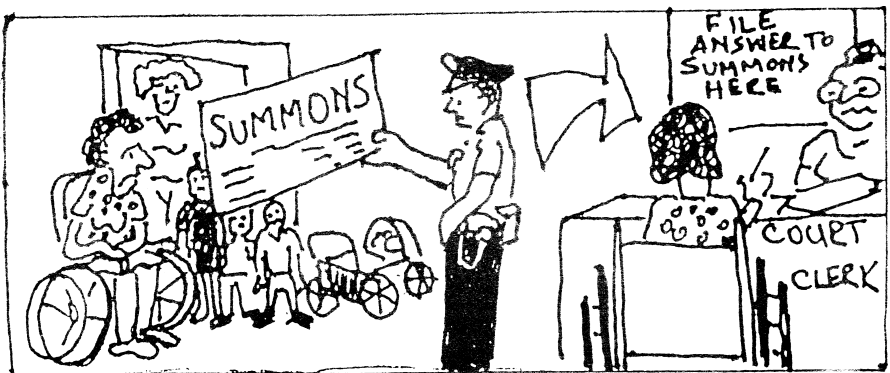


KNOW YOUR RIGHTS AS TENANT...



ANNOUNCEMENT:
DON'T LET YOUR LANDLORD LOCK YOU OUT
OR
TURN OFF YOUR UTILITIES!

Florida Statute §83.67 makes it illegal for a landlord to shut off your utilities, padlock your door, or remove your doors or windows from your apartment in an attempt to remove you. If your landlord does any of these things, you can sue your landlord in Small Claims Court. If a court finds that your landlord did any of the things listed above it will order the landlord to pay you for your losses or pay you three (3) month's rent, whichever is more, plus your costs and attorney's fees.

Also, if your landlord does any of the above things, or if (s)he directly or indirectly causes any interruption of your utility service (water, gas, electric, heat, light or refrigeration), you may also be able to get an injunction (an order from the court) against the landlord to have the utility services restored. This can be done even where the landlord simply calls the utility company and tells it to cancel service to the rental unit.

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I. INTRODUCTION

This pamphlet is not intended to take the place of legal advice. It is designed to inform you of a tenant's **rights** and **responsibilities**. It is also designed to help you handle problems on your own or with other tenants when you can't get a lawyer.

II. WHO IS PROTECTED BY THE LAW?

Almost everyone who rents housing or who lives in housing provided by an employer has rights under the Florida Residential Landlord and Tenant Act. The Act also covers **farm workers** who live in any type of **grower** or **crew leader-owned labor camp, trailer park, or other housing**.

If you own your trailer or mobile home and just rent a lot, you still have legal rights, but under a different law.

III. THE "RENTAL AGREEMENT"---IT DOESN'T HAVE TO BE IN WRITING!

When you move into rental or employer-run housing, you are making a "rental agreement" with the landlord. If you get a written lease, then the lease is a "rental agreement". If you don't get anything in writing, then your rental agreement is what you talked about with your landlord before moving in: How much is the rent? How often are you supposed to pay your rent? What is included in the rent (lights, gas, water, etc.)? If you can, it is better to get a written agreement.



OR



The law says that landlords and tenants have certain duties and these duties cannot be ignored no matter what the landlord tells you. For example, it is the landlord's duty to make some kinds or repairs that might be needed in the home. The landlord can't get out of this duty by telling you that (s)he will only let you move in if you agree that (s)he will not have to make the repairs.

IV. HOW LONG CAN I STAY IF THE LANDLORD DIDN'T TELL ME A FIXED AMOUNT OF TIME?

RENTERS

If you don't make an agreement with the landlord about how long you will be renting the place, how long you have a right to stay depends on how often you are supposed pay rent. If you pay by the week then you have a "week-to-week tenancy". If you pay each month, you have a "month-to-month tenancy." Your right to stay in the place is automatically renewed, UNLESS the landlord follows the steps required by the law to prevent this automatic renewal. When the landlord takes those steps, (s)he is "terminating" your tenancy so that (s)he can legally evict you. (Those steps are explained later.)

EMPLOYEE HOUSING

If you live in employer-provided housing and have your rent deducted from your wages (or pay no rent at all) then how long you can stay is based on how often you get paid. If you are paid weekly or more often, then you have a "week-to-week tenancy."

