

## Preparing to Evict a Tenant?

Eviction is a lawsuit in which a landlord requests the court to order removal of the tenant from the property, and returning possession of the property to the landlord. Landlord may also be able to sue the tenant for unpaid rent or damage to the rental unit.

### Review all lease provision to determine:

- violations of the rental agreement.
- Amount of unpaid rent.
- Number of Days that the tenant has stayed in the rental unit beyond the end of the lease.

### Also Remember to:

- Keep receipts regarding cleanup and repairs costs of the rental unit.
- Take photographs of the damage.
- Obtain estimates concerning the repair of the damage
- Obtain a list of witnesses who have knowledge of the incident.
- Obtain written statements or recorded statements from potential witnesses.
- Obtain a copy of the police report.

## Common Reasons to Evict

Landlord's most commonly begin an eviction case in court because the Tenant:

1. Fails to pay rent, or pay rent on time
2. A Material noncompliance of lease or law such as:
  - Commits a violent act endangering people or property
  - Fails to keep premises clean & sanitary.
  - Unauthorized guest, pet, or vehicle.
  - disturbs neighbors or breaches peace.
  - Destruction of property
  - Unreasonable disturbance
  - Parking in unauthorized manner

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\_\_\_\_\_  
Your Case Number

## Service of Court Documents

Initial Court documents must be served on the tenant by a certified processor. Once served, the tenant has 5 business days (excluding weekends, holidays, and date of service) to file a response with the court and to deposit unpaid rent into the court registry.



## Final Judgment of Eviction

After the tenant's time to answer expires, the court will either enter a Final Judgment of Eviction or the court will set a hearing in the case.

\_\_\_\_\_  
Final Judgment Date

\_\_\_\_\_  
Hearing Date/Time



## Writ of Possession

After the Final Judgment is entered by the court, the clerk will issue a Writ of Possession to the Sheriff's office. The deputy will post a 24-Hour notice on the property, before returning to execute the writ of possession. A deputy will contact you by phone to arrange a date and time to meet at the property.

\_\_\_\_\_  
Deputy Name

\_\_\_\_\_  
Date/Time

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Florida

# Residential Eviction Guide

## Florida eviction procedures are governed by Florida Statutes Chapter 83.

Landlords must follow the procedures contained within these statutes when evicting a tenant for not paying rent on time or for violating a portion of the lease or rental agreement.

Attempting to evict a tenant by extra-legal means such as changing locks, turning off utilities, or other similar acts is illegal and may subject the landlord to civil damages to the tenant.

*This brochure is designed for general information only. The information on this and the reverse page is not intended to replace individual legal advice from a licensed attorney. The information presented here should not be construed to be formal legal advice nor the formation of a lawyer/client relationship.*

LAW OFFICE of  
**CHRISTOPHE FIORI, PLLC**

1211 N Westshore Blvd Suite 102

Tampa, Florida 33607

Tel: 813.333.1660

[chrisfiori.com](http://chrisfiori.com)

find answers to common questions, forms, and helpful links.



## Entering the Premises

Landlord may enter with premises with reasonable notice to the tenant for purpose of:

- Inspect premises,
- Make repairs, decorating, altering, improving premises,
- Performing/supplying agreed services,
- Showing premises to prospective purchaser, tenant, contractor.

For purposes of repairs or maintenance, after reasonable notice (at least 12 hours before entry) and reasonable time (between 7:30 a.m. and 8:00 p.m.).

**See Florida Statute 83.53 for full details of this law, the above is only a selective summary.**

## Tenant Deposit

- Within 30 days landlord must tell tenant where deposit is being held.
- Tenant is entitled to any earned interest.
- After tenant moves out, the landlord must return deposit within 15 days, or give tenant notice within 30 days of damage and intent to keep deposit.

**See Florida Statute 83.49 for full details of this law, the above is only a selective summary.**

## Tenant's Obligation

- Keep the home clean and sanitary.
- Paying rent money after filing an eviction.
- Keep plumbing fixtures clean and in repair.
- Use all electrical, plumbing, heating, sanitary, ventilating and air conditioning and other facilities and appliances in a "reasonable" manner.
- Not destroy, damage or remove any part of the landlord's property.
- Make sure family and guests do not unreasonably disturb the neighbors and "breach the peace."

**See Florida Statute 83.52 for full details of this law, the above is only a selective summary.**

## Prohibited Practices

Florida law does not allow a landlord to force a tenant out by:

- Shutting off utilities or interrupt service, even if that service is under the control of or the landlord makes payment.
- Change locks or use a device that denies the tenant access to the property.
- Remove the tenant's personal property from the dwelling unless after surrender, abandonment, recovery of possession due to death of last remaining tenant, or lawful eviction.
- Remove outside doors, locks, roof, walls or windows (except for maintenance).

These actions known as "self-help eviction" could result in the tenant filing an action against the landlord.

**See Florida Statute 83.67 for full details of this law, the above is only a selective summary.**

## Notice Before Filing Eviction

In some instances the tenant must be given an opportunity to cure a non-compliance.

Before an eviction can be filed in court, the landlord must post proper notice. The Notice must be in writing, and either be hand-delivered, posted, or mailed, even if the rental agreement is oral.

- **3 Day Notice** If the tenant fails to pay rent according to terms of the rental agreement. FS 83.56(3)
- **7 Day Notice** If the tenant has materially breached the written rental agreement or law. FS 83.56(2)
- **15 Day Notice** If the Tenant is on a month-to-month rental agreement, and the Landlord wants to terminate the tenancy. FS 83.56 (1)

**See Florida Statute for full details of this law, the above is only a selective summary.**

## Proper Notice

In most cases, prior to filing an eviction it is necessary for the landlord to deliver to the tenant a written notice. Below are some key areas of a notice that if incorrect could result in dismissal of your case.

### Avoid a Defective Notice

**Address:** the address on the notice must be correct. A full and complete address is necessary, including unit #, left or right side, upstairs or downstairs, street, road, drive etc. The address on the notice and lease must match.

**Dates:** Three full business days, excluding the day you served the notice, weekends, legal holidays. The Certificate of Service must be filled out completely and signed.

**Amounts:** Only the past due undisputed amount of rent should be on the Notice. If there are any other charges on the notice they must be considered "additional rent" on a valid written lease agreement.

**Names:** All adult occupants should be listed on the Notice, including those who are on the current lease but may have moved out and those who are not on the lease but have established tenancy. Correct spelling and the full names are necessary. The names on the notice and lease must match.

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