

## A word on evictions

Only a judge can actually evict you. In order for a landlord to properly *have you evicted* for not paying rent, he or she must send you a three-day notice giving you the choice of either paying your rent or leaving the premises. If you can pay the rent and want to stay, pay the rent within the three days. If you wish to fight the eviction, you need not leave immediately.

After three days from the receipt of the notice (not including weekends or legal holidays), if you still have not paid your rent or left the unit, the landlord must serve you with a complaint and summons. You may be liable for double rent if you stay without paying unless your apartment is in poor condition and you followed the procedure outlined in this brochure. When you receive the summons, you should immediately contact a lawyer. **DO NOT WAIT.** If you cannot afford a lawyer, call the local legal aid or legal services office nearest you. You must file a written answer to the eviction with the court within five days of the service of the complaint. You must also deposit the unpaid rent with the court. If you do not file a written answer and deposit the rent, the court will grant the eviction without a hearing. This can happen as early as six days after service of the complaint (not including weekends and legal holidays). If you do file an answer and deposit the rent, you will be notified by the court of a hearing date. At the hearing, you can explain to the judge your reasons for not paying rent.

## About FloridaLawHelp.org

**FloridaLawHelp.org** is administered by Florida Legal Services, Inc. and is produced in cooperation with Pro Bono Net and the legal services organizations and government agencies throughout Florida and the United States.

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This brochure is for general education only. It is not intended to be used to solve individual problems. If you have specific questions, see an attorney.

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To locate your local legal aid or legal services office, please visit us on the web at

[www.floridalawhelp.org](http://www.floridalawhelp.org)

Your local legal aid or legal services office can be located through either the “Find Local Help” or “Directory” links at the top of the page.

If you don't have access to the internet, consult your local Directory Assistance for the number of the legal aid or legal services office nearest to you.



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## What every tenant should know about...



## ...living in a habitable home



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Your rented home or apartment does not meet housing code standards if the following problems exist:



- Infestation by rats, mice, roaches, ants or bugs
- Lack of heat during winter
- Lack of running water or hot water
- Broken windows or screens
- Leaky roof

It is up to you to make sure the landlord knows of these problems so that they can be fixed.

## **The Florida Landlord-Tenant Act can help**

Virtually all Florida cities have passed ordinances requiring rental housing to comply with minimum safety requirements set forth in the Standard Housing Code. This code regulates every aspect of housing, including such things as plumbing, electricity, heat, ventilation, structural defects, and roofing. The Florida Landlord-Tenant Act requires rental housing to comply with housing codes.

If you want your apartment or home inspected by a city or county inspector for possible code violations, contact your city or county Housing Code Unit. An official will conduct an inspection with either no charge or a minimal charge. A written report will detail any housing code violations. The law puts responsibility on you to notify your landlord of these problems.

### **If the landlord fails to make corrections**



You may withhold rent if you send your landlord a letter describing the housing problems. Attach a copy of the housing inspector's report, and state your intentions to withhold rent if the landlord does not make the necessary repairs within seven days of your letter. Your letter **must** state that the landlord has seven days to make the repairs. And you must be current with your rent.

This letter should be sent by certified mail or hand-delivered to the landlord in the presence of a witness, and you **must** keep a copy of it. The landlord must make a reasonable effort to fix the conditions complained of within seven calendar days.

If seven days pass and the landlord has not tried to repair the defect(s), the law gives you **TWO CHOICES:**

1. If the rental unit is in such poor condition (and the condition or damage is not your fault) that the health, safety or welfare of you or your family is affected, the law allows you to end the rental agreement immediately (even if you have a written lease) and move out. This is called a constructive eviction, and you should not be responsible for any further rent to the landlord (although he or she may try to sue you for owed rent).
2. If the damage or condition of the rental unit is not so poor or dangerous as to force you to leave, you can choose to stop paying any further rent. However, the landlord may decide to bring an eviction action against you. In that event, you may have two good defenses to avoid an eviction:
  - a) the landlord's failure to

maintain the rental unit in compliance with the law and housing codes; b) the landlord is evicting you in retaliation for your complaints about the housing conditions. The law prohibits a landlord from evicting or threatening to evict a tenant who complains to the landlord or any housing official about housing conditions. Such an eviction is called a retaliatory eviction.

Your defense that the landlord did not comply with his or her obligation to maintain the premises can be raised *only* if:

1. You gave seven days notice in writing specifying the non-compliance.
2. You stated that you intended not to pay rent for that reason.
3. You were current on your rent before you sent such a notice.

You must keep the rent money and be ready to either deposit it into the court's registry (in case of eviction) or pay the landlord once repairs are made.

Be careful not to waive this valuable right. Once you send the notice, **do not** pay any portion of your rent until the repairs are completed.