

The Florida Landlord's Cash-In-Lieu-Of Eviction Kit

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The Florida Landlord's Cash-In-Lieu-Of Eviction Kit is divided into six parts. In Part One, you'll get the lowdown on why you should use the cash-in-lieu-of eviction strategy, and how it actually works. Part Two covers how to prepare and serve tenants with eviction notices in person. In Part Three, you'll learn how to use the cash-in-lieu-of eviction strategy, to get nonpaying tenants to move away. In Part Four, you'll get detailed, step-by-step instructions, on how to make a cash-in-lieu-of eviction offer, to problem tenants, who are in noncompliance with the provisions of their rental agreement. In Part Five, you'll learn how the cash-in-lieu-of eviction strategy can be used, to motivate troublemaker tenants to move out, after they've received a seven day notice, terminating their rental agreement. Part Six, is where you'll find all of the notices, letters and forms that are contained in this kit, in Microsoft Word format, which allows you to customize them to fit your own needs.

Part One: How the Cash-In-Lieu-Of Eviction Strategy Works

Nowadays, when most do-it-yourself residential landlords in Florida have a nonpaying or troublemaker tenant, who needs to be removed from their rental property, they automatically assume that eviction is their only option. And they run down to their county clerk of the courts' office and file an eviction lawsuit, without first considering any other alternatives, such as paying problem tenants cash-in-lieu-of evicting them. In today's real estate lexicon, this type of monetary incentive is known, as "cash-for-keys." Cash-for-keys has been widely used by mortgage lenders throughout the state of Florida, as a way to persuade homeowners, who've had their loans foreclosed on, to move out without destroying their former home. And now I've taken the cash-for-keys concept, which I've been using for the past twenty plus years as a landlord, and modified into the cash-in-lieu-of eviction strategy, that you're going to learn about here. It's a cheaper, faster, and less stressful alternative, to filing a costly, time consuming and aggravating eviction lawsuit. And best of all, the cash-in-lieu-of eviction strategy, provides landlords, with a legal and ethical way to expedite the problem tenant removal process, without having to go through the cumbersome Florida court system. This way, you're not at the mercy of some smart-aleck tenant-friendly county court judge, who's more concerned about clearing their court docket of cases, than dispensing justice in a fair and even-handed manner!

Florida Has Strict Eviction Procedures That Landlords Must Follow to the Letter

The Florida Statutes contain very strict procedures, which landlords must follow right down to the letter, when evicting a residential tenant. This means that just one slip-up, during any part of the cumbersome eviction process, can result in the eviction lawsuit, being tossed out of county court, by an unsympathetic judge. And when this happens, a landlord usually has no choice, but to start all over again, and refile their lawsuit, to include, paying filing and service of process fees. This results in the landlord paying twice, to evict the same tenant. For example, an eviction lawsuit to remove two tenants and regain possession of the premises, which should've cost a landlord \$402 in fees, now costs \$732. Needless to say, this isn't exactly the cheapest or fastest way, to get rid of undesirable tenants. However, when you pay tenants cash-in-lieu-of evicting them, you, and not some tenant-friendly county court judge, are in total control of the tenant removal process.

The Cost to File a Residential Eviction Lawsuit in Florida Has Skyrocketed

The 2008 session of the Florida Legislature, in its infinite wisdom, decided to sock it to landlords, by increasing the eviction lawsuit filing fee from \$80, to an astronomical \$270, and tacking on a \$10

summons issuance fee! Now, thanks to the nitwits in Tallahassee, it'll cost a do-it-yourself landlord, a minimum of \$402, in order to evict two tenants, and regain possession of their rental property. Keep this in mind, the next time you step into a voting booth, to choose a candidate for the state legislature. The current county court eviction lawsuit filing fees, and county sheriff levy and service of process fees, are as follows:

- 1. Eviction lawsuit filing fee:** \$270.
- 2. Summons issuance fee:** \$10 per tenant-defendant.
- 3. Summons service of process fee:** \$20 per tenant-defendant.
- 4. Writ of Possession issuance fee:** \$2.
- 5. Writ of Possession levy and service of process fee:** \$70.

Cash-In-Lieu-Of Eviction Isn't too Popular among Florida's Eviction Attorneys

As far as I'm concerned, most--more than fifty-one percent--of all the practicing attorneys in the state of Florida, are about as useful, as a roll of wet toilet paper! As I see it, there are two very distinct types of attorneys, in Florida. First off, there's a relatively small percentage, of what I call, "real attorneys," these are courtroom litigators, who know how to think on their feet and engage in a battle of legal wits, with attorneys, judges and witnesses. And then there's the vast majority, which consists of ambulance-chasing, price-gouging, form-filling, paper-pushing legal wimps, who hideout in their law offices, and almost never set foot in a courtroom, to try a case. Most of the eviction attorneys that I've encountered, in Florida, fall into the later category. And you had better believe, that the landlord strategy, of paying problem tenants, cash-in-lieu-of evicting them, that I'm writing about here, isn't a very popular concept, among Florida's residential eviction attorneys! That's because, when a tenant accepts cash-in-lieu-of-eviction, there's no need, whatsoever, for a landlord to hire the services of an attorney, which is exactly why it's never brought up, during eviction discussions between landlords and attorneys. In fact, you'd be hard pressed, to get one to even utter the term, "cash-in-lieu-of eviction," in public.

