

Kisa Pou W Fè Si Mèt Kay Ou a Fèmen W Deyò Oswa Koupe Dlo w oswa Kouran w



Legal Services of Greater Miami, Inc.

Projé Sou Dwa Lokaté

Renters' Education and Advocacy Legal Lines (REAL)

<https://sites.google.com/site/reallsgmi>

www.lsgmi.org

KÒMAN PWOPRIYETÈ A KA PRAN KAY OU

Nan Florida, gen sèlman 3 fason pwopriyetè ou ka pran kay li lwe w la:

1. Si ou abandone kay la. Yon pwopriyetè ka pran responsablite di kay la abandone si:
 - a. ou absan nan kay la pou yon tan ki egal a yon mwaye tan peryòd lweyay ou a EPI ou pat peye lwaye a oubyen-
 - b. ou absan nan kay la pou yon tan ki egal a mwaye tan peryòd lweyay la EPI ou pa anonse pwopriyetè a absans ou a.

Pa egzanp, ou te abandone kay ou a si se pa mwa ou peye lwaye e ke ou an reta nan lajan lwaye a epi ou te pati pou plis pase 15 jou. Men, sa pa aplike si ou pa dwe lajan lwaye oubyen ou te ekri pwopriyetè a pou w te de li ou t ap absan.

2. Ou volontèman pèmèt pwopriyetè w pran kay la paske ou demenaje.
3. Pwopriyetè ou a depoze yon pwosè eviksyon nan tribinal epi Jij la ba w lòd pou kite kay la.

PWOPRIYETÈ PA KA FÈMEN W DEYÒ!!!

Si w abite nan kay ou lwe a epi ou vle rete la, pwopriyetè a PA KA ba w lòd pou ale oubyen fèmen w deyò.

- Menm si ou pa te peye lwaye w oubyen ou te vyole akò lwaye a, pwopriyetè a pa ka fè ou ale.
- Sa aplike si ou lwe yon apatman, kay, diplèks, chanm, kondò, e menm aplike si akò lwaye ou a se yon akò nan bouch (oral).

Sèl mwayen yon pwopriyetè ka fè w deplase kite kay la, se nan ranpli yon pwosè eviksyon epi pou li jwenn yon Jij ki ba w lòd kite kay la.

PWOPRIYETÈ A DWE DEPOZE YON DOSYE EVIKSYON NAN TRIBINAL

Si pwopriyetè ou a depoze yon pwosè pou mete w deyò, ou gen dwa defann tèt ou avèk ou san avoka. Tanpri tcheke ti liv ki rele “Kijan Pou W Reponn Eviksyon Ou a” pou plis enfòmasyon.

- Si Jij la dakò ak pwopriyetè a, Jij la ap siyen yon lòd pou Cherif la mete w deyò.
- Sèlman cherif la ki kapab legalman fòse w pou kite kay la, SE PA pwopriyetè a.

PRATIK KI ENTÈDI

- Kèk fwa pwopriyetè a ap eseye kontoune lalwa nan koupe kouran oubyen dlo, chanje seri, retire pòt, oubyen fè kèk lòt bagay pou fè w pati. SA KONT LALWA.
- Si pwopriyetè ou a fè yon bagay konsa, ou ka asiyen pwopriyetè a pou 3 fwa plis la valè lwaye a oubyen pou domaj ak konsekans sa ka genyen, si toutfwa li ta plis, epi kouvri frè avoka w tou. Sa aplike nan tout ka kote pwopriyetè a komèt yon pratik ki entèdi.
- Ou ka pouswiv pwopriyetè a nan Tribinal ki regle koze ti Reklamasyon piti yo san ou pa bezwen avoka si domaj ou yo pi piti pase \$5,000.00. Ou ta dwe gade ti liv nou an ki pale sou “Kijan Pou W Asiye nan Tribinal ki Regle Koze pou Ti Reklamasyon Piti yo”.
- Ou ka mande Tribinal la tou, avèk yon depo plent nan Tribinal la, pou li bay pwopriyetè a lòd pou l kite retounen lakay la, oubyen ouvè bagay ki itil yo. Sa rele yon enjonksyon. Ou kab chèche domaj tou. Gen yon modèl plent nan ti liv sa.
- Si pwopriyetè ou ap eseye fòse w pati san li pa pase pa Tribinal la, ou dwe rele Lapolis. Montre polis la ti liv sa epi mande pou yo ede w. Yo pap arete pwopriyetè w la, men yo ka di pwopriyetè w la pou l kite w retounen oubyen pou l repare bagay ki pa mache yo.

