

**IN THE COUNTY COURT IN AND FOR MONROE COUNTY, FLORIDA**  
**LANDLORD - TENANT ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff (Owner/Lessor)

vs.

Case No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Defendant (Tenant/Lessee)

**COMPLAINT FOR EVICTION - NON PAYMENT OF RENT)**

The Plaintiff sues the Defendant and alleges:

1. This is an action to evict a tenant from real property in Monroe County, Florida.
2. Plaintiff owns the following described real property in said county:  
\_\_\_\_\_  
complete address of property
3. Defendant has possession of the property under a written/oral agreement to pay rent of \$ \_\_\_\_\_, payable \_\_\_\_\_ (weekly/monthly/etc.) A copy of the lease, if written, is attached.
4. Defendant 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 \$ \_\_\_\_\_, rent accruing in the amount of \$ \_\_\_\_\_, plus rent accruing in the amount of \$ \_\_\_\_\_ per day, plus court costs of \$ \_\_\_\_\_.
5. Said property is residential/business and the tenant is holding over without permission.
6. Plaintiff served Defendant with a notice on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to pay the rent or deliver possession, but 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 of possession of the property against Defendant plus judgment for rent and costs.

\_\_\_\_\_  
PLAINTIFF (OWNER) Signature  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City / State / Zip

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Danny L. Kolhage, Clerk of Court by: \_\_\_\_\_  
Deputy Clerk