If you are paid monthly or not at all, then you have a "month-to-month tenancy." The law says that an employer must follow the same steps as are required of landlords.

V. **EVICTIION– WHAT MUST THE LANDLORD DO BEFORE (S)HE CAN MAKE YOU LEAVE?**

No matter what reason the landlord may have for wanting to evict you (s)he **MUST** follow the steps required by law before you can be forced out of your home. Anything that the landlord does which would force you out of your home is illegal **UNLESS** the landlord has followed the exact steps required by the law. For example, shutting off your water, your lights, your gas, removing your door, or locking you out of your home are not legal ways to make you move. **(For more information on this see the inside of the front cover of this booklet and page 14.)**

STEP 1: WRITTEN NOTICE

Before the landlord can try to evict you, (s)he must give you something in writing telling you that (s)he wants you out. The written notice must give you a certain number of days to move out voluntarily. The number of days the landlord must give you is explained on the next page.



CHART I: EVICTION TIMETABLE

IF YOUR LANDLORD SAYS (S)HE WANTS TO EVICT YOU BECAUSE:

(S)HE MUST GIVE YOU A WRITTEN NOTICE THIS MUCH IN ADVANCE

<p>You did not pay rent on time</p>	<p style="text-align: center;">3 DAYS</p> <p>The written notice must give you the CHOICE either to pay or move within 3 days (not counting weekends and holidays). If you offer to pay, but the landlord won't take the money, then (s)he can't evict you for not paying. You should take a witness who saw you offer to pay when you go to the Court hearing.</p>
<p>You violated some rule of the landlord or you didn't live up to a tenant's duties under the law</p>	<p style="text-align: center;">7 DAYS</p> <p>The landlord's written notice must give you 7 days to move. If you have done something that can't be undone (such as making a big disturbance), the law says the landlord doesn't have to give you a chance to correct the problem. If the problem is one that can be corrected (like having a pet you are not supposed to have), then the landlord must give you 7 days to choose whether to leave or volunteer to correct the problem.</p>
<p>The landlord wants to you out for any other reason</p>	<p>If you don't have a written lease and you pay by the week <u>7 DAYS</u></p> <p>If you don't have a written lease and you pay by the month <u>15 DAYS</u></p>

If you have a written lease or agreement, the landlord must give you the amount of time required in the lease to get out. If the lease says nothing about ending, then the landlord can't force you out until the lease expires -- unless you don't pay your rent or break a rule in the lease or a law.

STEP 2: THE LANDLORD MUST GO TO COURT

If you get a written notice from the landlord and don't move out within the number of days stated in the notice, the landlord still can't legally force you out of your home on his own. After the number of days given in the notice is up, the landlord must then file a lawsuit in County Court in the county where you live if (s)he still wants to evict you.

A copy of the landlord's court papers must be delivered to you by the sheriff or some other person who has been given a court order allowing him or her to "serve process" on you. The landlord's court papers are usually called the "Summons and Complaint."

STEP 3: THE TENANT HAS A RIGHT TO FILE A WRITTEN RESPONSE

After you get the papers, you have five business days to write a response to what the landlord says in the court papers. (To count five business days, count all the days except Saturdays, Sundays, or holidays.) Your response is called the "Answer." Your Answer must be filed with the Court Clerk, and a copy sent to the landlord or to the landlord's attorney if (s)he has one. Your answers should give the reasons that you should not be evicted.

Your rights in the court case are affected by two important things.

1. The reason the landlord gives for trying to evict you;
2. The true facts of your situation with the landlord.

CHART II: STEPS TO BE TAKEN BY TENANT

1. If the Landlord Wants to Evict You Because YOU DIDN'T PAY YOUR RENT ON TIME

WHAT YOU SHOULD DO:

You **MUST** pay the amount of back rent that you agree is due to the Court Clerk when you file your Answer. If you don't, the Judge will give the landlord an automatic order for the sheriff to put you out. If more rent comes due while you are waiting for your hearing you must also pay that to the Court Clerk by the usual rent due date.

If the landlord says you owe more than you really do, you must give the Court Clerk a "Motion to Determine the Amount of Rent" you really owe. You must have something in writing which shows that you owe less than the landlord claims. These documents should be attached to your Motion when you file it. They can be receipts, affidavits, or any other piece of paper that helps prove you are right.

