



MICHELLE R. MILLER

Clerk of the Circuit Court & Comptroller
ST. LUCIE COUNTY, FLORIDA

SELF-SERVICE CENTER

Department: County Civil

Packet #EV4-15: Complaint for Eviction

Eviction action to terminate week-to-week tenancy without specific term (other than failure to pay rent).

The Self Service Center Packet ("Packet") you are purchasing is hereby deemed a license for the purchaser. Any reproduction or redistribution of the Packet not in accordance with the terms delineated herein is expressly prohibited.

NonRefundable



MICHELLE R. MILLER

Clerk of the Circuit Court & Comptroller

ST. LUCIE COUNTY, FLORIDA

County Civil division

250 N.W. Country Club Drive

Port Saint Lucie, Florida 34986

(772) 785-5880

INSTRUCTIONS FOR FILING AN EVICTION (POSSESSION ONLY-TERMINATE WEEK TO WEEK TENANCY)

These forms should be used when a landlord desires possession of the premises from a tenant for reasons other than nonpayment of rent and there is no provision as to duration of the tenancy (week to week tenancy). The landlord is referred to as the plaintiff and the tenant as the defendant. These forms should be typed or printed legibly. Please be sure to include a telephone number on the complaint for Eviction where the Clerk's Office or Sheriff's Department may reach you.

Pursuant to F.S. 83.43(3), "landlord" is defined as the owner of a dwelling unit.

The plaintiff in a landlord/tenant action must be the owner of the property. The plaintiff must provide proof of ownership of the property when filing an eviction complaint. This proof may be a copy of the property record card from the St. Lucie County Property Appraiser's office at www.paslc.org or a warranty deed.

Failure to file proof of ownership of the property will result in the judge dismissing your complaint and loss of any filing fees.

STEP 1

The following paperwork and fees are required to process your Eviction case:

- PAPERWORK:
 - 7-Day Notice to Tenant
 - Copy of rental agreement, if applicable
 - Complaint for Eviction
 - Two (2) copies of all documents for **each** defendant (service & mailing)
 - One (1) copy of all documents for your records
 - Pre-Addressed Stamped Envelopes: one with each defendant's name and address
 - Proof of Ownership
 - Property Management Agreement
- FILING FEE: (payable to ST. LUCIE COUNTY CLERK OF COURT)
 - \$185.00 cash/money order/MasterCard or Visa
 - PLUS \$10.00 PER SUMMONS / PER DEFENDANT
- SERVICE FEE: (payable to St Lucie County Sheriff's Dept.)
 - \$40.00 per defendant, payable by money order, cashier's check or business check
 - \$90.00 Writ of Possession (paid after issuance of Judgment)

STEP TWO

File the original, copies and envelopes with the Clerk of Courts County Civil Division. You may file your complaint at either of the following locations:

South County Courthouse Annex (Main Office)
250 N.W. Country Club Drive, Room 115
Port St Lucie, Florida 34986

Small Claims Department
201 South Indian River Drive
Fort Pierce, Florida 34950

All court files are located and all hearings are held at the South County Annex.

Once the Clerk's Office has processed your complaint, an Eviction Summons will be issued and a Certificate of Mailing will be prepared (if a self-addressed stamped envelope was provided). Service of the Complaint and Summons may be perfected by sheriff's service or you may hire a private process server.

For Service of Process:

St Lucie County Sheriff's Department - Civil Office
218 South Second Street
Fort Pierce, Florida 34950

St Lucie County Sheriff's Department (for service of evictions in Port St Lucie & Jensen Beach only)
250 N.W. Country Club Drive
Port St Lucie, Florida 34986

If you have questions in regards to the service of the summons, you may contact the sheriff's department at 772-462-3214 or 772-462-3271.

Once the defendant(s)/tenant(s) has been served, they will have five days (excluding the day of service, Saturdays, Sundays & legal holidays) to file a written response to your complaint.

STEP THREE

If the defendant files a response within the required time, the judge assigned to your case will review the file and determine whether or not the case should be set for hearing. If a hearing is scheduled, all parties will be notified by mail. The owner or an attorney must appear at the hearing. If a hearing is not scheduled, the judge will issue a written decision and copies will be mailed to all parties.

If the defendant does not file a response within the required time, you may then file for a default.

