



June 15, 2021

RE: IMPORTANT EVICTION REVIEW & PROCESSING – For Immediate Review

Dear Valued Client:

We hope this correspondence finds you well and that your families are safe, happy, and healthy. We are writing to alert you about the necessity of preparing proper 3-day or 30-day notices to pay or vacate for nonpayment of rent. A defective nonpayment notice exposes landlords to a dismissal of their eviction case, liability to pay attorney fees and, in all disputed cases, it causes a loss of time and money. In our continued commitment to provide consistent, quality service to all clients, we have determined that review of tenant ledgers for the purpose of preparing accurate nonpayment notices is best done by a properly trained site staff member. Each site has its own internal coding practices, procedures and accounting software and policies. Therefore, a site staff member, properly trained to discern each ledger entry and to determine what is distinctly defined as rent in the lease is ultimately qualified to prepare accurate nonpayment notices. Many clients use our interactive forms for nonpayment scenarios, which will assist in various functions including calculation of the notice period.

Our objective is to get swift results, save you redundant money, and to reduce potential exposure to a claim for prevailing tenant's attorney fees. To this end, we request that the following procedures be implemented onsite when submitting documents for the purpose of filing eviction for non-payment of rent cases:

1. Carefully review your 3-day or 30-day notices to pay or vacate to ensure that **all charges demanded on the notice are properly defined as rent or additional rent in the lease contract** before transmitting a file to our office. A clean, clear, and concise notice, which only lists charges clearly defined as rent, will facilitate a quicker and less expensive eviction. Examples of what is NOT considered additional rent include, but is not limited to, administrative fees, attorney's fees, property damages, violation fines, and security deposits.
2. Provide a written **breakdown** of the charges demanded on the notice. A sample worksheet is attached hereto for your review, reference, and use.

Please remember, including only rent and applicable charges defined as rent on non-payment notices does not waive your right to seek other amounts due and owing which are not considered rent in your lease contracts. However, it will increase the likelihood of a favorable ruling in court and decrease the risk of dismissal or exposure to prevailing party attorney's fees, which can be very expensive and create delays.

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We will proceed with the notice you submit to our offices based on your representation that you have verified all charges on the notice are properly defined as rent or additional rent in the lease. All of the above is of the utmost importance now considering the current judicial backlog in eviction cases. These necessary steps will allow us to continue to provide you with exceptional service, and most importantly, ensure timely processing of your eviction cases.

As always, our highest priority remains to support you. We value your feedback and welcome any questions or concerns you may have. Best wishes to you and yours for your continued health and prosperity.

Warm Regards,
Your Friends and Legal Support Team at Barfield, McCain, P.A.



Barfield McCain P.A. New Work Request Breakdown of Charges

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Date of New Work Request: _____

Property Name: _____

Tenant Name(s): _____

Notice Served Date: _____

Notice Expiration Date: _____

Amount Demanded on Notice: \$ _____

Monthly Rent Amount: \$ _____

Specific Months Owed: _____

Total Late Fees Due: \$ _____

Total NSF Fees Due: \$ _____

Total Utility/Other Fees Due*: \$ _____

Prior Balance Due: \$ _____

Prior Credit Balance: \$ _____

****The total for utility/other can only contain charges that are properly defined as rent or additional rent in the lease contract. Examples of what is NOT considered additional rent include, but is not limited to, administrative fees, attorney's fees, property damages, violation fines, and security deposits.**

Please be sure to include a copy of the fully executed Three-Day Notice, including the completed certificate of service section, a copy of the current lease agreement and all relevant renewal agreements/letters, including any correspondence pertaining to month-to-month tenancies, a copy of the utility addendum and any other addenda for "additional rent" charges that are included on the Three-Day Notice, and (when available) the social security number and date of birth for all tenants.

Upload new work requests to www.barfieldpa.com or email to evictions@barfieldpa.com

