

Eviction Law Update Outline

Thomas D. Oates

Attorney's Fees - § 83.48

- Can't waive the right to fees for a prevailing party in a breach of lease.
- Makes it clear that the fees provision doesn't extend to personal injury premises liability claims.

Security Deposits - § 83.49

- Security deposit notice in lease or within 30 days from receipt of deposits. This does not apply to landlords owning fewer than 5 individual dwelling units.
 - Notice requires name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law, and state whether the tenant is entitled to interest on the deposit.
 - Must also include statutory disclosure paragraph. See § 83.49(2)

Include this in your form residential lease agreement:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Making a Claim on a Security Deposit - §83.49(3)(a)

- Requires the statutory notice by certified mail / last known address
- 15 days to return the deposit without imposition of any claim.
- 30 days to send certified mail to last known address making claims.
- **NEW** - Failure to make a timely claim results in a forfeiture of the right to impose a claim on the deposit and no right of setoff.
- Does not act as a waiver of damages claims. May still file an action for damages after return of the deposit.
- Tenant's failure to make timely objection does not bar separate action.

Transfer of Deposits on Sale or Other Conveyance - § 83.49(7)

- **NEW** rebuttable presumption that new owner or agent received the security deposit; limited to one month's rent.
- Statute still says that deposits "shall" be transferred. If new owner is unable to rebut the presumption, they may be held liable for deposits in excess of deposits actually received.

Landlord's obligation to maintain premises - §83.51(b)

- The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement, unless modified in the lease.

Termination by Notice of Non-Compliance - §83.56

- For a noncompliance that the tenant should be given an opportunity to cure it, statute no longer requires an additional notice within twelve (12) months. Therefore a seven day notice to cure a material non-compliance might be the final warning before eviction.
- Statutory form language has changed:

Update your written notice of non-compliance as follows:

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

- The notice requirements may not be waived in the lease.

Waiver Upon Acceptance of Rent During a Material Non-Compliance - §83.56(5)(a)

- Now there is a statutory non-waiver provision that upon acceptance of rent does not waive a material non-compliance of the lease.
- Applies to breaches for non-payment provided you comply with the following:
 1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
 2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; **or**
 3. Post a new 3-day notice reflecting the new amount due.

Notice of Termination Provisions - §83.575

- If the lease requires a tenant to give notice prior to moving out, it is only enforceable if the same rule/notice applies to the landlord.
- The notice period cannot exceed 60 days.

Defense Based Upon a Defective Notice - §83.60

- “The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.” §83.60(1)(a)
- Any defense other than payment, including a defective notice, requires the alleged unpaid rent to be deposited into the court registry. §83.60(2)

Appendix

Chapter 2013-136, Laws of Florida (Legislative Changes)

Forms

Residential Rental Application
Notice of Termination - Residential - Non-compliance - 83.56(b)
Notice of Termination Without Specific Term 83.57
Three Day Notice - Residential - FDCPA
Summons Residential 5/20
Complaint - Written Lease - Nonpayment
Motion for Clerk's Default & Default
Default Package - Cover letter
Default Package - Motion for Court Default
Default Package - Affidavit of Non-Military Service
Default Package - Final Judgment of Eviction by Default
Default Package - Writ of Possession
Notice of intent to impose claim on security deposit

