

IN THE COUNTY COURT IN AND FOR  
[INSERT COUNTY WHERE PROPERTY  
IS LOCATED], FLORIDA

CASE NO:  
Division: **Civil**

**[INSERT LANDLORD(S) NAMES(S)],  
[INDICATE WHETHER PLAINTIFF  
IS/ARE AN INDIVIDUAL OR ENTITY]**

Plaintiff(s).

vs.

**[INSERT TENANT(S) NAMES(S)],  
[INDICATE WHETHER  
DEFENDANT(S) IS/ARE AN  
INDIVIDUAL OR ENTITY]**

Defendant(s)

\_\_\_\_\_ /

**COMPLAINT FOR RESIDENTIAL TENANT EVICTION**

Plaintiff(s), [Insert Landlord(s) Names(s)], hereby sues Defendant, [Insert Tenant(s) Name(s)], and alleges as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff(s), [Insert Landlord(s) Names(s)], (“Plaintiff”) is a/an entity or individual.
2. Defendant(s), [Insert Tenant(s) Name(s) (“Defendant”) is an individual residing in [Insert County where rental Property is located] County, Florida and is *sui juris*. Defendant is a citizen of the state of Florida.

3. This Court has personal jurisdiction over the Defendant because the Defendant resides in [Insert County where rental Property is located], Florida, and/or because the property at issue is located in [Insert County where rental Property is located] County, Florida.

4. This Court has exclusive subject matter jurisdiction over this cause of action pursuant to Section 34.011 of the Florida statutes because this cause of action relates to the right of possession of real property and does not involve an amount in controversy exceeding \$15,000.

5. Venue is proper in this County pursuant to Section 47.011 of the Florida Statutes because the Defendant resides in [Insert County where rental Property is located] County, and/or the cause of action accrued in this County.

**COUNT I**  
**Tenant Eviction**

6. This is an action to evict a Tenant from real property located in [Insert County where rental Property is located] County, Florida.

7. Plaintiff owns the following described real property in the County: [Insert County where Rental Property is Located]

8. Defendant has possession of the real property under a/an [Oral or Written Lease Agreement] to pay rent in [monthly, weekly, or annual] installments. A copy of the written lease agreement, if any, is attached hereto as “Exhibit 1.”

9. Defendant failed to pay the rent and currently carries a past due balance of \$[Insert Amount of Past Due Rent] for rent and use of the premises. A copy of the tenant’s ledger, if any, is attached hereto as “Exhibit 2.”

10. Plaintiff served Defendant with a three-day Notice on [Insert Date when Plaintiff Served Defendant with three-day Notice] to pay rent or deliver possession but Defendant refuses to do either. A copy of the three-day notice is attached hereto as “Exhibit 3.”

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

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