

# 3-DAY NOTICES

## ***Why do we have to give tenants 3-Day Notices when they don't pay their rent?***

Florida law states that a landlord may evict a tenant for non-payment of rent ONLY IF: (1) the tenant fails to pay rent when due, (2) the landlord gives the tenant a written demand for payment of the overdue rent, and (3) the tenant fails to pay rent within 3 days (excluding Saturdays, Sundays, and legal holidays) of receiving the written notice from the landlord. If a landlord fails to give the proper 3-Day Notice to a delinquent tenant, the landlord may not evict that tenant no matter how much rent is owed or how far behind the tenant may be in paying his or her rent. Florida law also describes what the 3-Day Notice should say, and the 3-Day Notice form provided by attorney Daniel G. Drake conforms to Florida law.

## ***Is it important that 3-Day Notices be accurate?***

A 3-Day Notice is essentially a written request that a delinquent tenant pay all overdue rent, within three days of the service of the 3-Day Notice. If the 3-Day Notice asks that the tenant pay an amount that the tenant does not owe, the 3-Day Notice is defective and the tenant does not have to pay the amount requested (would you pay a bill that states the wrong amount?). If you serve a faulty 3-Day Notice upon a tenant, it is like not serving a 3-Day Notice at all! To fix the problem, the delinquent tenant must be served with a new and correct 3-Day Notice.

## ***What do I have to be careful about when I draft a 3-Day Notice?***

For a 3-Day Notice to be legally enforceable, the following items must be accurate:

1. the resident's name(s);
2. the resident's address;
3. the amount of rent owed; and
4. the date the tenant's three days to pay are up.

Regarding residents' names, a 3-Day Notice should be addressed to all persons who have signed the lease for a particular apartment. Each person signing

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

on a lease (even if several people sign the same lease) has a legal responsibility to pay the rent. Therefore, a 3-Day Notice directed to an apartment where more than one person has signed the lease should contain the name of every person who has

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. **Drake & Associates** – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

signed the lease.

If there are adults living in an apartment who have not signed the lease, it is not necessary that their names appear on the 3-Day Notice (although you may include them if you wish). Nonetheless, if it becomes necessary to file an eviction suit, all adults should be served with a summons. Therefore, please give your attorney the names and ages of all people living in an apartment if an eviction suit becomes necessary.

### ***How do I calculate the proper amount of rent?***

As stated above, a 3-Day Notice is a written request that a delinquent tenant pay all overdue rent, within three days. Since a tenant can challenge a faulty 3-Day Notice, it is essential that all 3-Day Notices be accurate. Depending on how your lease is drafted, the following items may or may not be rent:

1. basic monthly rent
2. late fees
3. rental for washers and dryers
4. garages or extra storage
5. water

First, basic monthly rent will *always* be "rent" and should *always* be used in calculating a 3-Day Notice.

Second, late fees (either fixed fees or per-day fees) are generally, but not necessarily, rent. You must examine the terms of the lease used by your apartment community. Most leases have a paragraph that is specifically titled "late fees." If that paragraph specifically states that a late rent fee is *additional rent*, shall be *deemed rent*, or has similar language designating the late fee as rent, then late rent fees should be added to your calculations on 3-Day Notices. If the "late fees" paragraph *does not* specifically address whether late fees are considered rent, then review your lease to see if there is a paragraph or clause that states that "all amounts that become due under this lease shall be deemed additional rent" (or some similar language). This is considered a "catch all" clause and practically any charge or fee a tenant becomes liable for under the lease can be considered rent and added to the 3-Day Notice. If your lease does not state that late fees are considered additional rent and there is no "catch all" clause in the lease, then you cannot

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

consider late fees when calculating the amount to put in the 3-Day Notice.

To determine whether washer and dryer rental, garage or storage space rental, or water fees should be included in a 3-Day Notice, you must use the same analysis as you would for late fees. Is there a specific statement in the lease that deems the washer and dryer rental, garage/storage space rental, or water fees as rent? If not, is there a "catch-all" clause in the lease? Only if the lease specifically states that a particular fee or charge is "rent" or if there is a "catch-all" clause in the lease can you include non-base-rent items in the 3-Day Notice, because 3-Day Notices are for rent items only! This does not mean that you cannot collect from a tenant for non-rent items; it only means that you cannot include such debts in calculating 3-Day Notices. If an eviction suit is filed for non-payment of rent, your attorney can pursue non-rent items of debt as well as all unpaid rent.

