is something other than failure to pay rent.

For use when the below notice(s) were served/posted on the tenants:
Seven Day Notice (With Cure)
Seven Day Notice Demand For Possession (Without Cure)
Fifteen Day Notice For Possession of Premises

FORM 6A should be used to evict the Tenant and recover back rent and damages.

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)

COMPLAINT FOR EVICTION – OTHER THAN NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:
COUNT I - POSSESSION

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

2. Plaintiff(s) owns the following described real property in said county:
   _____.

3. Defendant(s) has possession of the property under a written/oral *(circle one) agreement* to pay rent of $_____, payable _____ (weekly, monthly, etc.). (A copy if the lease, if written, is attached.)

4. Plaintiff served the Defendant a _____ day notice on _____, 20____, to deliver possession for the following reason(s):
   _____A. Termination of tenancy at will.
   _____B. Non-compliance with rental agreement without right to cure. *F.S. 83.56(2)(a)*
   _____C. Non-compliance with rental agreement with right to cure. F.S. *83.56(2)(b)*

If you checked B or C, state the non-compliance:

_____
_____
_____
_____
_____

A true and correct copy of the notice is attached.

5. There is now due and owing from the Defendant to Plaintiff, rent of $_____, late/other charges of $_____, rent accruing in the amount of $_____, plus court costs of $_____.

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

_____
Plaintiff (Owner or Authorized Agent)

_____
_____
Street Address

_____
City/State/ZIP

COMPLAINT FOR LANDLORD TO EVICT TENANTS FOR FAILURE TO COMPLY WITH RENTAL AGREEMENT (OTHER THAN NONPAYMENT OF RENT)

FORM 6A should be used to evict the Tenant and recover back rent and damages.

For use when the below notice(s) were served/posted on the tenants:
Seven Day Notice (With Cure)
Seven Day Notice Demand For Possession (Without Cure)
Fifteen Day Notice For Possession of Premises

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)

COMPLAINT FOR EVICTION AND DAMAGES – OTHER THAN NONPAYMENT OF RENT

Plaintiff(s) sues the Defendant(s) and alleges:
COUNT I - POSSESSION

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

2. Plaintiff(s) owns the following described real property in said county:
_____
_____.

3. Defendant(s) has possession of the property under a written/oral *(circle one) agreement* to pay rent of $_____, payable _____ (weekly, monthly, etc.). (A copy if the lease, if written, is attached.)

4. Plaintiff served the Defendant a _____ day notice on _____, 20____, to deliver possession for the following reason(s):
   _____A. Termination of tenancy at will.
   _____B. Non-compliance with rental agreement without right to cure. *F.S. 83.56(2)(a)*
   _____C. Non-compliance with rental agreement with right to cure. F.S. *83.56(2)(b)*

   If you checked B or C, state the non-compliance:
_____
_____
_____
_____

   A true and correct copy of the notice is attached.

5. There is now due and owing from the Defendant to Plaintiff, rent of $_____, late/other charges of $_____, rent accruing in the amount of $_____, plus court costs of $_____.

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

COUNT II - DAMAGES (PAST DUE RENT)

6. This is an action for damages that do not exceed $50,000.00

7. Plaintiff restates those allegations contained in paragraphs 1 through 5 above.

8. Defendant(s) owes Plaintiff $_____ that is due with interest since _____, 20_____.

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

COUNT III - DAMAGES (PROPERTY DAMAGE)

9. This is an action for damages that do not exceed $50,000.00.

10. Plaintiff restates those allegations contained in paragraphs 1 through 8 above.

11. Defendant(s) has damaged the Plaintiff's property by destroying certain personal property and other fixtures located on the rental property.

12. Defendant(s) owes Plaintiff $_____ for damages to above-described property which is in excess of $_____ damage deposit.

WHEREFORE, Plaintiff demands Judgment for possession of the property against Defendant(s) plus judgment for rent, damages, and costs. Plaintiff also prays that this Court will grant reasonable attorney fees if the services of an attorney have been required to represent him in this matter.

_____
Plaintiff (Owner) Signature

_____
Street Address

_____
City/State/ZIP

FORM 7 — 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.

STATE OF FLORIDA
IN THE COUNTY COURT OF THE 1st JUDICIAL CIRCUIT
IN AND FOR SANTA ROSA COUNTY FLORIDA

_____
Plaintiff

CASE NO: _____

vs.

_____
_____
Defendant(s)

TO: _____
_____
_____

EVICTION SUMMONS/RESIDENTIAL 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.

