

IN THE COUNTY COURT, IN AND FOR
VOLUSIA COUNTY, FLORIDA

CASE NO.: _____

Plaintiff,
Vs.

Defendant

MOTION TO STRIKE

Defendant

COMES NOW the Plaintiff and moves this Court to Strike the Answer of Defendant, and in support of his Motion states as follows:

The Defenses contained in Defendant's Answer fail to state a defense, legal or equitable, to Plaintiff's complaint to Remove Tenant, more particularly:

- a. This is an action for possession of real property as authorized and governed by Chapter 83 of the Florida Statutes.
- b. The Defendant's Defenses do not allege that the Defendant paid or tendered payment of the amount of rent when due or within three (3) days after delivery of written demand for rent or possession by the Plaintiff as provided by Florida Statutes 83.56(3)
- c. The Defendant's Defenses do not allege that the Plaintiff accepted, or agreed to accept, payment of rent at any time after expiration of the three (3) day period contemplated by Florida Statutes 83.56(3)
- d. The Plaintiff has terminated the rental agreement in accordance with Florida Statutes 83.56(3) and is entitled to possession of the premises as provided by Florida Statutes 83.56.
- e. Defendants have not deposited the rent alleged to be due into the registry of the court.
- f. The Defendants failed to supply any documentation showing that the stated rent is in error. This is required by Florida Statutes 83.60(2) If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required.

I HEREBY CERTIFY that a copy of the foregoing has been sent by U.S. MAIL to _____ (Defendant), at _____, this _____ day of _____, _____.

Plaintiff

Address