With today's complex leases, some tenants can have many different fees and charges due each month. When a tenant becomes delinquent in the payment of rent, please check his or her lease, your office file, and your office computer system carefully to ensure that the payment history is accurate and that you are thoroughly familiar with all items of rent that are due.

### ***What if a tenant pays with a bad check?***

If a tenant pays with a bad check, it is like *not paying rent at all!* A 3-Day Notice should be sent to the tenant immediately. In addition to rent, the tenant will likely owe late fees for not fully paying his or her rent on time. Plus, under Florida law, you can charge the tenant a "returned check fee" (a \$25.00 fee if the face value of the bad check does not exceed \$50; a \$30 fee if the face value of the bad check exceeds \$50 but does not exceed \$300; and a \$40 fee if the face value of the bad check exceeds \$300, or an amount of up to 5 percent of the face amount of the check, whichever is greater).

Please note that your apartment community's lease may state a different amount as a fee or penalty for a tenant passing a bad check. As with other types of fees or charges, you must examine the lease to determine whether a bad check charge is specifically deemed as rent or if there is a "catch-all" rent clause in the lease (discussed in section 4 above). If your lease *does not* state that a bad check charge shall be "additional rent" or if there is no "catch-all" clause in the lease, then *do not* include the bad check charge on the 3-Day Notice. Of course, you must still include the unpaid rent on the 3-Day Notice.

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

### ***Calculating the proper days for a 3-Day Notice.***

When calculating the three days for a 3-Day Notice, Florida law states that Saturdays, Sundays, and legal holidays must be excluded. Also, do not count the day you serve the 3-Day Notice. Therefore, if you serve a 3-Day Notice on a Monday, the next day (Tuesday) is the first day, Wednesday is the second day, and Thursday is the third and final day. If you serve a 3-Day Notice on a Wednesday, then the next day (Thursday) is the first day, Friday is the second day, *exclude Saturday and Sunday*, and the following Monday is the third and final day. If you serve a 3-Day Notice on a Friday, you do not begin counting days until the following Monday, which is the first day. The next day, Tuesday, is the second day, and Wednesday is the third and final day. Last, if you serve a 3-Day Notice on a Saturday or a Sunday, you *do not* begin counting the three days until the following Monday, which will be the first day. Tuesday will then be the second day, and Wednesday will be the third and final day. If any one of the three days is a legal holiday, *do not count that day*. If the third day is a legal holiday, then the tenant's three days does not expire until midnight of the next day that is *not* a holiday and is *also not* a Saturday or a Sunday.

Remember, if the third day falls on a Saturday, Sunday, or legal holiday, the 3-Day Notice *does not* expire until midnight of the next day that is a *non-holiday weekday*. Also, if any one or more of the three days is a Saturday, Sunday, or legal holiday, do not count that day (or those days) in the calculation of the tenant's three days to pay.

What constitutes a legal holiday is a matter of state law and, in some instances, a matter of the county or jurisdiction your community in which your community is located. If you have any question as to whether a certain holiday is considered a "legal holiday," please contact your attorney.

Last, a tenant's right to pay rent when served a 3-Day Notice ends at midnight on the third day, not close of business. Most apartment communities have a drop box that tenants can access at night. It is not unusual for a tenant who has been served a 3-Day Notice to deposit his or her rent check into the drop box sometime during the night on the third day. Unless you (or one of your staff members) can attest in court that the delinquent tenant's rent was delivered *after* midnight on the third day, it is the much better practice to assume the rent was paid

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

on time (before midnight).

### ***Delivery of the 3-Day Notice.***

Florida law states that *all* 3-Day Notices must be provided to delinquent tenants by either (1) mailing the notice to the tenant, (2) personally delivering the notice to the tenant, or, if the tenant is not at home, by leaving the notice at the tenant's apartment.

If you mail a 3-Day Notice, you must add five (5) days to the calculation of when the notice expires. In other words, mailing a 3-Day Notice is like making an "8-Day Notice." Since time is of the essence, personal delivery of the 3-Day Notice is the preferred method so that the three-day time period starts as soon as possible.

As stated above, a 3-Day Notice may be left at a tenant's apartment, but *only* if the tenant is not at home. If the tenant is not at home, the 3-Day Notice may be taped to the door or slid under the door. If the notice is tape or otherwise affixed to the door, care should be taken so that the contents of the 3-Day Notice remains confidential and not visible to nosy neighbors.