STEP FOUR

Complete and file the following:

Original Motion for Clerk's Default – Residential Eviction with copies for defendant(s) and yourself
Original Non Military Affidavit
Original Motion for Default Final Judgment – Residential Eviction
Original proposed Final Judgment for Possession with copies for defendant(s) and yourself
Self-addressed stamped envelopes with each defendant's name and address and your name and address.

Once the Judge enters your Final Judgment for Possession, you will need a Writ of Possession to remove the tenants from the property

STEP FIVE

Issuance of the Writ of Possession is not an automatic process. To obtain the Writ of Possession, you may call the Clerk of Court, County Civil Division at 772-785-5880. Deliver the Writ to the sheriff's department (at either address located above) along with the service fee of \$90.00. The sheriff's department will schedule a date and time to meet you at the premises to remove any persons remaining and deliver possession back to you.

If the defendant vacates the premises or settlement is reached, the Plaintiff may file a Voluntary Dismissal which is available on the Clerk of Court's website at www.stlucieclerk.gov

NOTICE FROM LANDLORD TO TENANT—TERMINATION OF TENANCY

TO:

Tenant's Name

Address

City, State, Zip Code

From: _____

Date: _____

Pursuant to F.S. 83.57(4), you are hereby notified that I demand possession of the premises located at _____
_____, Florida [insert address of
premises, including county], now occupied by you within seven days from the date of this notice, to wit: on or before
the _____ day of _____, 20_____[insert the date which is seven days from the delivery of this
notice).

Signature

Name of Landlord/Property Manager [circle one]

Address [street address]

City, State, Zip Code

Phone Number

Hand Delivered On: _____

Posted On: _____

In the County Court of the Nineteenth Judicial Circuit,
in and for St. Lucie County, Florida

Case No:

PLAINTIFF(S),

VS

DEFENDANT(S).

DESIGNATION OF E-MAIL ADDRESS FOR PARTY NOT
REPRESENTED BY AN ATTORNEY

Pursuant to Florida Rules of General Practice and Judicial Administration 2.516, I, _____
_____, designate the below e-mail address(es) 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 will file a written notice with the clerk of court if my current e-mail address changes.

Designated e-mail address: _____

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

I certify that a copy hereof has been furnished to the clerk of court for St. Lucie County and
_____ by
(e-mail) (hand delivery) (mail) _____

(signature)

(printed name)

(e-mail address)

(address)

(phone number)



MICHELLE R. MILLER
 Clerk of the Circuit Court & Comptroller
ST. LUCIE COUNTY, FLORIDA
 County Civil division
 250 N.W. Country Club Drive
 Port Saint Lucie, Florida 34986
 (772) 785-5880

In the County Court, Nineteenth Judicial
 Circuit, in and for County of St. Lucie, State
 of Florida – Civil Division

Case No. _____

 [insert name of Landlord]
 Plaintiff,

vs.

 [insert name of Tenant]
 Defendant.

COMPLAINT FOR EVICTION

Plaintiff, _____ [insert name of Landlord], sues Defendant, _____
 _____ [insert name of Tenant] and alleges:

1. This is an action to evict a Tenant from real property in St. Lucie County, Florida.
2. Plaintiff owns the following described real property in the County: _____
 _____ [insert legal or street
 description of the property including, if applicable, unit number].
3. Defendant has possession of the property under a (oral/written) agreement. A copy of the written agreement, if any, is attached as Exhibit "A."
4. Plaintiff served Defendant with a notice on _____, 20__ [insert date of notice] giving written notice to the Defendant to vacate the premises. A copy of the notice is attached as Exhibit "B".
5. Defendant has failed to vacate the premises.

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

 Landlord's Name _____

Address _____

 Phone Number _____

IN THE COUNTY COURT, IN AND FOR ST LUCIE COUNTY, FLORIDA

CASE NO. _____
[insert case number assigned by Clerk of the Court]

[insert name of Landlord/owner]

Plaintiff,

Vs.

**MOTION FOR CLERK’S DEFAULT -
RESIDENTIAL EVICTION**

[insert name of Tenant]

Defendant.

Plaintiff asks the Clerk to enter a default against _____,
[insert defendants name]

Defendant, for failing to respond as required by law to the Plaintiff’s Complaint for residential eviction.