VOYE BAY PWOPRIYETÈ OU A YON LÈT KI PALE DE FÈMEN LOKATÈ DEYÒ

Kèk fwa yon pwopriyetè ap rekonsidere ka a epi kite w retounen si ou eksplike l lwa a. Pi bon mwayen pou fè sa, se ekri pwopriyetè a yon lèt. Kenbe yon kopi lèt ou bay pwopriyetè w la.

Gen yon modèl lèt nan ti liv sa.

DEPOZE YON PLENT NAN TRIBINAL KONTE A POU DEDOMAJMAN

Etap 1: Depoze plent lan.

Etap 2: Sèvi plent lan.

Etap 3: Tann 20 jou pou pwopriyetè a reponn.

-OSWA-

Kontakte Asistan jidisyè a epi mande pou yon Odyans AnnIjans (nan ka kote yo koupe kouran, dlo w oubyen yo fèmen w deyò). Ale nan odyans nan epi eksplike Jij la ou vle yo rekonekte kouran w ak dlo w. Pote nenpòt prèv solid oubyen temwen ou ka genyen.

Etap 4(a): Ale nan medyasyon **si yo baw lòd**.

- Youn nan 2 bagay ap rive:

- I. Jwenn yon akò ak avèk lòt pati a epi klase ka a.
- II. Echwe nan chèche akò ak lòt pati epi ale nan tribinal (annapèl).

Etap 4(b): Ale nan jijman **si yo ba w lòd**.

- Youn nan 2 bagay ap rive:

- I. Pèdi jijman an epi ou pa touche anyen pou domaj yo .
- II. Genyen epi touche lajan pou domaj yo.

Etap 5: Soumèt Fòm Jijman final la.

Etap 6: Kolekte jijman an, swiv etap ki vini apre jijman an.

Frè

Frè pou w depoze plent ou an ap depann de pou kantite kòb w ap asiyen an.

Si reklamasyon ou a se pou:

\$1.00 - \$99.99 , ou peye \$55.00	\$100.00 - \$500 , ou peye \$80.00
\$500.01 - \$2,500 , ou peye \$175.00	\$2,500.01 - \$5,000 , ou peye \$300.00

Si ou pa gen gwo salè, yo ka ekate frè depo a pou ou si ou ranpli Aplikasyon pou Detèmine Estati Endijèn Sivil. Fòm sa nan na ti liv sa. Ou dwe pote li bay grefye tribinal la lè w ap depoze plent la.

Sèvis

Ou dwe byen konnen kiyès w ap asiyen an – non legal moun nan oubyen biznis w ap asiyen an epi ki kote yo ka sèvi yo paske pwosè w la pap ka fèt toutan akize a poko jwenn manda a. “Sèvi a” vle di pou cherif la oswa wisye a pèsònèlman remèt moun nan yon kopi pwose a.

Si w ap asiyen yon konpayi, ou ka sèvi ajan ki anrejistre a. Ou ka jwenn non ajan ki anrejistre a si w rele “Corporate Information” nan Sekreteri Leta Florida, 1-850-488-9000, oubyen sou sit entènèt Subiz www.sunbiz.org . Si ou pa ka remèt ajan ki anrejistre a manda a answit ou ka sèvi nenpòt ofisye konpayi an.