When delivering a 3-Day Notice, you should take an original and one copy with you. The notice should already be completely filled out, except for the method of delivery. The original 3-Day Notice should be handed to the tenant, or, if the tenant is not at home, left at the tenant's apartment. You should then immediately fill out the "certification of delivery" section at the bottom of the *copy* of the 3-Day Notice. The "certification of delivery" should state how the 3-Day Notice was delivered (directly to the tenant or left at the apartment), to whom it was given if someone was present at the apartment, the time of delivery, and who delivered the notice. If two people delivered the notice, both names should be noted on the copy of the notice. The completed 3-Day Notice should then be placed in the tenant's file.

### ***Waivers / accepting late rent.***

Once a 3-Day Notice has expired and full payment has not been made, your right to evict a delinquent tenant has "fully matured" and you have the right to terminate the tenant's lease and proceed with an eviction action. If you plan to file an eviction action, *then you must not accept rent from the delinquent tenant after the expiration of the 3-Day Notice.* Florida law states that "If [a] landlord accepts

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

rent with actual knowledge of a noncompliance by the tenant (i.e., non-payment of rent) ... the landlord ... waives his or her right to terminate the rental agreement or to bring a civil action" for the non-payment of rent. Therefore, if a delinquent tenant walks into your office after the expiration of a 3-Day Notice, *do not accept the tenant's rent or you will waive your right to proceed with the eviction. This is true regardless of whether you accept full rent or partial rent.*

Of course, just because you may have the legal right to evict a tenant does not mean that an eviction action is appropriate in all circumstances. You may accept a tenant's rent after the expiration of a 3-Day Notice as long as you are aware that you can no longer evict that tenant based on the prior 3-Day Notice. If the tenant fully pays his or her rent, then the matter is settled until rent is due the following month. However, if the tenant wishes to make a partial payment and you accept the partial payment, you can immediately serve the tenant a new 3-Day Notice for the *unpaid portion* of the rent, and the tenant must pay the remainder of the rent within the three days or he/she will be subject to eviction once again.

If you receive a tenant's rent check in your office's drop box *after* the expiration of a 3-Day Notice and you wish to proceed with an eviction action, then the tenant's rent *must* be returned to the tenant. This can be done by (1) calling the tenant and instructing him or her to come to the office to pick up the rent check, (2) delivering the tenant's rent check to the tenant at his or her apartment, or (3) mailing the tenant's rent check to the tenant by certified mail. A sample of the form you can use for this purpose is included in this book. No matter which method of returning the check is utilized, **DOCUMENT YOUR FILE!** It is not uncommon for a tenant to try to get an eviction suit thrown out by claiming that rent was tendered *and* accepted.

If a suit has been filed against a tenant and the tenant notifies you that he or she wants to pay all amounts owed *and* you are willing to keep the tenant as a resident, please direct the tenant to *call the attorney* handling the eviction suit. There will be attorney's fees and court costs that the tenant must pay in order to clear up his account.

## ***Conclusion***

It is the desire of Drake & Associates that all of your evictions proceed without any delays. However, it is up to you to make sure that your 3-Day Notices fully comply with Florida law. If a 3-Day Notice is defective, a new one may have

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*



to be served, which will, of course, result in a delay of several days before eviction proceedings can be initiated. A carefully drafted 3-Day Notice is the best way to prevent delays in the eviction process. Remember, time is of the essence!

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. **Drake & Associates** – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*



**3-DAY NOTICE FOR NONPAYMENT OF RENT**

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Tenant's Name(s)  
\_\_\_\_\_  
Tenant's Street Address  
\_\_\_\_\_  
City, County, State, and Zip

**YOU ARE HEREBY NOTIFIED** that you are indebted to us in the sum of \$ \_\_\_\_\_ for the rent and use of the premises located at \_\_\_\_\_, \_\_\_\_\_ County, Florida, now occupied by you. We hereby demand payment of said rent or possession of said premises within three (3) days from the date of delivery of this notice (excluding the day of delivery, Saturday, Sunday, and legal holidays), to wit: on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If you vacate the premises or are evicted, we will retake possession of the premises for your account pursuant to section 83.595, Florida Statutes. In addition to unpaid rent, late fees, and any damage to the premises, you will be liable for the future rent and late fees until your lease expires, minus any rent we receive from re-renting the premises. If a lawsuit is filed, you may be liable for our attorney's fees and costs.

