

IN THE COUNTY COURT IN AND FOR WAKULLA COUNTY, FLORIDA

Case No: _____

Landlord

vs.

Tenant

**COMPLAINT FOR EVICTION AND DAMAGES –
OTHER THAN NON-PAYMENT OF RENT**

Landlord sues the Tenant and alleges:

COUNT I - POSSESSION

1. This is an action to evict a tenant from real property in Wakulla County, Florida.
2. Landlord owns the following described real property in said county: _____

3. Tenant has possession of the property under written/oral (circle one) agreement to pay rent of \$ _____, payable _____ (weekly, monthly, etc.). A copy of the lease, if written, is attached.
4. Landlord served the Tenant a _____ day notice on _____, 20____, to deliver possession for the following reason(s):
 - a) Termination of tenancy at will
 - b) Non-compliance with rental agreement without right to cure F.S. 83.56(2)(a)
 - c) Non-compliance with rental agreement with right to cure F.S. 83.56(2)(b)

If you circle b or c, state the non-compliance: _____

(A true and correct copy of the notice is attached.)

5. Tenant has failed to correct or discontinue the conduct set forth in the above-mentioned notice.

WHEREFORE, Landlord demands judgment for possession of the property against Tenant.

COUNT II - DAMAGES (Past Due Rent)

6. This is an action for damages that do not exceed \$15,000.00
7. Landlord restates that allegations contained in paragraphs 1 through 5 above.
8. Tenant owes Landlord \$ _____ that is due with interest since _____, 20____.

WHEREFORE, Landlord demands judgment for damages against Tenant.

COUNT III – DAMAGES (Property Damage)

9. This is an action for damages that do not exceed \$15,000.00
10. Landlord restates that allegations those allegations contained in paragraphs 1 through 8 above.
11. Tenant has damaged the Landlord's property by destroying certain personal property and other fixtures located on the rental property.
12. Tenant owes Landlord \$ _____ for damages to above-described property which is in the excess of \$ _____ damage deposit.

WHEREFORE, Landlord demands judgment for possession of the property against Tenant plus judgment for rent, damages, and costs. Landlord also prays that this court will grant reasonable attorneys' fees if the services of an attorney have been required to represent him/her in this matter.

Landlord (Owner) Signature

Street Address

City/State/ ZIP