

Notice from Landlord to Tenant-Termination for Failure to Pay Rent



INSTRUCTIONS:

1. Licensee: Give this disclosure to the Landlord prior to your assisting with the completion of the attached Notice from Landlord to Tenant-Termination for Failure to Pay Rent.
2. Licensee: As the person assisting with the completion of the attached form, insert your name in the first (5) blank "Name" spaces below.
3. Licensee: **SIGN** the disclosure below.
4. Landlord/Owner: Check the applicable provision regarding English contained in the disclosure and **SIGN** below.
5. Licensee: Retain a copy for your files for at least 6 years. Landlord/Owner: Retain a copy for your files. This disclosure does not act as or constitute a waiver, disclaimer or limitation of liability.

THIS FORM WAS COMPLETED WITH THE ASSISTANCE OF:

_____	_____
Licensee Name	Name of Brokerage/Business
_____	_____
Address	Phone Number

DISCLOSURE:

_____ told me that he/she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.
(Name)

Rule 10-2.1(b) of the Rules Regulating the Florida Bar defines a paralegal as a person who works under the supervision of a member of the Florida Bar and who performs specifically delegated substantive legal work for which a member of the Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals.

_____ informed me that he/she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.
(Name)

_____ told me that he/she may only help me type the factual information provided by me in writing into the blanks on the form.
(Name)

_____ may not help me fill in the form and may not complete the form for me.
(Name)

If using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in the blanks on the form and may also tell me how to file the form.
(Name)

Landlord/Owner:

_____ I can read English.

_____ I cannot read English but this notice was read to me by

_____ in _____ which I understand.
(Name) (Language)

(Licensee Signature) (Landlord Signature)

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

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Notice from Landlord to Tenant-Termination for Failure to Pay Rent



To: _____
Tenant's Name

Address

City, State, Zip Code

From: _____

Date: _____

You are hereby notified that you are indebted to me in the sum of \$ _____ for the rent and use of
(insert amount owed by Tenant)
the premises located at _____, Florida, now occupied by you and that
(insert address of premises, including county)

I demand payment of the rent or possession of the premises within three days (excluding Saturday, Sunday and legal holidays) from the date of delivery of this notice to-wit: on or before the ____ day of _____, 20____.
(insert the date which is three days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday and legal holidays)

Signature

Name of Landlord/Property Manager
(circle one)

Address (street address where Tenant can deliver rent)

City, State, Zip Code

Phone Number

_____ Hand delivered on _____

_____ Posted on _____

Approved for use under Rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name:
Address:
Telephone Number:

NOTE: This notice may be delivered by mail or by delivering a copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy thereof at the dwelling unit.

If the Tenant fails to pay rent when due and the default continues for three (3) days (excluding Saturday, Sunday, and legal holidays) after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. This written demand is a prerequisite to an action to evict the Tenant or recover past due rent. Your written rental agreement may have allowed for a longer period than three days and should be reviewed.

SOURCE: Section 83.56(3) and (4), Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.