FORM 8 — 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.

STATE OF FLORIDA
IN THE COUNTY COURT OF THE 1st JUDICIAL CIRCUIT
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 to 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. _____

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

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
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 Division

4025 Avalon Blvd.

Milton, FL 32583

FORM 9 — NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT

A Landlord must return a Tenant's security deposit, together with interest if otherwise required, to the Tenant no more than 15 days after the Tenant leaves the leased property. The Landlord may claim all or a portion of the security deposit only after giving the Tenant written notice, by certified mail to the Tenant's last known mailing address, of the Landlord's intention to keep the deposit and the reason for keeping it. The Landlord's notice must be sent within 30 days of the date Tenant vacates the leased property. If the Landlord does not send the notice within the 30-day period, the Landlord cannot keep the security deposit. If the Tenant does not object to the notice within 15 days after receipt of the Landlord's notice of intention to impose a claim on the deposit, the Landlord may then keep the amount stated in the notice and must send the rest of the deposit to the Tenant within 30 days after the date of the notice.

SOURCE: Section 83.49(3), 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.

To: _____
Tenant's Name

_____

_____

Address: _____
From: _____

Date: _____

NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT

This is a notice of my intention to impose a claim for damages in the amount of $_____ [insert amount of damages] upon your security deposit due to

_____

_____

_____

_____

_____

[insert damage done to premises or other reason for claiming security deposit]

This notice is sent to you as required by section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to the deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to

_____

_____

_____

_____

[insert Landlord's name and address].

_____
Signature

_____
Name of Landlord/ Property Manager (circle one)

_____
Address

_____
City, State, Zip Code

(_____) _____
Phone Number

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served a notice of my intention to impose a claim for damages on the security deposit, of which this is a true copy, on the above-mentioned Tenant(s) previously in Possession in the manner indicated below:

____ On _____20___, I sent by certified mail to the tenant(s) last known mailing address.

Executed on _____20_____.

_____

Signature of Landlord/Property Manager

(circle one)

FORM 10— MOTION FOR CLERK'S DEFAULT— RESIDENTIAL EVICTION
FORM 11— MOTION FOR CLERK'S DEFAULT— DAMAGES (RESIDENTIAL EVICTION)
FORM 12— MOTION FOR JUDICAL DEFAULT AS TO COUNT II DAMAGES CLAIM

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 – RESIDENTIAL 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 residential eviction.

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

DEFAULT - RESIDENTIAL EVICTION

A default is entered in this action against the Defendant for residential 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 CLERK'S DEFAULT –DAMAGES

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

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 (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

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

JUDICIAL DEFAULT

A default is entered in this action against the defendant(s) named in the foregoing motion for failure to serve or file any paper as required by law , as to count II for damages claim.
Dated this _____day of _____, 20_____.

BY:_____
COUNTY JUDGE

FORM 13— MOTION FOR DEFAULT FINAL JUDGMENT — RESIDENTIAL EVICTION

Upon successful service on the tenant(s) , after the time frame for response by the tenant(s) has expired the landlord must file this form to move the eviction process forward toward completion.

FORM 14 — MOTION FOR DEFAULT FINAL JUDGMENT — DAMAGES (RESIDENTIAL EVICTION)

Upon successful service on the tenant(s) , after the time frame for response by the tenant(s) has expired the landlord must file this form to move the eviction process forward toward completion.

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)

MOTION FOR DEFAULT FINAL
JUDGMENT OF POSSESSION- RESIDENTIAL 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 damages.

1. Plaintiff filed a Complaint alleging grounds for residential 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 Residential Eviction against Defendant_____
whose address is: _____
and to put Plaintiff into possession of the property thereof for which let execution issue.

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 DEFAULT FINAL
JUDGMENT – DAMAGES -RESIDENTIAL 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 residential 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

FORM 15— AFFIDAVIT OF DAMAGES
FORM 16— 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. Form 13 should be used to obtain a clerk's default when the tenant has failed to respond to an eviction complaint and Form 14 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, Form 15, 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 – Residential Eviction (Form 12) and/or a Motion for Default Final Judgment – Damages (Residential Eviction) (Form 13) with an Affidavit of Damages (Form 15). If the landlord is seeking a Default Final Judgment – Damages (Residential Eviction), 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.

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: _____

FORM 17 — FINAL JUDGMENT — EVICTION

After the Court enters this judgment, you should obtain a certified copy of the judgment from the Clerk of the Court and record the certified copy in the public records in any county in which the Tenant owns real property. The Clerk of the Small Claims Court can probably provide you with information concerning the collection of the amounts owed you.

