

Fee and Cost Summary
Uncontested Residential Eviction for Possession Only
Non-payment of Rent
(This fee does not include an action for damages or attorney's fees)

FEES: \$595.00

The Fees Only Include:

- Receipt and Review Lease and 3 Day Notice
- Draft One Count Complaint for Possession Only No Damages or Attorney's Fees
- Draft Eviction Summons
- Draft Certificate of Mailing
- Prepare documents to be filed, call service processor and file complaint
- Receipt and Review Return of Service
- Calendar Time for Response/Answer
- Check with Clerk of the Court for Response/Answer
- Draft Motion for Default and Default by Clerk
- Draft Final Judgment for Possession
- Draft Writ of Possession
- Prepare and file Documents with Clerk & Sheriff

Additional Defendant(s) \$175.00 each

(You must include all tenants with a lease (oral or written) you are evicting.)

All other services billed at the hourly rate of \$250.00 per hour.

COSTS:

Clerk of the Court Filing Fee	\$185.00
Issue Summons (per defendant)	\$10.00
Service of Process Fee (Regular Service)	\$40.00
Sheriff's Office Service of Writ Fee	<u>\$90.00</u>
	\$325.00

Additional Defendant(s) for each

Issue Summons (\$10.00 each additional tenant)	\$10.00
Service of Process Fee (each additional tenant)	<u>\$40.00</u>

\$50.00

Total Single Defendant **\$920.00**

Each Additional Tenant **\$225.00**

**THIS FEE DOES NOT INCLUDE TELEPHONE CALLS AND CLIENT UPDATES OR ANY
OTHER SERVICES all other services billed at the hourly rate of \$250.00 per hour**

Additional Services:

Prepare 3-Day Notice	\$75.00
(If your notice is defective we can not proceed with the eviction until the defect is corrected.)	
Have 3-Day Notice Served	\$25.00 plus costs of \$40.00
Prepare <u>Standard</u> Residential Lease	\$250.00
Prepare Notice of Intent to Impose Claim Against Security Deposit	\$125.00 plus cost of Mailing
All other services	\$250.00 per hour

A note regarding damages. A suit for possession only does not include a claim for unpaid rent (past or future), attorney's fees or damage to the property. Before going forward you should decide whether or not it is beneficial for you to pursue your damages claim. You must balance the time and cost of obtaining a judgment against the collectability of the tenant(s).

General Outline of an Uncontested Eviction for Non-payment of Rent

Rather than calling or sending me an email and being billed at my rate of \$250 per hour (\$25 for every 6 minute increment - a 7 minute phone call will cost you \$50) I have prepared this outline of an Uncontested Residential Eviction for Non-payment of Rent. It is complete and should answer all of your questions. You can also follow your case on the courts website. If you have questions or issues that are not covered by this outline you should call.

If your property is located in Manatee County: go to <http://www.manateeclerk.com/>; click the button on the left side of the page "Court Records"; this will take you to the next page, click the button at the top "Public Access to Court Records"; you can search by your name (name of your company), the name of the tenant(s) or by the Case Number; scroll until you find the case (Case Number - 41 xxxx (year) CC xxxxxx; Case Type - County Civil; Disposition - Open).

If your property is located in Sarasota County: go to <http://www.sarasotaclerk.com/>; just under the photo at the top of the page place your cursor on "ONLINE SERVICES"; a box will appear, second from the top is "Civil Cases & Traffic Infractions" click on this box; this will open a new page, toward the bottom you will see;

"Click Here to Acknowledge the Disclaimer and Search the Civil,
Traffic Infractions and Marriage License Database"

Click on this acknowledgment and a new page will open; you can search by your name (name of your company), the name of the tenant(s) or by the Case Number; scroll until you find the case.

If you have questions or issues please call, but be aware that you will be billed at our hourly rate above that of the flat fee you paid. If the tenant surrenders the property (gives you the keys and tells you they are out) call us immediately as this may save you time and money.