NOTE: If you live in public housing or are on Section 8 rental assistance, you only have to give the Court Clerk the part of the rent that you usually have to pay each month.

WHAT YOU SHOULD SAY IN YOUR ANSWER

Usually there are only 4 things that you can say in your Answer that will give you a chance of winning against the landlord when (s)he's trying to evict you because you didn't pay your rent. You need to put in whichever is the true situation.

- a.** That you already paid the landlord the money (s)he says you owe, or you paid the amount that you really owed.

OR

- b. That you offered to pay all the rent that was owed, but the landlord refused to take it.

OR

- c. That you sent a rent withholding letter to the landlord 7 days before the rent was due and (s)he didn't make the repairs that (s)he was supposed to make

OR

- d. That the landlord did not send you a proper 3-day notice before going to court.

If none of these things apply to your situation, you probably will LOSE and be evicted. (However, if you have the rent money, or part of it, after the landlord files the court case, you can offer to pay it. If the landlord accepts your money, get a receipt. The landlord should drop his case in this situation, but just in case, take the receipt to the County Court Clerk's Office or the Judge's secretary.)

**2. If the Landlord Wants to Evict You Because
YOU VIOLATED SOME RULE OF THE
LANDLORD OR YOU DID NOT LIVE UP TO
THE TENANT'S DUTIES UNDER THE LAW**

WHAT YOU SHOULD DO:

When the landlord evicts you for this kind of reason, you should file an Answer and pay rent to the Clerk of the Court as it becomes due.

WHAT YOU SHOULD SAY IN YOUR ANSWER

Usually there are 2 things you can say in your Answer to have a chance of winning against the landlord in court in a case like this. You need to put in whatever is the true situation.

- a. That you did not do what the landlord said you did wrong.

OR

- b. What you did is not so bad that you should be evicted.

3. If the Landlord Wants to Evict You Because
THE LANDLORD HAS OTHER PLANS FOR YOUR PLACE [(S)he is evicting you for a reason that has nothing to do with you personally.]

WHAT YOU SHOULD DO:

When the landlord evicts you for this kind of reason, you should file an Answer and pay rent to the Clerk of the Court as it becomes due.

WHAT YOU SHOULD SAY IN YOUR ANSWER

There are three things you can say in your answer to have a chance of winning against the landlord in court in a case like this. Put one of these in your answer if it is true.

- a. That the landlord’s real reason for evicting you is to retaliate against you (get back at you) for your attempt to exercise your rights. (An example of this is if you called the County Building Inspector to come look at your home.)

OR

- b. The landlord’s real reason for wanting to evict you is because (s)he is discriminating against you because of your race, color, national origin, age, disability or family arrangement.
- c. The landlord did not give you the required written notice telling you to leave.

Caution: If you do not succeed with these things in your Answer, the Judge might consider you to be a “holdover” tenant and you could be charged double rent for the time you stayed after the notice.

REMEMBER

Once the landlord has filed the court case and you have gotten the Summons and Complaint, the **ONLY** way to avoid being evicted is to fight the court case. To do this you **MUST** follow the steps just listed.

Also, the landlord can never get permission to have you thrown out until after the end of the fifth business day after you get the Summons and Complaint. In other words, you can't legally be thrown out until you have received the landlord's court papers and you have had the five business days which the law allows for you to write an Answer.

GETTING A LAWYER--TRY LEGAL SERVICES

If you are a low income person and want to fight your eviction, you may be able to get free advice from legal services. You should try to do this as soon as you get the written notice from the landlord. If you go to legal services as soon as you get the notice, then they will have more time to get all the facts and try to help you with your Answer. They will need as much time as possible to work with you on your Answer.



IF YOU CAN'T GET A LAWYER

You should find out from the Court Clerk when your case is set to be heard. You can go to the hearing without a lawyer--you just need to be ready to explain your side of the story to the Judge. If you have any friends or neighbors who can be witnesses for your side, you should arrange to have them go with you to the hearing. Going to Court by yourself may be uncomfortable and frightening, but it is your right to talk to the Judge and tell him or her the facts of your case.