CHAPTER 2013-136

Committee Substitute for House Bill No. 77

An act relating to landlords and tenants; amending s. 83.42, F.S.; revising exclusions from applicability of the Florida Residential Landlord and Tenant Act; amending s. 83.48, F.S.; providing that the right to attorney fees may not be waived in a lease agreement; providing that attorney fees may not be awarded in a claim for personal injury damages based on a breach of duty of premises maintenance; amending s. 83.49, F.S.; revising and providing landlord disclosure requirements with respect to security deposits and advance rent; providing requirements for the disbursement of advance rents; providing a limited rebuttable presumption of receipt of security deposits; providing for applicability of changes made by the act to certain disclosure requirements; amending s. 83.50, F.S.; removing certain landlord disclosure requirements relating to fire protection; amending s. 83.51, F.S.; revising a landlord's obligation to maintain a premises with respect to screens; amending s. 83.54, F.S.; providing that enforcement of a right or duty under the Florida Residential Landlord and Tenant Act by civil action does not preclude prosecution of a criminal offense; amending s. 83.56, F.S.; revising procedures for the termination of a rental agreement by a landlord; revising notice procedures; providing that a landlord does not waive the right to terminate the rental agreement or to bring a civil action for noncompliance by accepting partial rent, subject to certain notice; requiring a landlord to follow specified procedures if the landlord accepts partial rent after posting the notice of nonpayment; providing that the period to institute an action before an exemption involving rent subsidies is waived begins upon actual knowledge; amending s. 83.575, F.S.; revising requirements for the termination of a tenancy having a specific duration to provide for reciprocal notice provisions in rental agreements; amending ss. 83.58 and 83.59, F.S.; conforming cross-references; amending s. 83.60, F.S.; providing that a landlord must be given an opportunity to cure a deficiency in any notice or pleadings before dismissal of an eviction action; making technical changes; amending s. 83.62, F.S.; revising procedures for the restoration of possession to a landlord to provide that weekends and holidays do not stay the applicable notice period; amending s. 83.63, F.S.; conforming a cross-reference; amending s. 83.64, F.S.; providing examples of conduct for which the landlord may not retaliate; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 83.42, Florida Statutes, is amended to read:

83.42 Exclusions from application of part.—This part does not apply to:

(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in

which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.

Section 2. Section 83.48, Florida Statutes, is amended to read:

83.48 Attorney Attorney's fees.—In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs, including attorney's fees, from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

Section 3. Subsections (2), (3), and (7) of section 83.49, Florida Statutes, are amended to read:

83.49 Deposit money or advance rent; duty of landlord and tenant.—

~~(2) The landlord shall, in the lease agreement or within 30 days after of receipt of advance rent or a security deposit, give written notice to notify the tenant which includes disclosure of in writing of the manner in which the landlord is holding the advance rent or security deposit and the rate of interest, if any, which the tenant is to receive and the time of interest payments to the tenant. Such written notice shall:~~

~~(a) Be given in person or by mail to the tenant.~~

~~(b) State the name and address of the depository where the advance rent or security deposit is being held, whether the advance rent or security deposit is being held in a separate account for the benefit of the tenant or is commingled with other funds of the landlord, and, if commingled, whether such funds are deposited in an interest-bearing account in a Florida banking institution.~~

~~(c) Include a copy of the provisions of subsection (3). Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must shall notify the tenant within 30 days after of the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution according to the provisions herein set forth. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give provide this notice is shall not be a defense to the payment of rent when due. The written notice must:~~

~~(a) Be given in person or by mail to the tenant.~~

~~(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.~~

(c) State whether the tenant is entitled to interest on the deposit.

(d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of upon your security deposit, due to It is sent to you as

required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this 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 ...(landlord's address)....

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, ~~constitutes shall constitute~~ compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent as stated herein, and upon transmittal of a written receipt therefor, the transferor ~~is shall be~~ free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not ~~However, nothing herein~~

shall excuse the landlord or agent for a violation of other the provisions of this section while in possession of such deposits.

Section 4. The Legislature recognizes that landlords may have stocks of preprinted lease forms that comply with the notice requirements of current law. Accordingly, for leases entered into on or before December 31, 2013, a landlord may give notice that contains the disclosure required in the changes made by this act to s. 83.49, Florida Statutes, or the former notice required in s. 83.49, Florida Statutes 2012. In any event, the disclosure required by this act is only required for all leases entered into under this part on or after January 1, 2014.

Section 5. Section 83.50, Florida Statutes, is amended to read:

83.50 Disclosure of landlord's address.—

(1) In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

~~(2) The landlord or the landlord's authorized representative, upon completion of construction of a building exceeding three stories in height and containing dwelling units, shall disclose to the tenants initially moving into the building the availability or lack of availability of fire protection.~~

Section 6. Subsection (1) and paragraph (a) of subsection (2) of section 83.51, Florida Statutes, are amended to read:

83.51 Landlord's obligation to maintain premises.—

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, ~~screens~~, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement. However,

The landlord ~~is shall~~ not be required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord ~~is shall~~ not be liable for damages but shall abate the rent. The tenant ~~must shall be required to~~ temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

Section 7. Section 83.54, Florida Statutes, is amended to read:

83.54 Enforcement of rights and duties; civil action; criminal offenses. Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.

