

How to file a Claim of Lien by a subcontractor on a construction project

Background:

If you are a sub-contractor on a construction project and you are not paid your dispute is with the general contractor not the property owner. But, under certain conditions you can put a lien on the property. If you have a valid claim of lien you could eventually file a lawsuit in Court of foreclose on the property in the event of nonpayment.

THESE INSTRUCTIONS ARE FOR SUBCONTRACTORS WHO DO NOT HAVE A DIRECT CONTRACT WITH THE PROPERTY OWNER.

Pro-Tip: Final Contractor's Affidavit Recording a Claim of Lien in the Public Record is a strategy that can be most effective where the construction work is being financed with a bank loan. If so, the bank probably has previously recorded a mortgage for the property. Bank regulations normally require that mortgage held by a bank have a first priority in the event of foreclosure. A claim of lien recorded under Chapter 713 (such as yours) would have priority of a prior bank mortgage. For that reason the bank might withhold disbursement of funds for the project until the matter is resolved.

Filing a **Claim of Lien** in Florida is a strictly regulated process under **Chapter 713, Florida Statutes**. Because Florida's lien laws are among the most technical in the country, even a small clerical error or a missed deadline can stay or void your right to get paid.

Below is the step-by-step process to record and serve a construction lien.

1. Pre-Requirement: The Notice to Owner (NTO)

Before you can file a lien, you must have preserved your right to do so. [CLICK HERE](#) to download the form.

- **Who needs it:** Any party **not in privity** (not having a direct contract) with the owner—such as subcontractors and suppliers.
- **Deadline:** The NTO must be served on the owner (and usually the general contractor) no later than **45 days** from the date you first furnished labor or materials.
- **Exception:** If you have a direct contract with the property owner, you generally do not need to send an NTO.

2. Prepare the Claim of Lien Form

The document must follow the specific statutory format in **F.S. § 713.08**. It must be **signed and sworn to** (notarized) by the lienor. Key information required includes:

- **Lienor Information:** Your name and address.
- **Labor/Materials:** A description of the work performed or materials provided.
- **Contract Price:** The total value of the work and the amount currently unpaid.
- **Property Description:** A legal description of the property (often found on the Notice of Commencement or via the county property appraiser).
- **Names:** The name of the property owner and the party with whom you contracted.
- **Dates:** The date you first started work and the **last day** you provided labor or materials.

Below is the standard template based on the Florida Statutes.

CLAIM OF LIEN

State of Florida

County of [County where property is located]

*Before me, the undersigned notary public, personally appeared **[Your Name or Authorized Agent]**, who being duly sworn says that in pursuance of a contract with **[Name of person/entity you contracted with]**, lienor furnished labor, services, or materials consisting of **[Brief description of work, e.g., electrical wiring or roofing materials]** on the following described real property in **[County Name]** County, Florida:*

[Insert Legal Description of Property Here – e.g., Lot, Block, Subdivision name]

*owned by **[Name of Property Owner]** of a total value of **[\$[Total Contract Amount]**, of which there remains unpaid **[\$[Amount Still Owed]**, and furnished the first of the items on **[Date of First Work]**, and the last of the items on **[Date of Last Work]**; and (if the lien is claimed by one not in privity with the owner) that the lienor served her or his notice to owner on **[Date NTO was served]**, by **[Method of service, e.g., Certified Mail]**.*

*And, if the lien is claimed by one not in privity with the owner, that the lienor served a copy of the notice on the contractor on **[Date]**, by **[Method]**, and on the subcontractor, **[Name]**, on **[Date]**, by **[Method]**.*

[Lienor's Signature]

[Lienor's Name and Address]

Notary Acknowledgment

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20, by
[Name of person making statement].

(Check one):

Who is personally known to me.

Who produced _____ as identification.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Crucial Filling Instructions

- **Legal Description:** Do **not** just use the street address. Use the legal description (Lot, Block, Subdivision) found on the **Notice of Commencement** or the **County Property Appraiser's** website.
- **The "Last Day":** This date is the "Final Furnishing." It does **not** include warranty work or punch-list repairs. It must be the last day of substantial work.
- **The Math:** Ensure the "Unpaid" amount is accurate. Overstating this amount knowingly can lead to a "Fraudulent Lien" charge, which can result in you paying the owner's attorney fees and losing your lien rights entirely.
- **Recording:** Once signed and notarized, take this to the **Clerk of the Court** in the county where the property sits to have it recorded.

3. Recording the Lien

Once the form is notarized, you must record it in the public records of the county where the property is located.

- **Where:** The Clerk of the Court's office (Recording Department).
- **Deadline:** No later than **90 days** from the final furnishing of labor or materials.

- **Cost:** You must pay the county’s recording fees (typically around \$10 for the first page).

4. Serving the Claim of Lien

After recording, you have a second critical deadline to notify the owner.

- **Deadline:** You must serve a copy of the Claim of Lien on the owner within **15 days** of recording.
- **Method:** It should be sent via **Certified Mail, Return Receipt Requested** or personally delivered. Failing to serve this notice within 15 days can make the lien voidable.

Critical Timeline Summary

Action	Deadline
Notice to Owner (NTO)	Within 45 days of first work/delivery.
Record Claim of Lien	Within 90 days of last work/delivery.
Serve Copy of Lien	Within 15 days of recording.
Enforce (File Lawsuit)	Within 1 year of recording (unless shortened).

[!WARNING]

Shortened Deadlines: If the owner files a **Notice of Contest of Lien**, your 1-year window to file a foreclosure lawsuit drops to just **60 days**. If you receive a **Summons to Show Cause**, you may have only **20 days** to respond.

Pro-Tip: Final Contractor’s Affidavit

If you are the General Contractor (in a direct contract with the owner), you must also deliver a Final Contractor’s Affidavit to the owner at least 5 days before filing a lawsuit to foreclose the lien. This affidavit confirms that all subcontractors and suppliers have been paid.