FORM 18 — FINAL JUDGMENT — DAMAGES

A judgment for money (if properly recorded) is a lien upon the real or personal property of the person against whom the judgment is entered for a period of ten years. The lien may then be extended for an additional period of ten years by re-recording a certified copy of the judgment prior to the expiration of the lien, and by simultaneously recording an affidavit with the current address who has a lien because of the judgment. The lien may not be extended beyond twenty years from the date of entry of the judgment, or beyond the point the lien is satisfied, whichever occurs first.

SOURCE: Sections 55.081 and 55.10, Florida Statutes (2009)

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

SUBMIT ALL PROPOSED JUDGMENTS TO CLERK'S OFFICE

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

_____
Plaintiff

CASE NO: _____

vs.

_____
_____
Defendant(s)

Final Judgment - Eviction

THIS ACTION came before the Court upon Plaintiff's Complaint for Eviction. On the evidence presented, it is

ADJUDGED that Plaintiff, _____, [insert Landlord's name] recover from Defendant, _____, [insert Tenant's name] possession of the real property described as follows:

_____
_____
_____
_____

[insert legal or street description of rental premises including, if applicable, unit number] and $_____ as court costs, FOR WHICH LET WRITS OF POSSESSION AND EXECUTION NOW ISSUE.

ORDERED on _____.

_____
County Judge

CC:_____
Name of Landlord

_____
Name of Tenant(s)

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

_____
Plaintiff

CASE NO: _____

vs.

_____

_____
Defendant(s)

Final Judgment - Damages

THIS ACTION came before the Court upon Plaintiff's Complaint for unpaid rent. On the evidence presented, it is ADJUDGED that Plaintiff,

_____
[insert Landlord's name] whose principal address is

_____
[insert Landlord's address],
recover from Defendant,_____
[insert Tenant's name] ,
whose address is _____
[insert Tenant's address],
the sum of $_____ with costs in the sum of $_____, making a total of $_____, that shall bear interest at the legal rate established pursuant to section 55.03, Florida Statutes,
FOR WHICH LET EXECUTION NOW ISSUE.
ORDERED in MILTON,FLORIDA IN SANTA ROSA COUNTY, FLORIDA on _____, 20___.

_____
(County/Circuit) Judge

cc:_____
[insert name of Landlord]

_____
[insert name of Tenant]

FORM 18 — 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**
- **AFTER FINAL JUDGMENT FOR POSSESSION IS ENTERED, SUBMIT PROPOSED WRIT OF POSSESSION TO CLERK**

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)

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: _____

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 EVICTION

COMES NOW Plaintiff_____, and hereby files this Notice of Voluntary Dismissal of 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:_____

FORM 19 - 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.

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE 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)

MOTION FOR _____
[insert appropriate title based on request]

Plaintiff prays this Honorable Court,

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

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

Introduction to Case Management Order

The following Santa Rosa County Administrative Order took effect in 2021 and Amended for 2024-2025. 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.

A **Notice of Final Service** should be filed with the clerk once returns of successful service have been received for ALL Defendants in the case. The clerk will require a return of successful service for each defendant as well as this Notice of Final Service.

For further information please review the Florida Rules of Civil Procedure or contact the Program Coordinator at 850-595-7853.

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 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

IN 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
Address: _____
_____
Phone: _____
Fax: _____
E-Mail: _____
Fla Bar #: _____

Defendant's Counsel
Address: _____
_____
Phone: _____
Fax: _____
E-Mail: _____
Fla Bar #: _____

Plaintiff (if unrepresented)
Address: _____
Phone: _____

Defendant (if unrepresented)
Address: _____
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		
Deadline for service under extensions: 180 days after the complaint is filed		
Deadline for addition of new parties: 210 days after the complaint is filed		
Deadline to complete fact discovery: 420 days after the complaint is filed	Plaintiff(s):	
	Defendant(s):	
Deadline to complete expert discovery: 450 days after the complaint is filed	Plaintiff(s):	
	Defendant(s):	

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	_____
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.)	

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		
Deadline for service under extensions: 150 days after the complaint is filed		
Deadline for addition of new parties: 180 days after the complaint is filed		
Deadline to complete fact discovery: 240 days after the complaint is filed	Plaintiff(s):	
	Defendant(s):	
Deadline to complete expert discovery: 270 days after the complaint is filed	Plaintiff(s):	
	Defendant(s):	
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	_____
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.)	_____

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: