



Brandon Patty
St. Johns County Clerk of the Circuit Court and Comptroller
4010 Lewis Speedway, Saint Augustine, Florida 32084
Office: (904) 819-3650 Fax: (904) 819-3677

7 DAY EVICTION NOTICE WITHOUT REMEDY INSTRUCTIONS

1. This notice is given to a Tenant that has violated the term(s) of a rental agreement whether it is oral or written.
 - a. Florida Statute §83.56(2)(a): Under some situations, such as the Tenant's intentional destruction of property of the Landlord or other Tenants, the Landlord may be able to terminate the rental agreement without giving the Tenant an opportunity to remedy the violation. For the notice necessary to terminate the rental agreement under these circumstances, see attached.
2. This written notice must be delivered by mailing, posting on the residence or by hand delivery and the seven day time period must run, **after the date of posting**, before the eviction suit can be filed.
3. **This notice must be filled out in full.**
 - a. You will need to complete names of *all* tenants, complete address, and date.
 - b. Complete the Date of Delivery.
 - c. Provide the noncompliance for which the notice is being given.
 - d. Complete the Signature, Name, Complete address, and phone number for the Landlord/Property Manager Section.
4. If an eviction is to be filed, you may find the forms and instructions in our office for a fee of \$.15 cents per page or for free online at www.sjccoc.us.

Please call the Small Claims Department for further assistance: 904-819-3650.

83.56 Termination of rental agreement.—

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(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.

(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 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 in substantially the following form:

7 DAY NOTICE FOR TERMINATION OF TENANCY DUE TO NONCOMPLIANCE

(Without Remedy)

To:

Tenant(s) Name

Address

City, State, Zip Code

Date of Delivery: _____

You are advised that your lease is terminated effective immediately. You shall have seven (7) days from the delivery of this letter to vacate the premises.

This action is taken because: *(please cite noncompliance)*

Landlord or Agent Signature

Name of Landlord/Property Manager
(Circle One)

Address

City, State, Zip Code

Phone Number and Email Address

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