What to Expect as We Prosecute Your Case **Answers to Frequently Asked Question**

1. Prepare and serve the 3-Day Notice. Before filing a Complaint to recover possession, a 3-Day Notice must be served on the tenant(s). This notice demands, within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date of delivery of the notice, either: (1) payment of past-due rent only (no damages, attorneys' fees, costs, late fees, or interest); or, (2) possession of the premises. Service should be effectuated via hand delivery to the

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tenant or leaving a copy on the premises. If you mail the notice or demand the rent be paid by mail 5 days must be added (it is highly recommended you not use this method).

2. File the Complaint for Possession and Damages. Once the 3-Day Notice expires, we will file the Complaint for Possession (Eviction), and serve it on the tenant(s) via private process server.

(The following (3. a-d) are NOT included in flat fee agreement, if the tenant files a response or makes a deposit with the court it will be considered a contested eviction. You will be required to make an additional attorney's fee deposit and incur additional attorney's fees for the contested eviction at our hourly rate.)

3. Responses to Complaint. The tenant(s) has five (5) days after the date of service to respond to the Complaint. The tenant(s) can respond only in the following ways:

a. Answer the Complaint. The tenant(s) may file an Answer to the Complaint, which may include Affirmative Defenses and/or Counterclaims.

b. Deposit rent into the registry of the court. If the tenant(s) interposes any defense other than payment of rent the tenant(s) must deposit with the clerk of the court any and all rent which has accrued, or file a Motion to Determine Rent.

c. Motion to Determine Rent. The tenant(s) may file a Motion to Determine Rent, in which case an evidentiary hearing must be held to determine the amount of rent currently due and owing by the tenant(s).

d. Default. If the tenant(s) fails to make the required deposit or file a Motion to Determine Rent we will file a Motion for Default by the Court pursuant to Florida Statute §83.60.

4. Motion for Clerk's Default. If the tenant(s) does not file response to the Complaint within the allotted time (5 days excluding Saturdays, Sundays, and legal holidays) we will file a Motion for Clerk's Default. The Clerk of Court will issue a Default.

5. Final Judgment. Once we obtain the Clerk's Default we will send to the Judge our proposed Final Judgment. The Judge should sign the Final Judgment and forward it to the Clerk of the Court. The Final Judgment for Possession will direct the Clerk of the Court to issue a Writ of Possession.

6. Writ of Possession. The Writ of Possession will be issued by the Clerk of Court as directed by the Judge in the Final Judgment. The Writ will command the Sheriff to put the landlord in possession of the property after 24 hours' notice. The Writ must be served by the Sheriff. The fee is included in the Fee and Cost Summary. The Sheriff will post the notice conspicuously on the premises (generally on the front door). The day the Writ is posted is not counted in the 24 hour time

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period. The 24 hour time period will begin to run at midnight the day it is posted. The Sheriff's Deputy will usually call **you** the day the Writ is posted to schedule to meet with you at the property in order to put you in possession of the property. All inquiries as to the status of the Writ of Possession once it has been issued and delivered to the Sheriff should be directed to the Sheriff's Office.

7. Possession. You will meet the Sheriff's Deputy at the property and bring with you a locksmith (you should change the locks) and the means (your friends, family and large trash bags) to remove the tenant(s) personal property. The Sheriff's Deputy will remove persons from the premises and you will remove the tenant(s) personal property by moving it to the curb closest to the property. Any vehicles can be towed away as illegally parked on your property. You are not allowed to hold a "Garage Sale" or otherwise sell or profit off of the tenant(s) property.

(The following (8) is NOT included in flat fee agreement. We will prepare the document for you for the fee described in the Fee and Cost Summary.)

8. Deposit. If the tenant(s) gave you a deposit you **must** give the tenant(s) notice if you intend to impose a claim on the security deposit. If you do not intend to impose a claim on the security deposit you have 15 days to return the security deposit together with interest if required. If you intend to impose a claim on the security deposit you have 30 days to give the tenant written notice **by certified mail** to the tenant's last known mailing address of your intention to impose a claim on the deposit and the reason for imposing the claim.

If you fail to give the required notice within the 30-day period, you forfeit the right to impose a claim upon their security deposit. You will have to give the tenant(s) back their security deposit or they can sue you, get their deposit back and you may have to pay their attorney's fees.

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