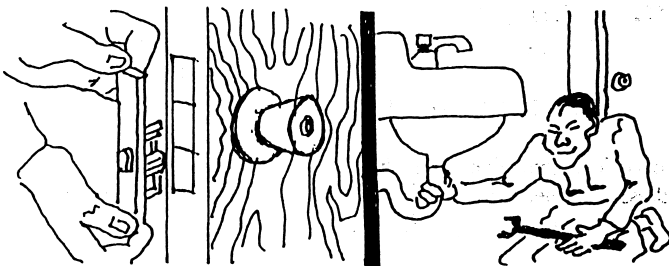
VI. WHAT THE LANDLORD HAS TO DO TO KEEP UP THE BUILDING

The law requires the landlord to follow all local building, housing, and health codes. You can find out about your local code by calling the County Health Department or your local government's code enforcement department.

Even if there are no building, housing or health codes that cover your home, your landlord still must keep roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural parts of your home in good repair. The landlord must also keep the plumbing in reasonable condition.

Your landlord's obligations can be changed only if you are renting a single family home or duplex **AND** the changes are put in writing. The landlord cannot violate these obligations even if you agree. If the landlord violates any of them, you may have the right to withhold your rent. See the section entitled "**If Your Landlord Won't Make Repairs**" on page 15.

Unless you live in a single family home or in a duplex, or unless you agree otherwise in writing, the landlord **must provide** you with **extermination** of rats, mice, cockroaches, termites, and bedbugs; **locks** and **keys**, clean and safe conditions in common areas (hallways, etc.), **garbage removal** and outside receptacles for garbage; **heat** during winter, and **hot** and **cold** running **water**. You may not refuse to pay rent because your landlord violates these duties, unless you have followed proper procedures (see pages 15-17).



VII. WHAT THE TENANT MUST DO

You are responsible for any damage to the property caused by your family or guests, other than normal wear and tear. You must follow all rules for tenants under the local building, housing and health codes. (Again, you can find out about these rules by calling the County Health Department or local code enforcement department.)

Also, all tenants must:

1. Keep the home clean and sanitary.
2. Get rid of all garbage in a clean and sanitary manner.
3. Keep plumbing fixtures clean and in repair.
4. Use all electrical, plumbing, heating, sanitary, ventilating and air conditioning and other facilities and appliances in a “reasonable” manner.
5. Not destroy, damage or remove any part of the landlord’s property.
6. Make sure family and guests do not unreasonably disturb the neighbors and “breach the peace.”

VIII. OTHER TENANT RIGHTS AND LANDLORD DUTIES

A. THE LANDLORD’S NAME

The landlord must give you his/her name and address, or the name and address of his/her agent. This information allows you or your lawyer to know who is ultimately responsible.

B. THE SECURITY DEPOSIT

Within 30 days after the landlord receives a security deposit or advance rent from you, (s)he must tell you in writing where the money is being held. If the money is earning interest in a bank, you may be entitled to get the interest. When you move out, the landlord can do either of two things: (1) If the landlord does **NOT** intend to keep your deposit money for damage done to the property, (s)he must return the security deposit within 15 days after you move out, or, (2) If the landlord **DOES** intend to keep your deposit money for damage done to the property, (s)he must tell you in writing within 30 days after you move out that (s)he plans to keep the deposit. In the letter the landlord must say exactly what damages (s)he claims you did to the property and how much money (s)he is holding for those particular damages. If the landlord does not give you this in writing within 30 days after you move out, then the landlord has no right to claim the deposit. Make sure that your landlord has your forwarding address.

NOTE: IF you don't want to lose your deposit, you must send a letter to your landlord by certified mail at least 7 days before you move out. In your letter you must tell your landlord the date on which you will be moving out. This rule does not apply to a tenant who has a written lease and is moving out at the end of the lease.

If the landlord keeps the deposit money more than 30 days after you move out, without giving you anything in writing, or if (s)he gives you something in writing but it is not true, you can get your money back by quickly filing a claim in Small Claims Court. You can ask the Court Clerk to help you fill out a "Statement of Claim" where you explain how much money the landlord is wrongfully keeping from you, and why the landlord should not be able to keep it. If you have a low income and cannot pay the filing fee without hardship to your family, you should ask the client for help as an indigent person.

C. CAN THE LANDLORD COME INTO YOUR HOME

The landlord can come onto the property and into your home only for certain purposes. The landlord is allowed to come and make improvements and repairs, to provide services and to show the place

to possible buyers, mortgagors, tenants, workmen or contractors, Normally the landlord must get your permission to come in at a particular time for any of these purposes. If the landlord wants to do routine repairs in your home, (s)he must give you at least 12 hours advance notice. Also, the repair work must be done at a reasonable time (between 7:30 a.m. and 8:00 p.m.).

The landlord also has the right to come in without your permission if there is an emergency. But, the law does not allow a landlord to come into your home as a way to harass you.

D. CAN YOU HAVE VISITORS?

A tenant has the right to invite whomever (s)he wants to be a guest. The landlord is allowed to make rules about the number of people who can actually live in a particular place, but (s)he does not have the right to keep you from having whomever you want as visitors. The only time your landlord can interfere with your visitors is when they are unreasonably disturbing the neighbors or breaching the peace.

E. MEMBERS OF ARMED FORCES

Under certain circumstances, members of the Armed Forces may be able to terminate their lease early.

IX. IF THE LANDLORD DOESN'T OBEY THE LAW: WHAT CAN YOU DO?

A. IF YOUR LANDLORD TRIES TO EVICT YOU WITHOUT FOLLOWING THE LEGAL STEPS

There are many ways landlords try to evict people without using the steps required by law. Sometimes the landlord threatens to throw you out physically, or to put your things on the street if you don't move out. Or a landlord may threaten to hurt you if you can't move out. Sometimes the landlord doesn't say anything: (s)he just cuts off your lights or your water.



If this happens, go to a lawyer right away. The lawyer may be able to get an emergency hearing before a local Judge. The Judge can also order a landlord to turn lights and water back on. If you have a low income, you can go to a Legal Services program for free legal assistance.

If you can't get a lawyer, you can file your own case against the landlord. You can ask the Judge to give you an "injunction" (order) against the landlord. You need to explain to the Judge that the landlord is trying to **wrongfully** evict you. You should take along some people who can be witnesses for you when you go to Court.

B. IF YOUR LANDLORD WON'T MAKE REPAIRS

The law gives tenants one way to try to force the landlord to make repairs. If you follow certain steps, you can hold back rent until the landlord makes the repairs. If you have followed the right steps, the law says the landlord is not allowed to evict you for not paying rent.

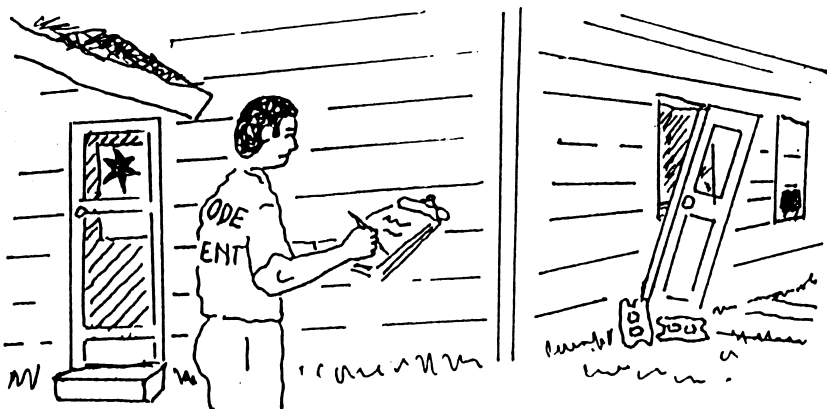
STEPS FOR LEGALLY WITHHOLDING YOUR RENT

1. First, make sure that the repairs that are needed are **serious, major repairs**. Some problems needing serious, major repairs are:
 - The plumbing has become so bad that it can't be used in a clean and sanitary manner.
 - There is a hole in the roof and the rain comes in.

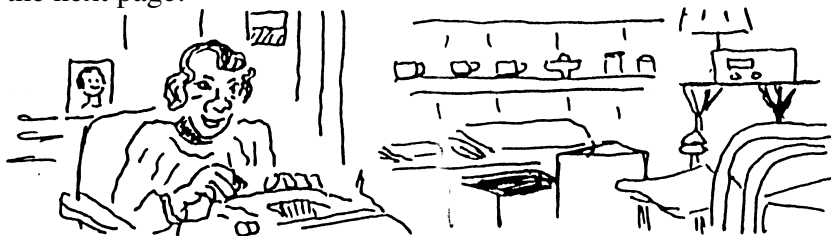
- Your door is broken down and you can't close it against the weather or lock it against the public.

These are just examples --- other problems can be just as serious.

2. Second, ask your local government code enforcement department to inspect your home and write down the problems. When the inspector comes, point out all the problems that you know about--first the serious ones, and then the minor ones. Get a copy of the report and put it in a safe place---you might have to show it to a Judge some day.



3. Third, **WRITE A LETTER** to your landlord like the sample on the next page:



(DATE)

Dear (Landlord's Name):

Pursuant to Section 83.60 of the Florida Statutes, I am notifying you of your material noncompliance with Section 83.51 (1) of the Florida Statutes and with the (name of Local Housing Code---if any).

Unless the problems listed below are repaired within seven (7) days after you receive this notice, I will not continue to pay my rent because of your failure to maintain the premises.

The Problems are:

1. **(List the Problems)**

2.

3.

Sincerely,

(Your Signature)

4. **Mail or deliver this letter to your landlord**, the landlord's representative, a resident manager, OR the rent collector. Whoever you decided to mail or deliver it to must get it at least seven days before your next rent is due. If you use the mail, try to send the letter "**certified mail, return receipt requested.**" This gives you proof that the landlord received the letter in case he tries to deny it later. Keep a copy of the letter.

NOTE: You can send a letter even before the inspector comes to do an inspection, if: you are sure the problems are really serious; you tell that to the inspector when you call; and you try to get an inspection right away.

5. When the next rent comes due, you must set aside your rent money. You should keep it in the bank or some other safe place---such as with your lawyer, if you have one. As soon as the landlord makes the repairs, the law says you must pay him the back rent, and begin paying again at the regular rate.

If the landlord gives you a notice to move and then files court papers to evict you even after you have followed the steps above, you should answer the court papers like it says on pages 6-9 of this book.

X. IT'S ALWAYS BETTER TO WORK TOGETHER

If there are other tenants who are having similar problems with your landlord, you could talk to them about trying to put pressure on the landlord **together**. Show this booklet to other tenants and explain what the law says about withholding your rent because of needed repairs. You can bet that it will put more pressure on the landlord if he gets 10 letters like the one shown on page 17 instead of just one. If all of the tenants get together and prepare their letters at the same time, the landlord can end up missing quite a bit of rent money if (s)he doesn't make the needed repairs.



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Area Agency on Aging
for Southwest Florida, Inc.



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IF YOU...

LIVE IN A PUBLIC HOUSING DEVELOPMENT

If you live in public housing or in a housing project, you may have special rights under HUD and Farmer's Home (Rural Development) regulations. Call Legal Services for advice.

LIVE IN EMPLOYER PROVIDED "FREE" HOUSING

The same rights and protections which apply to people who "pay" for their rental housing apply to you. See section III for details.

THINK YOU ARE BEING DISCRIMINATED AGAINST

If you think you are being discriminated against on the grounds of race, color, national origin age, disability or family makeup, you should call:

<p>Florida Commission on Human Relations 2009 Apalachee Pkwy, Ste 100 Tallahassee, FL 32301 (850) 488-7082 (800) 342-8170</p>	<p>OR</p>	<p>U.S. Department of Housing and Urban Development 301 West Bay St., Ste 2200 Jacksonville, FL 32202 (904) 232-2626 (800) 669-9777</p>
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Or, you can call Legal Services for more information. See the back cover for the telephone number in your area.

OFFICES OF FLORIDA RURAL LEGAL SERVICES

LAKELAND

963 East Memorial Blvd. • (863) 688-7376 or 1 (800) 277-7680

BELLE GLADE

1500 NW Avenue “L”, Suite A • (561) 993-0003 or 1 (888) 993-0003

FORT MYERS

3210 Cleveland Avenue • (239) 334-4554 or 1 (800) 476-8937

FORT PIERCE

510 South US Hwy 1, Suite 1 • (772) 466-4766 or 1 (888) 582-3410

IMMOKALEE

1 (800) 476-1837

WEST PALM BEACH

3111 South Dixie Hwy, Suite 140 • (561) 820-8902 or 1 (800) 284-4588

If you don't live near a Legal Services office, call this number
toll free in Florida for an appointment or referral:

1 (800) 277-7680

Si usted no vive cerca de una oficina de Servicios Legales, llame
a este numero que es gratis en Florida:

1 (800) 277-7680

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For additional copies, please contact the address below:

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