Ou gen 2 opsyon sèvis:

1. Ou ka itilize cherif la pou sèvi Manda a epi l ap koute w \$40.00. Ou oblije peye frè sa.
2. Ou ka itilize yon wisye ke Tribinal la apwouve pou remèt akize a manda a (kèk fwa pi rapid ke cherif). Pri a ka varye. Ou ka jwenn yon lis wisye si w rele Komi leta a nan (305)349-5543.

Kisa pou sa pou depoze nan Tribinal la

Nan biwo Komi leta a, ou dwe soumèt yon Manda ak yon Plent. Gen Yon Gen yon modèl Plent la nan ti liv sa. Biwo Grefye a ap ba w manda ki apwopriye a. Ou dwe peye frè depo a tou oubyen aplike pou sèvis endijan an. Ap gen moun anplwaye disponib pou ede w ranpli fòm lan, men yo pap ka ba w avi legal.

Pote tout enfòmasyon ak papye ki gen rapò ak Plent ou a avèk ou pou youn nan lokal tribinal la. Pa egzanp, si Plent ou a chita sou fèmèn pwopriyete ou a fèmèn w deyò epi ou rele lapolis, ou dwe atache yon kopi rapò polis ou resevwa kòm prèv ke yo te fèmèn w deyò, si genyen l.

Ki kote pou w depoze dosye a

Ou ka depoze dosye ti reklamasyon ou a nan nenpòt lokal tribinal ki nan lis anba a:

LÈ OU FIN DEPOZE PLENT OU A

Lè ou fin depoze Plent ou a, pwopriyete a ap gen 20 jou pou l reponn. Si se yon ijans, tankou pa gen dlo, ou dwe rele Asistan Jidisyè a epi mande yon odyans annijans pou yon jij wè plent ou a imedyatman.

Si se pa yon ijans, yon jij ka bay lòd pou ou menm ak pwopriyete a ale nan **MEDYASYON**. Avantaj medyasyon an se ke ka w la fini menm kote a epi ou sèten de rezilta a, olye w al pran yon chans nan apèl. Dezavantaj la se ke ou dwe peye pou medyasyon epi ou ka pa ka jwenn tout sa ou bezwen. Si ou menm ak pwopriyete a pa ka antann nou sou okenn pati nan medyasyon, answit Jij la ka voye nou nan tribinal pou jijman.

KISA K AP PASE NAN JIJMAN OU A

Jijman an se odyans final nan ka ou a. Pandan jijman an, tout temwen yo temwanye epi tou de kote prezante kèlkeswa dokiman oubyen lòt prèv yo genyen.

Si ou te depoze Plent lan, ou se pleyan an epi ou prezante ka w la anvan. Ou dwe fe yon « Entwodiksyon » oswa kòmanse ak yon avèk « Diskou Douvèti », kote ou eksplike tribinal la kisa ka a ye, kisa ou pra l pwouve epi kouman w ap pwouve li.

Après pleyan an fin prezante tout bagay ki nesèsè pou pwouve ka a, answit akize a gen opòtinite pou l prezante kote pa l nan ka a. yo tou de ka rele temwen epi prezante dokiman ak lòt prèv. Yo chak kapab poze kesyon tou sou temwen lòt pati a.

Lè tou de pati yo fin prezante ka yo a, answit pleyan an ak tout akize a ka fè yon « Konklizyon ». Nan “Konklizyon an”, chak pati yo eseye konvenk tribinal la pou pran desizyon an favè li. Ou ka repete pou Jij la sa ou te pwouve a epi pou kisa ou dwe genyen.

Jij la answit deside sou ka a epi bay yon desizyon. Sa rele **JIJMAN** an epi l ap ekri. Jeneralman, Jij la bay vèdik imedyatman aprè jijman an, kèkfwa jij la ap pran tan anplis pou l bay vèdik li.

Si jij la pran yon desizyon nan favè ou, w ap resevwa yon **JIJMAN FINAL** pa la pòs oubyen y ap di w pou w ale nan Biwo Komi leta a pou jwenn Fòm Jijman final la. Yo mande pou w soumèt fòm jijman final la bay jij la pou siyati. Ou dwe konplete li epi bay jij la kopi epi akize a avèk anvlòp ki tou gen tenb ak adrès pou tout pati yo. Ou dwe kenbe yon kopi pou ou tou. Yon Jijman final se yon dokiman legal ki di ke youn nan pati yo gen dwa pou jwenn reparasyon pou domaj ke l sibi sou fòm yon kantite lajan ki espesifye nan men yon lòt pati.

Si Jij la pran yon desizyon an favè pwopriyetè w la, ou ka gen pou bay pwopriyetè w la frè ak pri avoka.

Nòt: nan nenpòt kilè pandan pwosè a, akize a ka peye w epi klase reklamasyon an. Men, gen yon jijman kont yon lòt pati PA menm bagay ak kolekte (touche nan) jijman an, epi li ka difisil. Yo souvan mande kèk Pwosede legal apre jijman an epi anvan tout koleksyon. Ou ka panse li nesèsè tou pou w pran yon avoka pou ede w ak pwosede ki swiv jijman an. Ou ka rele *Dade County Bar's Lawyer Assistance Program*, Pwogram Asistans Avoka nan Bawo Konte Dade la nan (305)371-2646 pou yon referans ak yon avoka ki fè travay koleksyon.

LÈ OU FIN DEPOZE PLENT OU A

Dade County Courthouse (05) 73 W. Flagler Street, Room 137 Miami, Florida 33130	Coral Gables District Court (25) 3100 Ponce de Leon Blvd. Coral Gables, Florida 33134
South Dade Justice Center (26) 10710 S.W. 211 th Street, Room 1200 Miami, Florida 33189	Miami Beach District Court (24) 1130 Washington Avenue , Room 200 Miami Beach, Florida 33139
Hialeah District Court (21) 11 E. 6th Street, Room 100 Hialeah, Florida 33010	North Dade Justice Center (23) 15555 Biscayne Boulevard, Room 100 Miami, Florida 33160

Lè ou fin depoze Plent ou a, pwopriyetè a ap gen 20 jou pou l reponn. Si se yon ijans, tankou pa gen dlo, ou dwe rele Asistan Jidisyè a epi mande yon odyans annijans pou yon jij wè plent ou a imedyatman.

Si se pa yon ijans, yon jij ka bay lòd pou ou menm ak pwopriyetè a ale nan **MEDYASYON**. Avantaj medyasyon an se ke ka w la fini menm kote a epi ou sèten de rezilta a, olye w al pran yon chans nan apèl. Dezavantaj la se ke ou dwe peye pou medyasyon epi ou ka pa ka jwenn tout sa ou bezwen. Si ou menm ak pwopriyetè a pa ka antann nou sou okenn pati nan medyasyon, answit Jij la ka voye nou nan tribinal pou jijman.

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Legal Services of Greater Miami, Inc.

Biro Prensipal

3000 Biscayne Boulevard, Swit 500
Miami, FL 33137
Telefòn-n: (305) 576-0080
TTD: (305) 573-1578

South Dade

11285 SW 211 Street, Suite 302
Miami, Florida 33189
Telefòn-n: (305) 576-0080
TTD: (305) 573-1578

Monroe County

Telefòn-n: (877) 715-7464
TTD: (877) 715-7461

Passionately Committed to Equal Justice

Se Legal Services of Greater Miami, Inc. ki prepare dokiman sa yo e dokiman sa yo pa gen dwa repwodui oswa distribye pazavan LSGMI bay yon otorizasyon a lekri.

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. _____

Plaintiff,

vs.

Defendant.