Eviction Lawsuits are a Losing Proposition for Do-It-Yourself Landlords

Eviction lawsuits are a losing proposition for do-it-yourself landlords. First off, they're costly and time consuming. Secondly, most small landlords have fulltime jobs, so they have to take off from work, and go traipsing down to their county's clerk of the court's office, in order to file an eviction lawsuit. And if the tenant decides to play hardball, and contest the eviction, they'll have to schedule a hearing and appear in court, which requires more time away from their job. In the meantime, the mortgage meter is running, the tenant hasn't moved, and the rental property isn't generating any income. Once the tenant is finally evicted, the landlord has to go through the expensive and time consuming process, of putting the property into a rent-ready condition. And to make matters worse, all of the costs associated with an eviction lawsuit, to include lost rental income, can never be fully recuperated. Lastly, there's the overlooked, but potentially harmful stress and tension, which landlords are under during the entire eviction process. Now I don't know how you're wired, but I'll be damned if I'm going to let some problem tenant, stress me out to the point, where I'm on the verge of having a massive heart attack! I'd much rather pay them to move, than risk my health, and possibly end up being bankrupted by catastrophic medical expenses.

Eviction should Always be a Landlord's Action of Last Resort

Most residential landlords in Florida today, have an eviction first mindset. And that's because, they've been sort of brainwashed, by the residential rental property management industry, and eviction attorneys, into thinking that eviction is the only viable option available to them, to get rid of problem tenants. Make no mistake about it; I'm one-hundred percent in favor of using the eviction process, to

remove hardcore deadbeat and problem tenants. But I think that it should only be used as a last resort, after all other alternative methods, of expeditious tenant removal, have been tried. And as you'll soon learn, the most effective way, to motivate nonpaying and troublesome tenants to go away, is by paying them to do so!

Have Solid Grounds for Eviction before Making a Cash-in-Lieu-of-Eviction Offer

The biggest mistake that any landlord could ever make, when using the cash-in-lieu-of eviction strategy, is to offer it to a tenant, when there aren't any solid grounds for eviction. In other words, if you can't prove your eviction case in county civil court, in front of a tenant-friendly judge, don't offer a tenant cash-in-lieu-of eviction, until you have enough verifiable proof, to win your lawsuit. Let me put it to you this way, if a tenant refuses your cash-in-lieu-of eviction offer, and you have insufficient evidence to file an eviction lawsuit, you'll have zero, I repeat zero leverage, which you can use, to persuade the wayward tenant to move! And you can bet the farm, from that point on; the tenant will do everything in his or her power, to make your life as a landlord, a living hell on earth.

Stress the Dire Long-Term Consequences of Eviction to Your Problem Tenants

The very first step that you must take, when using the cash-in-lieu-of eviction strategy, is to give your problem tenants, a wake-up call, as to the dire, long-term consequences of eviction. That's because, many troublemaker and deadbeat tenants, rarely think about the ramifications of being evicted. They generally live their lives, on a day-to-day basis, with little or no concern about the future. And that's why; you need to paint a dark picture, which reinforces the adverse effect that eviction will have, on a tenant's future life. In your letters and during face-to-face negotiations with problem tenants, you must continually stress, how accepting cash-in-lieu-of eviction, is in their best interest, as it allows tenants to move in a dignified manner, while avoiding:

1. The trauma and humiliation of being a defendant in an eviction lawsuit.
2. An eviction lawsuit being recorded in the permanent public records of Hillsborough County Florida.
3. An eviction lawsuit being reported on their *Equifax*, *Experian* and *TransUnion* consumer credit reports, which would adversely impact their credit score and ability to obtain loans and insurance coverage, at market rates.
4. An eviction lawsuit reported to national tenant reporting services, which would have a negative effect, on their ability to meet landlords' tenant qualification standards.
5. A judgment lien for past due rent, damages, court costs and attorney fees, being recorded in the public records of the State of Florida, for five years.

The Best Time to Make a Problem Tenant a Cash-in-Lieu-of-Eviction Offer

The best time to make a deadbeat or troublemaker tenant, a cash-in-lieu-of eviction offer, is the day after a tenant has failed to comply, with a three or seven day notice, within the statutory time period. For example, if you gave a tenant a *Three Day Notice to Pay Rent or Vacate the Premises*, on September 1, 2008, and they failed to comply on or before, September 4, 2008, you would hand deliver a letter to the tenant, on September 5, 2008, outlining your cash-in-lieu-of eviction offer. This let's the tenant know, that the problem they've created, isn't going to go away, until it's resolved, one way or another. And it offers them an acceptable alternative to being evicted, which they can take immediate advantage of.