Name: _____

Address: _____

Telephone No. _____

DEFAULT – RESIDENTIAL EVICTION

A default is entered against the above named Defendant(s) for failure to respond as required by law.

DATED: _____

Michelle R. Miller
Clerk & Comptroller, St. Lucie County

By _____

Deputy Clerk

IN THE COUNTY COURT, IN AND FOR ST LUCIE COUNTY, FLORIDA

CASE NO. _____
[insert case number assigned by Clerk of the Court]

[insert name of Landlord/owner]

Plaintiff,

Vs.

NON-MILITARY AFFIDAVIT

[insert name of Tenant]

Defendant.

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 _____ 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].

Name: _____
Address: _____
Fax No. _____

IN THE COUNTY COURT, IN AND FOR ST LUCIE COUNTY, FLORIDA

CASE NO. _____
[insert case number assigned by Clerk of the Court]

[insert name of Landlord/owner]

Plaintiff,

Vs.

**MOTION FOR DEFAULT FINAL -
JUDGMENT - RESIDENTIAL EVICTION**

[insert name of Tenant]

Defendant.

Plaintiff asks the Clerk to enter a default judgment against _____

[name], Defendant(s), for failure to respond as required by law to Plaintiff's Complaint for Eviction.

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 for Residential Eviction against
Defendant.

Name: _____

Address: _____

Telephone No. _____

cc: _____
[insert name and address of Tenant]

IN THE CIRCUIT/COUNTY COURT OF THE NINETEENTH JUDICIAL
CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

[insert name of landlord/owner]

Case no: _____
[insert case number assigned by Clerk of the Circuit Court]

Plaintiff(s),
Vs

[insert name of tenant]

Defendant(s),
_____ /

FINAL JUDGMENT – EVICTION

THIS ACTION came before the Court upon Plaintiff's Complaint for Eviction. On the evidence presented, and **IT IS ADJUDGED**, that:

1. Judgment for eviction is hereby granted in favor of Plaintiff(s), _____.
[insert name of landlord/owner]
2. Plaintiff(s) or through Plaintiff's agent is to be put into possession of the premises described as follows:

[insert street address of rental premises including, if applicable, unit number]
3. The Plaintiff(s) is awarded court costs in the amount of \$ _____.
4. At the request of the Plaintiff, the Clerk of the Circuit Court is ordered to issue forthwith a Writ of Possession that shall be valid for thirty (30) days from the date of this judgment.

DONE AND ORDERED in St. Lucie County, Florida on _____.

County Judge

CC: _____
[insert name of landlord/owner]

[insert name of tenant]



MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ST. LUCIE COUNTY, FLORIDA

DISCLAIMER

We encourage the electronic filing (e-filing) of all court related forms. Through e-filing, the court system has become more efficient and accessible to the citizens of the State of Florida. In addition to dramatically reducing paperwork in Florida's courts, the portal allows for immediate access to case information and the ability for you to file documents and access case information from the comfort of your home.

DIY (Do-It-Yourself) Florida is a free-to-use program to assist in completing official court forms and filing them with the Clerk's office. Accessed within the Florida Courts E-Filing Portal, DIY Florida uses interview questions to walk you through the steps and automatically prepare the forms. Once completed, the forms can be sent through the E-Filing Portal to electronically file the forms with our office. Standard filing fees and convenience fees may apply.

To register for an E-Filing Portal account which allows you to electronically file your forms, and to get more information regarding what forms are available, please visit www.myfloridacourtaccess.com/authority/diy.

If you choose not to utilize the DIY service, the following forms are provided as a courtesy. The use of these forms is not intended as a substitute for legal advice from an attorney. The provided forms are meant to serve as a guide and to assist pro se (self-represented) litigants in preparing documents. The use of these forms does not mean that a judge will accept your documents. You may be required to re-do your documents or obtain and file additional documents once the judge has reviewed your case. Each case has its own particular set of circumstances, and an attorney may advise you of what is best for you in your individual situation. If you have questions or concerns regarding your legal rights, it is strongly recommended that you talk to an attorney. If you do not know an attorney, you may request a copy of the Legal Resources brochure.

83.46 Rent; duration of tenancies.—

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History.—s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.57 Termination of tenancy without specific term.—A tenancy without a specific duration, as defined in s. [83.46](#)(2) or (3), may be terminated by either party giving written notice in the manner provided in s. [83.56](#)(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History.—s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.