_____ /

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, _____ (hereinafter the “Plaintiff”), sues Defendant, _____
_____ (hereinafter the “Defendant”), and as grounds states:

FACTS

1. This is an action for declaratory and injunctive relief and for compensatory damages not exceeding \$15,000.00.
2. The Plaintiff is a “tenant” within the meaning of Fla. Stat. § 83.43(4).
3. The Defendant is a “landlord” within the meaning of Fla. Stat. § 83.43(3).
4. The Plaintiff resides at the dwelling unit located at _____
_____ (hereinafter the “premises”).
5. At all relevant times, the Plaintiff has resided at the premises.
6. The Defendant is the landlord of the premises where the Plaintiff lives.
7. Plaintiff’s monthly rent is \$ _____.

8. On _____, the Defendant did the following acts to force the Plaintiff out of the premises:

9. Plaintiff has not surrendered possession of the premises to the Defendant.

10. Plaintiff has not abandoned the premises.

11. Plaintiff is entitled to reasonable costs pursuant to Fla. Stat. § 83.67(6).

CLAIMS FOR RELIEF

COUNT I

(Declaratory and Injunctive Relief)

12. Plaintiff realleges and reincorporates paragraphs 1 through 11 as if fully stated herein.

13. This is an action for declaratory relief, and for temporary and permanent injunctive relief, pursuant to: Fla. Stat. § 83.67; and, other applicable Florida law.

14. The Defendant's acts, as alleged in Paragraph 8, constitute "prohibited practices" as defined in Fla. Stat. § 83.67(1).

15. The Defendant's acts, as alleged in Paragraph 8, constitute "irreparable harm" within the meaning of Fla. Stat. §§ 83.67(1)-(2) and 83.67(6).

16. The Plaintiff is indigent and unable to post bond for the issuance of a temporary injunction.

COUNT II

(Damages Pursuant to Fla. Stat § 83.67)

17. Plaintiff realleges and reincorporates paragraphs 1 through 11 as if fully stated herein.

18. This is an action for compensatory damages pursuant to Fla. Stat. § 83.67.

19. The Defendant's acts, as alleged in Paragraph 8, constitute "prohibited practices" as defined in Fla. Stat. § 83.67(1).

20. Pursuant to Fla. Stat. Fla. Stat. § 83.67(6), “a landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months’ rent, whichever is greater, and costs, including attorney’s fees.”

21. On _____, the Defendant was given notification concerning the nature of the Defendant’s illegal actions and was given ample warning to cure its illegal actions. However, Defendant has ignored this warning. *See* Exhibit “____.”

WHEREFORE, Plaintiff respectfully requests this Court to:

A. Declare that Defendant has unlawfully and directly terminated Plaintiff’s

in violation of Fla. Stat. §§ 83.67 and 83.51;

B. Award Plaintiff compensatory damages pursuant to Fla. Stat. § 83.67(6);

C. Award Plaintiff costs pursuant to Fla. Stat. §§ 83.67 and 83.48; and,

D. Grant such further relief as the Court deems necessary and proper.

Dated this ____ day of _____, 201____.

Respectfully submitted,

By: _____

Plaintiff

Address: _____

Telephone: _____

Email: _____

IN THE CIRCUIT/COUNTY COURT OF THE _____ JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

CASE NO. _____

Plaintiff/Petitioner or In the Interest Of
vs.

Defendant/Respondent

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. I have _____ dependents. (Include only those persons you list on your U.S. Income tax return.)
Are you Married? Yes No Does your Spouse Work? Yes No Annual Spouse Income? \$ _____

2. I have a net income of \$ _____ paid weekly every two weeks semi-monthly monthly yearly other _____
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid weekly every two weeks semi-monthly monthly yearly other _____.
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job.....	Yes \$ _____	No	Veterans' benefits.....	Yes \$ _____	No
Social Security benefits			Workers compensation.....	Yes \$ _____	No
For you.....	Yes \$ _____	No	Income from absent family members.....	Yes \$ _____	No
For child(ren).....	Yes \$ _____	No	Stocks/bonds.....	Yes \$ _____	No
Unemployment compensation.....	Yes \$ _____	No	Rental income.....	Yes \$ _____	No
Union payments.....	Yes \$ _____	No	Dividends or interest.....	Yes \$ _____	No
Retirement/pensions.....	Yes \$ _____	No	Other kinds of income not on the list.....	Yes \$ _____	No
Trusts.....	Yes \$ _____	No	Gifts.....	Yes \$ _____	No

