

Instructions for CIVIL LAW DEPARTMENT EVICTION NOTICES

Listed below are the 4 types of notices available in the State of Florida for landlords to be served on tenants based on the reasons for eviction.

THREE DAY NOTICE FOR NON-PAYMENT OF RENT:

A three-day notice must list every adult living on the premises along with the proper address of the property. If names are unknown, they may be listed as unknown tenants.

The three-day notice gives the tenant(s) an option to pay up or vacate the premises. The amount stated on the notice can only include back Rent. No late fees or damages may be added. The tenant(s) must be given three full working days (excluding weekends, holidays and date of service) and this must be stated on the notice in the "on or before date" section. The notice **MUST** be signed and DATED to show the courts when service was made and specified as to the "type" of service. This would be either by posting or mailing the notice. This will determine the validity of the three-day notice and further actions by the court.

NOTICE TO QUIT (15 Day and 7 Day Notices)

A notice to quit (15 days notice to vacate) is used when a landlord wishes to terminate a monthly rental. The landlord is not required to give a specific reason when this notice is served. Tenants must be given a 15 day notice **AT LEAST** "15 days prior to when rent is due" again, excluding date of service. Notice must be signed, dated and given a specific date to vacate.

A landlord who wishes to terminate a rental agreement for non-compliance may also serve a 7 day notice when the rental agreement is week to week. Again, the landlord is not required to give a specific reason when this notice is served, and again, the notice must also be signed, dated, and given a specific date to vacate.

SEVEN DAY NOTICE OF NON-COMPLIANCE

When there is a lease agreement, a 7- day notice of non-compliance may be given to tenants who have failed to comply with the provisions of the lease. The notice must list each adult involved along with the correct address of the premises. All reasons for non-compliance **MUST** be listed. The notice must be signed, dated, and given a specific date to vacate if the non-compliance cannot be corrected. If the non-compliance **CAN** be corrected, however, the tenant must given the option to either correct the problem or vacate.

To: _____

THREE DAY NOTICE - DEMAND FOR PAYMENT OF RENT OR POSSESSION

You are hereby notified that you are indebted to me in the sum of \$_____ * for the rent and use of the premises described as

, ~~XXXXXXXXXX~~ County, Florida, now occupied by you, and that I demand payment of the above rent or possession of the premises within three (3) days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice. Payment of rent or delivery of possession of the premises must be done on or before the _____ day of _____, 20_____ .

Landlord Signature

Print Name

Telephone _____

Served this _____ day of _____, 20_____
by:

Personal delivery

Posting a copy at residence in absence of tenant

* NOTE: The amount demanded is for rental only, pursuant to the requirements of Section 83.56, Florida Statutes. It does not include interest, late charges, or any other fee or amount which may be due under our agreement.