By: \_\_\_\_\_  
Name Apartment Community  
\_\_\_\_\_  
Title Community Street Address  
\_\_\_\_\_  
Telephone Number City, State, Zip

**CERTIFICATION OF DELIVERY**  
[For Landlord's Use Only]

I HEREBY CERTIFY that a true copy hereof was furnished by:

- ( ) U.S. Mail
- ( ) Personal Delivery to Resident(s)
- ( ) Posting on the Premises in the Absence of the Resident(s)

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. **Drake & Associates** – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

©2010 Form provided by Drake & Associates/Daniel G. Drake, P.A.  
Post Office Box 2327, Brandon, Florida 33509-2327 (813) 662-1536

### **3-DAY NOTICE FOR NONPAYMENT OF RENT**

**TO: MR. AND MRS. ABC**  
Tenant's Name(s)

**DATE: January 30, 2002**

**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address

**EXAMPLE**

**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

**YOU ARE HEREBY NOTIFIED** that you are indebted to us in the sum of **\$895.00** for the rent and use of the premises located at **(1234 ABC ROAD, TAMPA, HILLSBOROUGH COUNTY)** Florida, now occupied by you. I hereby demand payment of said rent or possession of said premises within three (3) days from the date of delivery of this notice (excluding the day of delivery, Saturday, Sunday, and legal holidays), to wit: on or before the **4TH** day of **FEBRUARY 2002.**

If you vacate the premises or are evicted, we will retake possession of the premises for your account pursuant to section 83.595, Florida Statutes. In addition to unpaid rent, late fees, and any damage to the premises, you will be liable for the future rent and late fees until your lease expires, minus any rent we receive from re-renting the premises. If a lawsuit is filed, you may be liable for our attorney's fees and costs.

By: **JENNIFER GOOD GIRL**  
Name

**HAPPY PLACES APARTMENTS**  
Apartment Community

**ASSISTANT MANAGER**  
Title

**1234 ABC ROAD**  
Community Street Address

**(813) 555-1212**  
Telephone Number

**TAMPA, FLORIDA 33600**  
City, State, Zip

#### **CERTIFICATION OF DELIVERY** **[For Landlord's Use Only]**

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

I HEREBY CERTIFY that a true copy hereof was furnished by:

- ( ) U.S. Mail
- ( ) Personal Delivery to Resident(s)
- ( ) Posting on the Premises in the Absence of the Resident(s)

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

©2010 Form provided by Drake & Associates/Daniel G. Drake, P.A.  
Post Office Box 2327, Brandon, Florida 33509-2327 (813) 662-1536

**3-DAY NOTICE TO PAY RENT OR VACATE (SECTION 8)**

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 Tenant's Name(s)  
 \_\_\_\_\_  
 Tenant's Street Address  
 \_\_\_\_\_  
 City, County, State, and Zip

**YOU ARE HEREBY ADVISED** that rent for the premises is now due and payable as set forth below:

You are required to either pay the full amount owing to the Landlord or the Landlord's agent named below or vacate the premises within three (3) days from the date of delivery of this notice (excluding the day of delivery, Saturday, Sunday, and legal holidays), to wit: on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

If you do not pay the full amount owing or vacate the premises within by the above date, judicial proceedings will be instituted for your eviction.

Under applicable HUD Regulations, you are hereby notified of your legal rights as follows:

1. You have the right to defend this action in a court of law.
2. You have 10 days to discuss this termination with the landlord. The 10-day period begins on the date this notice is delivered to you.

If you vacate the premises but the term of your rental agreement has not expired, you will be liable for the rent for the balance of the term and other costs as provided by law.

Rent for: _____	\$ _____
Late charges _____	\$ _____
Back due balance _____	\$ _____

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

Notice Fee \$ \_\_\_\_\_  
TOTAL DUE \$ \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title Apartment Community  
\_\_\_\_\_  
Community Address Telephone Number

**CERTIFICATION OF DELIVERY**  
**[For Landlord's Use Only]**

I HEREBY CERTIFY that a true copy hereof was furnished by:

- U.S. Mail
- Personal Delivery to Resident(s)
- Posting on the Premises in the Absence of the Resident(s)

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Form provided by Drake & Associates/Daniel G. Drake, P.A.  
Post Office Box 2327, Brandon, Florida 33509-2327 (813) 662-1536