Section 8. Subsections (2) through (5) of section 83.56, Florida Statutes, are amended to read:

83.56 Termination of rental agreement.—

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or

continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be ~~adequate if it is~~ in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because ...(cite the noncompliance)....

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part ~~act~~ such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be ~~adequate if it is~~ in substantially the following form:

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

(3) If the tenant fails to pay rent when due and the default continues for 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. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of dollars for the rent and use of the premises ...(address of leased premises, including county)..., Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of, ...(year)....

...(landlord's name, address and phone number)...

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;

2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or

3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must shall comply with the provisions in s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must shall enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

Section 9. Subsection (1) of section 83.575, Florida Statutes, is amended to read:

83.575 Termination of tenancy with specific duration.—

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the

rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord before vacating the premises.

Section 10. Section 83.58, Florida Statutes, is amended to read:

83.58 Remedies; tenant holding over.—If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59 ~~[F.S. 1973]~~. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

Section 11. Subsection (2) of section 83.59, Florida Statutes, is amended to read:

83.59 Right of action for possession.—

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011 ~~[F.S. 1971]~~, and the court shall advance the cause on the calendar.

Section 12. Section 83.60, Florida Statutes, is amended to read:

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

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1) ~~[F.S. 1973]~~, or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) ~~[F.S. 1973]~~ may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50(1), a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) ~~[F.S. 1973]~~ by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the

amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1) [F.S. 1973]. After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that ~~which~~ accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. ~~If in the event~~ a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are shall be required to deposit only that portion of the full rent for which they are the tenant is responsible pursuant to the federal, state, or local program in which they are participating.

Section 13. Subsection (1) of section 83.62, Florida Statutes, is amended to read:

83.62 Restoration of possession to landlord.—

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.

Section 14. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3) [F.S. 1973].

Section 15. Subsection (1) of section 83.64, Florida Statutes, is amended to read:

83.64 Retaliatory conduct.—

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenants' organization;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1); ~~or~~

(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;

(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

Section 16. This act shall take effect July 1, 2013.

Approved by the Governor June 7, 2013.

Filed in Office Secretary of State June 7, 2013.

RENTAL APPLICATION
(separate application required for each person over 18 years of age)

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

DATE: _____

LESSEE: _____
Last, First Middle Initial Social Security No.

Drivers License No. and Issuing State Date of Birth

Phone: _____
Home Mobile Work Other

Present Home Address: _____
Street Apt. # City, State Zip

Present Landlord's Name & Phone: _____

How long have you lived there? _____

Previous Address: _____
Street Apt. # City, State Zip

How long did you live there? _____

Place of Employment: _____
Length of Employment

Address: _____

Phone: _____

Nearest relative: _____

Address: _____

Phone: _____

Relation: _____

This form provided by The Law Offices of Oates & Oates, P.A.
1500 East Atlantic Boulevard, Suite B, Pompano Beach, Florida 33060
Voice (954) 942-6500 | Fax (954) 942-8730
<http://www.pompanolaw.com>



Have you ever:

Been evicted? _____ yes; _____ no

Been arrested or convicted of a crime? _____ yes; _____ no

Been dishonorably discharged from military service? _____ yes; _____ no

Declared bankruptcy? _____ yes; _____ no

Been sued for a debt? _____ yes; _____ no

I represent to _____ that all of the above information is true and correct.

Lessee's Signature

AUTHORIZATION TO OBTAIN AND PROVIDE ACCOUNT INFORMATION

TO WHOM IT MAY CONCERN:

I have applied to lease certain premises and we authorize the lessors to obtain information concerning our credit, previous tenancies, criminal backgrounds and similar information. Please provide them with any information you may have concerning our bank accounts, utility accounts, charge accounts, rental accounts, and other accounts that we may have with you. The information may include past and present balances and payment records.

Thank you.

Date: _____

Signature of proposed lessee

Printed Name

This form provided by The Law Offices of Oates & Oates, P.A.
1500 East Atlantic Boulevard, Suite B, Pompano Beach, Florida 33060
Voice (954) 942-6500 | Fax (954) 942-8730
<http://www.pompanolaw.com>



**DELIVERED VIA FIRST CLASS MAIL
AND CERTIFIED MAIL RETURN RECEIPT REQUESTED**

To: [REDACTED] and/or Occupant(s)

NOTICE OF TERMINATION OF RESIDENTIAL TENANCY

This firm represents your landlord, [REDACTED].