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: (Circle "yes" and fill in the value of the property, otherwise circle "No")

Cash.....	Yes \$ _____	No	Savings account.....	Yes \$ _____	No
Bank account(s).....	Yes \$ _____	No	Stocks/bonds.....	Yes \$ _____	No
Certificates of deposit or money market accounts.....	Yes \$ _____	No	Homestead Real Property*.....	Yes \$ _____	No
Boats*.....	Yes \$ _____	No	Motor Vehicle*.....	Yes \$ _____	No
			Non-homestead real property/real estate*.....	Yes \$ _____	No

*show loans on these assets in paragraph 5

Check one: I DO DO NOT expect to receive more assets in the near future. The asset is _____.

5. I have total liabilities and debts of \$ _____ as follows: Motor Vehicle \$ _____, Home \$ _____, Other Real Property \$ _____, Child Support paid direct \$ _____, Credit Cards \$ _____, Medical Bills \$ _____, Cost of medicines (monthly) \$ _____, Other \$ _____.

6. I have a private lawyer in this case..... Yes No

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s.775.082, F.S. or s. 775.083, F.S. **I attest that the information I have provided on this application is true and accurate to the best of my knowledge.**

Signed this _____ day of _____, 20____.

Date of Birth Driver's License or ID Number

Signature of Applicant for Indigent Status
Print Full Legal Name _____
Phone Number: _____

Address, P O Address, Street, City, State, Zip Code

CLERK'S DETERMINATION

Based on the information in this Application, I have determined the applicant to be () Indigent () Not Indigent, according to s. 57.082, F.S.

Dated this _____ day of _____, 20____.

Clerk of the Circuit Court by _____

This form was completed with the assistance of: _____
Clerk/Deputy Clerk/Other authorized person.

APPLICANTS FOUND NOT TO BE INDIGENT MAY SEEK REVIEW BY A JUDGE BY ASKING FOR A HEARING TIME. THERE IS NO FEE FOR THIS REVIEW.

Sign here if you want the judge to review the clerk's decision _____

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. _____

Plaintiff,

vs.

Defendant.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint in this action on the Defendant, at:

Defendant is required to serve its answer and written defenses to the Complaint on Plaintiff, whose address is _____, within 20 days after service of this summons on that Defendant, exclusive of the date of service, and to file the original answer and defenses with the clerk of this court either before service on the Plaintiff or immediately thereafter. If the Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint.

DATED on _____

HARVEY RUVIN
As Clerk of the Court

By: _____
As Deputy Clerk

Date: _____

Landlord's Name

Landlord's Address

RE: Property at _____

Dear _____:

On _____, I believe you did the following illegal acts to force me out of my unit:

Under Florida law as contained in Statute §83.67, if you want me out of the unit, then you must file an eviction in the Miami-Dade County Court. **Self-help evictions are prohibited in the State of Florida.** If the Judge in the eviction case orders me evicted, then the Miami-Dade County Sheriff's Department will put me out.

The actions you have taken may have violated Florida's landlord/tenant law and may make you liable to me for 3 times the rent or actual damages, whichever is greater, and my attorney's fees and costs. I am attaching a copy of this law. I suggest you consult with your attorney who can confirm this.

I demand that you cease your illegal activity within 3 hours of receiving this letter. That should give you sufficient time to confirm that what I have said is true.

Sincerely,

Name

Address

Telephone

2011 Florida Statutes
83.67 – Prohibited Practices

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a service member in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History.—s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.