

---

# Florida 3-Day Notice to Pay or Vacate

Florida eviction notice for non-payment of rent per Florida Statutes Section 83.56(3). Not a substitute for legal advice.

---

## THREE-DAY NOTICE TO PAY RENT OR VACATE

(Pursuant to Florida Statutes Section 83.56(3))

Date of Notice: [Date of Notice]

### 1. Notice to Tenant

TO: John A. Smith and all other occupants  
AND ALL OTHER OCCUPANTS

RE: Premises located at 789 Ocean Blvd, Unit 4B, Fort Lauderdale, FL 33301

YOU ARE HEREBY NOTIFIED that you are indebted to the undersigned landlord in the amount of \$1,850 for the rent and use of the premises located at the address listed above, for the rental period from [Rent Period — From Date] through [Rent Period — To Date], and that the landlord demands payment of the rent or possession of the premises within THREE (3) DAYS (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice.

Breakdown of amounts owed:

- Rent due: \$1,800
- Late fees: \$50
- Total amount due: \$1,850

### 2. Demand for Payment or Possession

DEMAND IS HEREBY MADE that you either:

- (a) PAY the total amount due of \$1,850 in full within three (3) business days of the delivery of this notice;  
OR
- (b) VACATE the premises and surrender possession to the landlord within three (3) business days of the delivery of this notice.

---

Payment instructions:

Pay by check or money order made payable to Doe Properties LLC and deliver to 123 Palm Drive, Miami, FL 33101

Pursuant to Florida Statutes Section 83.56(3), if you do not pay the total amount due or vacate the premises within three (3) business days after delivery of this notice, the landlord will institute legal proceedings to recover possession of the premises and the rent due, which may result in a judgment being entered against you including attorney's fees and court costs.

### **3. Legal Notice**

PLEASE BE ADVISED OF THE FOLLOWING:

1. The three (3) day period does NOT include Saturdays, Sundays, or legal holidays. The three-day period begins the day after delivery of this notice.
2. Under Florida law, the landlord is required to accept full payment of rent and applicable late fees within the three-day period, provided payment is made before the landlord has filed an eviction action with the court.
3. If you fail to comply with this notice, the landlord may file an eviction action (also known as an action for possession) in the county court where the rental property is located.
4. If an eviction action is filed, you will be served with a summons and complaint and will have five (5) business days to file a written defense with the court, along with the rent amount claimed to be owed into the court registry.
5. You have the right to seek legal counsel. If you cannot afford an attorney, you may contact the local legal aid office for assistance.
6. This notice does not waive any other rights or remedies available to the landlord under the lease agreement or Florida law.

### **4. Statutory Requirements**

This notice is issued in accordance with Florida Statutes Section 83.56(3), which provides:

"When the tenant is in default for nonpayment of rent, the landlord may serve a written notice on the tenant requiring the tenant to either pay the rent within 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of the notice or to vacate the premises."

This notice may be delivered by:

- 
- (a) Mailing the notice to the tenant at the rental property address;
  - (b) Delivering the notice personally to the tenant;
  - (c) Leaving the notice at the rental property in a conspicuous place (such as posting on the front door), if personal delivery is not possible.

Pursuant to Florida Statutes Section 83.56(4), delivery of this notice shall be by mailing to the tenant at the address of the rental property or by delivery to the tenant at the rental property. If the notice is mailed, it is deemed delivered on the date of mailing.

**5. Service of Notice**

This notice was served on the tenant by the following method:

- Personal delivery to the tenant
- Posted on the front door of the premises
- Mailed to the tenant at the rental property address via certified mail
- Mailed to the tenant at the rental property address via first-class mail

Date of service: [Date of Notice]

Time of service: \_\_\_\_\_

Name of person serving notice: \_\_\_\_\_

Description of person served (if personally delivered): \_\_\_\_\_

**6. Landlord Certification**

I, the undersigned, certify that I am the landlord or an authorized agent of the landlord for the rental property located at 789 Ocean Blvd, Unit 4B, Fort Lauderdale, FL 33301.

I certify that the tenant identified above is currently in default for non-payment of rent for the period specified above, and that the total amount claimed to be due is accurate to the best of my knowledge.

I understand that this notice must be properly served in accordance with Florida law, and that improper service may render this notice invalid.

Landlord: Jane Doe / Doe Properties LLC  
Address: 123 Palm Drive, Miami, FL 33101  
Phone: (305) 555-0123

---

## **SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

### **Landlord**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_