You are hereby notified that the following noncompliance(s) exist:

Tenant has failed to [REDACTED]

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

This notice is intended to comply with the provisions of Fla. Stat. § 83.56(b) and acknowledgment of receipt of this notice is due immediately after receipt of it.

Date: **July 19, 2014.**

() posted or () hand delivered on this _____
day of July, 2014, by:

[signature]

[printed name]

By: LAW OFFICES OF OATES & OATES, P.A.
Attorney for Landlord
1500 East Atlantic Blvd, Suite B
Pompano Beach, Fl 33060
Telephone (954) 942-6500

By: _____
Thomas D. Oates, Esq.
Florida Bar No.: 721131

DELIVERED VIA HAND DELIVERY OR POSTING

To:

[REDACTED]

LIGHTHOUSE POINT, FL 33064

**NOTICE OF TERMINATION
OF RESIDENTIAL TENANCY WITHOUT SPECIFIC TERM**

This firm represents your landlord, [REDACTED].

Notice of termination is given such that the Lessor, [REDACTED], shall terminate the month-to-month tenancy of Lessee, [REDACTED], of the premises at [REDACTED], LIGHTHOUSE POINT, FL 33064.

Demand for possession of the premises is hereby made pursuant to this Notice of Termination such that the Lessee shall vacate and relinquish possession of the premises by **August 31, 2013**.

Failure to pay August 2013 rent may result in a separate notice and eviction. If you remain in possession of the premises after August 31, 2013, you will be considered a holdover tenant and shall be liable for twice the amount of the monthly rent.

This notice is intended to comply with the provisions of Fla. Stat. § 83.57 and acknowledgment of receipt of this notice is due immediately after receipt of it.

Date: **August 1, 2013**.

By: LAW OFFICES OF OATES & OATES, P.A.
Attorney for Landlord
1500 East Atlantic Blvd., Suite B
Pompano Beach, FL 33060
Telephone: (954) 942-6500

By: _____
Thomas D. Oates, Esq.
Florida Bar No.: 721131

OATES & OATES, P.A.
LAW OFFICES
1500 EAST ATLANTIC BOULEVARD, SUITE B
POMPANO BEACH, FL 33060
(954) 942-6500
FACSIMILE (954) 942-8730

DANIEL E. OATES
doates@pompanolaw.com

WWW.POMPANOLAW.COM

THOMAS D. OATES
toates@pompanolaw.com

THREE (3) DAY NOTICE TO PAY RENT OR DELIVER POSSESSION

VIA HAND DELIVERY/POSTING

To: [REDACTED] and/or Occupant(s)
[REDACTED]
FT. LAUDERDALE, FL 33308

This firm represents your landlord, [REDACTED].

You are hereby notified that you are indebted to your landlord in the sum of **\$1,540.00** for the rent and use of the premises, [REDACTED], FT. LAUDERDALE, FL 33308, now occupied by you and that I demand payment of the rent or possession of the premises* within 3 days (excluding date of service, Saturdays, Sundays and legal holidays) from the date of delivery of this notice.

Amounts Due:	
July Rent	\$500.00
August Rent	\$900.00
Late Fees	<u>\$140.00</u>
TOTAL DUE	\$1,540.00

This notice is given you pursuant to Section 83.56, Florida Statutes.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

() posted or () hand delivered on this By: LAW OFFICES OF OATES & OATES, P.A.
____ day of August 2014, by: *Attorney for Landlord*

[signature]

1500 East Atlantic Blvd, Suite B
Pompano Beach, Fl 33060
Telephone (954) 942-6500

[printed name]

By: _____
DANIEL E. OATES, ESQ.
Florida Bar No.: 233811

* Key and or rent may be delivered to landlord's attorney's office, address listed above.

FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C, SEC 1601

This communication from a debt collector, is an attempt to collect a debt and any information obtained will be used for that purpose. If you do not dispute the validity of this debt, or any portion thereof, within thirty days (30) days after you receive this notice, it will be assumed that such is a valid debt. If you notify this office in writing within said thirty day time period disputing any portion of the debt, we will provide you with verification of the debt and try to acquire any other information that you may request about this debt. Any written requests pursuant to this notice should be directed to the Law Offices of Oates & Oates, P.A.