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

**3-DAY NOTICE TO PAY RENT OR VACATE (SECTION 8)**

**TO: MR. AND MRS. ABC**  
Tenant's Name(s)

**DATE: JANUARY 30, 2002**

**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address

**EXAMPLE**

**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

**YOU ARE HEREBY ADVISED** that rent for the premises is now due and payable as set forth below:

You are required to either pay the full amount owing to the Landlord or agent named below within three (3) days, (excluding the day of delivery, Saturday, Sunday, and legal holidays) or in the alternative, to vacate and surrender the premises: to wit: on or before the **4TH** day of **FEBRUARY, 2002.**

If you do not pay the full amount owing or vacate the premises within three (3) days judicial proceedings will be instituted for your eviction.

Under applicable HUD Regulations, you are hereby notified of your legal rights as follows:

1. You have the right to defend this action in a court of law.
2. You have 10 days to discuss this termination with the landlord. The 10-day period begins on the date this notice is delivered to you.

If you vacate the premises but the term of your rental agreement has not expired, you will be liable for the rent for the balance of the term and other costs as provided by law.

Rent for: <b>JANUARY 1, 2002</b>	\$	<u>680.00</u>
Late charges	\$	<u>75.00</u>
Back due balance	\$	<u>0.00</u>
Notice Fee	\$	<u>0.00</u>
<b>TOTAL DUE</b>	<b>\$</b>	<b><u>755.00</u></b>

By: **JENNIFER GOOD GIRL, ASST. MANAGER**  
Name/Title  
**1234 ABC ROAD, TAMPA, FLORIDA 3360**  
Community Address

**HAPPY PLACES APARTMENTS**  
Apartment Community  
**(813) 555-1212**  
Telephone Number

**CERTIFICATION OF DELIVERY**  
[For Landlord's Use Only]

I HEREBY CERTIFY that a true copy hereof was furnished by:  
( ) U.S. Mail

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

- ( ) Personal Delivery to Resident(s)
- ( ) Posting on the Premises in the Absence of the Resident(s)

Delivered by: JENNIFER GOOD GIRL Date: JANUARY 30, 2002 Time: 12:20 P.M.

**NOTICE OF RETURNING FUNDS TO TENANT**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PLEASE BE ADVISED** that the payment made by you and/or placed in our drop-box on \_\_\_\_\_, is insufficient and/or cannot be accepted as you have been turned over to our attorney for eviction proceedings. Accordingly, we are hereby returning to you, your check bearing number \_\_\_\_\_ or money order bearing number \_\_\_\_\_ in the sum of \$ \_\_\_\_\_.

By: \_\_\_\_\_ Landlord  
 Name  
 \_\_\_\_\_ Landlord Street Address  
 Title  
 \_\_\_\_\_ City, State, Zip  
 Telephone Number

**CERTIFICATION OF DELIVERY**

I HEREBY CERTIFY that a true copy hereof was furnished by:

- ( ) U.S. Mail
- ( ) Personal Delivery to Resident(s)
- ( ) Posting on the Premises in the Absence of the Resident(s)

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

**NOTICE OF RETURNING FUNDS TO TENANT**

TO: **MR. AND MRS. ABC**  
Tenant's Name(s)

DATE: **JANUARY 30, 2002**

**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address

**EXAMPLE**

**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

**PLEASE BE ADVISED** that the payment made by you and/or placed in our drop-box on \_\_\_\_\_, is insufficient and/or cannot be accepted as you have been turned over to our attorney for eviction proceedings. Accordingly, we are hereby returning to you, your check bearing number \_\_\_\_\_ or money order bearing number \_\_\_\_\_ in the sum of \$ \_\_\_\_\_.

By: **JENNIFER GOOD GIRL**  
Name  
**ASSISTANT MANAGER**  
Title  
**(813) 555-1212**  
Telephone Number

**HAPPY PLACES APARTMENTS**  
Apartment Community  
**1234 ABC ROAD**  
Community Street Address  
**TAMPA, FLORIDA 33600**  
City, State, Zip

**CERTIFICATION OF DELIVERY**  
[For Landlord's Use Only]

I HEREBY CERTIFY that a true copy hereof was furnished by:

- ( ) U.S. Mail
- ( ) Personal Delivery to Resident(s)
- ( ) Posting on the Premises in the Absence of the Resident(s)

Delivered by: **JENNIFER GOOD GIRL** Date: **JANUARY 30, 2002** Time: **12:20 P.M.**

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*