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY FLORIDA

Defendant.

_____ /

EVICITION SUMMONS / RESIDENTIAL

TO:

PLEASE READ CAREFULLY

You are being sued by _____ to require you to move out of the place where you are living for the reasons given in the attached complaint.

You are entitled to a trial to determine whether you can be required to move, but a Judge may order you to move without a trial **unless you have done ALL of the things listed below. You must do them within 5 days** (not including Saturday, Sunday, or any legal holiday) after the date these 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) **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.** In addition, you must pay the Clerk's registry fee of 3% of the first \$500.00 deposit and 1.5% of each subsequent \$100.00. The Clerk will only accept cash, certified check or a money order or an attorney's trust account check, made payable to the Clerk of Courts.

(2) If you believe that the amount claimed in the complaint is incorrect, you should **file with the clerk** of the 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.**

(3) Write down the reason(s) why you think you should not be forced to move. (You still must deposit the rent in the court registry.) The written reason(s) must be given to the **Clerk of the Court at 1600 W. Hillsboro Blvd., Deerfield Beach, FL 33441**, within the time limit, and you must also mail or give a copy of your written reason(s) to the Plaintiff's attorney **Thomas D. Oates, Esq., Law Offices of Oates & Oates, P.A., 1500 E. Atlantic Blvd., Suite B, Pompano Beach, FL 33060.**

IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN 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.

(4) 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 (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 (2) above. This must be done within 20 days after the date these papers were given to you or to a person who lives with you. This obligation is separate from the requirement of answering the claim for eviction within 5 working days after these papers were given to you or to a person who lives with you or were posted at your home.

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 the ADA Coordinator, Room 470, 201 S.E. 6th Street, Ft. Lauderdale, FL 33301, (954) 831-7721 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.

The court does not provide interpreters for civil hearings. You must provide your own interpreter or bring someone to translate for you.

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 _____.

Clerk of the Courts

By _____
As Deputy Clerk

NOTIFICACION DE DESALOJO/RESIDENCIAL

POR FAVOR LEA DETENIDAMENTE

Usted está siendo demandado por CORAL RIDGE APARTMENTS, LLC, para exigirle que se mude del lugar donde está viviendo por las razones dadas en la demanda adjunta.

Usted tiene derecho a un juicio para determinar si usted puede ser obligado a mudarse, pero un juez pudiera obligarlo(a) a mudarse sin un juicio **al menos que usted haya hecho TODAS las cosas alistadas abajo. Usted debe hacerlos dentro de 5 días** (sin incluir sábado, domingo o cualquier día feriado oficial) después de la fecha en que le entregaron estos papeles a usted o a una persona que vive con usted o fueron dejados en su hogar.

LAS COSAS QUE USTED DEBE HACER SON LAS SIGUIENTES:

(1) **Páguele a la Secretaría del Tribunal la suma de renta que la demanda adjunta afirma se debe pagar y cualquier renta que se deba hasta que la demanda judicial termine.** Además, usted debe pagarle la cuota del registro de la Secretaría del 3% del primer depósito de \$500.00 y 1.5% de cada \$100.00 subsiguientes. La Secretaria solo aceptará dinero en efectivo, un cheque certificado o un giro postal o un cheque de la cuenta de fideicomiso del abogado, hecho pagadero a la Secretaría del Tribunal.

(2) Si usted cree que la cantidad afirmada en la demanda no es correcta, usted debe **presentar una petición con la secretaria** del tribunal para que el tribunal determine la cantidad a pagar. Si usted presenta una petición, **usted debe adjuntarle a la petición cualquier documento que apoye su postura y enviar por correo o darle una copia de la petición al demandante/abogado del demandante.**

(3) Escriba la(s) razón(es) porqué usted piensa que no debe ser obligado a mudarse. (Usted todavía tendrá que depositar la renta en el registro del tribunal.) La(s) razón(es) escrita(s) deben ser entregadas a la Secretaría del Tribunal en el 1600 W. Hillsboro Blvd., Room 160, Deerfield Beach, 33341, dentro del límite de tiempo, y usted también debe enviar por correo o darle una copia de su(s) razón(es) escrita(s) al abogado del Demandante, **Thomas D. Oates, Law Offices of Oates & Oates, P.A., 1500 E. Atlantic Blvd., Suite B, Pompano Beach, FL 33060**

SI USTED NO HACE TODAS LAS COSAS ESPECIFICADAS ARRIBA DENTRO DE 5 DÍAS LABORALES DESPUÉS DE LA FECHA EN QUE LE ENTREGARON ESTOS PAPELES A USTED O A UNA PERSONA QUE VIVE CON USTED O FUERON DEJADOS EN SU HOGAR, USTED PUDIERA SER DESALOJADO SIN UNA AUDIENCIA O MÁS AVISO.

(4) Si la demanda adjunta también contiene una reclamación por indemnización monetaria (tal como renta no pagada), usted debe responder a esa reclamación por separado. Usted debe escribir las razones porqué usted piensa que no debe el dinero reclamado. Las razones escritas deben ser entregadas a la Secretaría del Tribunal en la dirección especificada en el párrafo (1) arriba, y usted debe enviar por correo o darle una copia de sus razones escritas al demandante/abogado del demandante a la dirección especificada en el párrafo (2) arriba. Esto debe ser hecho dentro de 20 días después de la fecha en que le entregaron estos papeles a usted o a una persona que vive con usted. Esta obligación es aparte del requisito de responder a la reclamación por desalojo dentro de 5 días laborales después de que estos papeles les fueron entregados a usted o a una persona que vive con usted o fueron dejados en su hogar.

Si usted es una persona con una discapacidad que necesita alguna acomodación para poder participar en este procedimiento, usted tiene derecho, sin costo alguno para usted, a la prestación de cierta ayuda. Por favor comuníquese con el coordinador ADA, Room 470, 201 S.E. 6th Street, Ft. Lauderdale, FL 33301, (954) 831-7721 al menos 7 días antes su comparecencia programada en el tribunal, o inmediatamente después de haber recibido esta notificación si la hora programada de la comparecencia es menos de 7 días; si usted tiene impedimentos de audición o del habla, llame al 711.

El tribunal no proporciona intérpretes para las audiencias civiles. Usted debe proporcionar su propio intérprete o alguien que traduzca para usted.

EL ESTADO DE LA FLORIDA:

A cada alguacil del Estado: Se le ordena entregar esta citación y una copia de la demanda en esta demanda judicial al demandado nombrado arriba.

FECHADO: _____

Secretario del Tribunal

Por: _____
Como Subsecretario

TANPRI PRAN TAN W POU LI SA A

Yo rele w nan tribinal pou CORAL RIDGE APARTMENTS, LLC, mande w pou sòti nan kay kote w abite a pou rezon ki nan papye plent la.

Ou gen dwa vinn devan yon jig pou l decide si w oblije demenaje men yon jig gendwa mande w pou sòti nan kay la anvan jigman **amwens ke ou fè tout sa k nan lis anba a**. Apre yo ba w papye sa yo, oswa yo bay yon moun lakay ou li, oswa mete l nan bwat postal ou, ou genyen sink jou pou fè tout sa yo mande w pou fè yo (Samdi, Dimanch ak jou konje legal yo pa konte).

MEN SA W GENYEN POU FÈ YO:

(1) **Paye grefye tribinal la tout kòb lwaye ki make sou papye a epi kontinye paye lwaye ya jiskaske pwochè a fini.** Anplis, fòk ou paye grefye a 3% premye \$500.00 depozit la epi 1.5% sou chak \$100.00 ou bay kòm deposit. Grefye a sèlman pran lajan, oswa chèk sètifye, ak lajan sou lòd oswa chèk ki sòti nan biwo yon avoka. Sou chèk la, ekri grefye tribinal (Clerk of Courts).

(2) Si w kwè ke lajan plent la mande pou peye a se pa sa, ranpli yon aplikasyon ak grefye tribinal la pou tribinal decide konbye pou ou paye. Si w fè aplikasyon an, **vini ak tout papye ki montre konbe kòb lwaye a te ye, epi poste l oswa bay avoka moun ki fè demann nan yon kopi.**

(3) Ekri reason ki fè w panse ke w pa oblije sòti nan kay la. (Kan mèm, fòk ou depoze kòb la nan rejis tribinal la). Fòk ou ekri bay Grefye Tribinal la rezon an nan 201 S.E. 6th Street, Ft. Lauderdale, FL 33301, nan delè yo ba w la, epi fòk ou poste l oswa bay avoka moun ki fè plent la yon kopi rezon ou bay la, si moun nan pa gen avoka, ba li kopi anan **Thomas D. Oates, Esq., Law Offices of Oates & Oates, P.A., Suite B, Pompano Beach, FL 33060**

SI W PA FÈ TOUT SA W GEN POU FÈ NAN SINK JOU APRE YO BA W PAPYE A, OSWA YO BAY YON MOUN KAY LA PAPYE A, OSWA YO POSTE LAKAY OU, YO GEN DWA METE W DEYÒ NAN KAY LA SAN JIGMAN.

(4) Si plent la mande pou paye domaj (tankou lwaye ou pa peye), fòk ou bay repons sa a separeman. Fòk ou ekri rezon ki fè w kwè ke w pa dwe lajan yo mande w la. Ou dwe ekri rezon yo bay grefye tribinal la nan adrès ki nan paragraph (1) anwo paj la, epi fòk ou bay avoka moun nan ki fè plent la yon kopi nan adrès yo bay nan paragaf

(2) a. Fòk ou fè tout bagay sa yo nan 20 jou apre ou mèn moun lakay ou te jwen papye plent la. Sa a pa menm bagay ak plent ki mande pou sòti nan kay la nan sink jou a apre yo ba w papye a, oswa bay yon moun lakay ou, oubyen poste l lakay ou.

Si w se yon moun ki domaje ki bezwen arangman espesyal pou patisipe nan jigman, genyen kèk asistans gratis. Tanpri rele assistan biwo 470, 201 S.E. 6th Street, Ft. Lauderdale, FL 33301. 954-831-7721, pou pi piti 7 jou anvan dat ou gen pou ale nan tribinal la, oswa imedyatman apre w resevwa notis la si dat pou ale nan tribinal la pi piti ke 7 jou; si w soud oswa w bèbè, rele 711.

Tribinal la pa bay entèprèt pou ka sivil. Fòk ou pran entèprèt pa w oswa vini ak yon moun ki ka tradwi pou ou.

VIL FLORID:

Tout Chèf Seksyon nan vil la: Ou gen lòd pou sèvi somasyon sa a ak tout yon kopi plent pwosè a bay akize ki gen non l ekri anwo pag la.

Dat: _____ .

Grefye Tribinal a

Pa _____
Depite Grefye

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

██████████,

CASE NO: CONO

Plaintiff,

vs.

████████████████████,

Defendants.

_____ /

COMPLAINT

Plaintiff sues Defendant(s) and alleges as follows:

COUNT I- EVICTION

1. This is an action to evict tenants from a dwelling unit located in Broward County, Florida, and Plaintiff is entitled to Summary Procedure pursuant to Sec 51.011, Fla Stats.

2. Plaintiff owns the real property described in the attached notice as ██████████, Pompano Beach, FL 33060.

3. Defendants have possession of the property under a written agreement to pay rent of \$3,000.00 per month on the 1st day of each month for the period beginning August 1, 2013 through July 31, 2014. A copy of the written lease is attached hereto as Exhibit "A."

4. Defendants were given a written notice to pay rent or deliver possession on February 3, 2014, to pay the sum of \$4,500.00 in unpaid rent or vacate and relinquish possession of the premises on or before three days from the delivery of the notice, not including weekends and legal holidays. A copy of the Notice is attached hereto as Exhibit "B."

5. Defendants have failed and refuse to pay rent or vacate and relinquish possession of the premises by the expiration of the period above.

6. Plaintiff is obligated to pay the undersigned attorney a reasonable fee for his services rendered herein, and is entitled to collect same from the Defendant pursuant to FS 83.48.

WHEREFORE, Plaintiff demands judgment for possession of the premises, plus costs including reasonable attorney's fees.

COUNT II - DAMAGES

7. Plaintiff realleges paragraphs 2 through 6.

8. Plaintiff has fulfilled all the terms and conditions of the written lease to be performed on their part and all conditions precedent hereto have been performed or occurred.

9. Defendant, despite demand, has failed and refused to pay Plaintiff the rent due.

10. Defendant is also liable for all damage to the Premises, in excess of reasonable wear and tear. This amount will be determined after Plaintiff is back in possession of the property and after Plaintiff has inspected the Premises.

11. Therefore, Defendant owes Plaintiff, unpaid rent in the amount of \$4,500.00 including late fees, and damages to the Premises, if any.

WHEREFORE, Plaintiff demands judgment for damages against Defendant, plus reasonable attorney's fees and costs.

LAW OFFICES OF OATES & OATES, P.A.
Attorneys for Plaintiff
1500 East Atlantic Boulevard, Suite B
Pompano Beach, FL 33060
Telephone: (954) 942-6500
Facsimile: (954) 942-8730
Email: toates@pompanolaw.com

THOMAS D. OATES
Florida Bar No. 721131

May 28, 2014

[REDACTED]
North Regional Courthouse
1600 West Hillsboro Blvd.
Deerfield Beach, FL. 33442

RE: CONO [REDACTED]
[REDACTED]
Residential Tenant Eviction

Dear Judge [REDACTED],

Enclosed are copies of a Motion for Final Judgment by Default and a proposed Final Judgment by Default. The Motion for Default and the Affidavit of Non-military Service has been electronically filed. If the Final Judgment by Default is acceptable please have your office conform the copies and send them out in the self-addressed stamped envelopes provided.

I also request that the clerk issue the enclosed writ of possession and forward the same to the Sheriff's Office for service with the enclosed check as payment.

Respectfully Submitted,

THOMAS D. OATES
Counsel for Plaintiff

enclosures

IN THE COUNTY COURT
OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.:

████████████████████
Plaintiff,
vs.

████████████████████,
Defendant

FINAL JUDGMENT OF EVICTION BY DEFAULT

THIS CAUSE having come before the Court upon Plaintiff's Complaint and the Court having considered the default entered herein, it is, ADJUDGED as follows:

1. Final Judgment is hereby granted in favor of the Plaintiff, ██████████, against Defendant, ██████████, for possession of the premises located at ██████████, Pompano Beach, FL 33060, for which let Writ of Possession issue.

2. This Court reserves jurisdiction of this cause as to the action for unpaid rent, attorney's fees and costs.

ADJUDGED at Deerfield Beach, Florida, this ____ day of _____, 2014.

JILL LEVY
COUNTY JUDGE

Copies Furnished To:

Thomas D. Oates, Esq.
1500 East Atlantic Boulevard, Suite B
Pompano Beach, FL, 33060

████████████████████
████████████████████
████████████████████

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

[REDACTED],
[REDACTED]

Plaintiff,

CASE NO.: [REDACTED]
JUDGE [REDACTED]

vs.

[REDACTED],

Defendants.

_____ /

WRIT OF POSSESSION

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE:

YOU ARE COMMANDED to post a notice in a conspicuous place on the premises located at [REDACTED], HOLLYWOOD, FL 33024-1754, notifying [REDACTED] [REDACTED] residing therein that you shall put Plaintiff, [REDACTED], [REDACTED] in possession of said premises after 24 hours of the date of said notice.

FURTHER, YOU ARE COMMANDED to put said Plaintiff in possession of said premises at the expiration of said notice.

WITNESS my hand and seal of this Court on _____.

HOWARD C. FORMAN
As Clerk of the Court

As Deputy Clerk

Contact Plaintiff's Agent:
Thomas D. Oates, Esquire
LAW OFFICES OF OATES & OATES, P.A.
Attorneys for Plaintiff
1500 East Atlantic Boulevard, Suite B
Pompano Beach, FL 33060
(954) 942-6500 Telephone

August 31, 2012

**SENT BY CERTIFIED MAIL
RETURN RECEIPT #7010 3090 0003 0109 7044**

To:



Lauderdale by the Sea, FL 33062

NOTICE OF INTENTION TO IMPOSE CLAIM ON SECURITY DEPOSIT

This is a notice of your landlord's intention to impose a claim for damages in the amount of \$2,700.00 upon your security deposit, due to unpaid rent and damages. It is sent to you as required by s. 83.49(3), Florida Statutes. Actual unpaid rent and damages may exceed the amount of your security deposit. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or the landlord will be authorized to deduct the claims from your security deposit. Your objection must be sent to, Law Offices of Oates & Oates, P.A., 1500 East Atlantic Blvd, Suite B, Pompano Beach, FL 33060.

Sincerely,

THOMAS D. OATES
Attorney for the Landlord