

Understand Your Legal Issue

Solve Your Legal Problem

www.floridalawhelp.org



Help, I Just Got a 3-Day Notice!

Authored By: Community Legal Services of Mid-Florida

FAQ

What is a 3-day notice?

You can be evicted if you **do not pay your rent**. Your landlord must, by law, first follow **several specific steps** to get a court order called a *Judgment for Possession* before you can be evicted. Your landlord's **first step** must be to give you a **3-day notice**.

The 3-day notice must be **delivered** to you, **in writing**, and include the following information:

- A **statement** that you did not pay rent when it was due.
- The exact **amount** of rent due.
- The landlord's **name, address, and telephone number**.
- The **date** the payment is due.

Your landlord does not need to have the sheriff **deliver** the notice to you. Your landlord can **hand-deliver** the notice, **tape** it to your door (called *posting*), or **mail** it to you.

The 3-day notice can **only** demand payment of rent. Unless your written lease agreement says otherwise, rent does not include:

- late fees
- security deposits
- costs for repairs

The 3-day notice must give you **3 days** to either pay the rent or move out. The 3 days does not include weekends, holidays (when the court clerk's office is closed), or the day the notice was delivered to you. Your landlord must **add 5 days** to the deadline to pay rent or move out if:

- The notice is mailed to you.
- The notice tells you to pay the rent to a post office box or out-of-town address.

Can the notice contain other charges?

No. The 3-day notice can **only** demand payment of rent, not other charges. However, if your lease says that certain charges are considered rent, the landlord can include those charges in the amount demanded.

Your landlord can **only** include a charge as rent in the amount demanded in the 3-day notice if **both** of the following are true:

- You have a **written** lease.
- The written lease **clearly says** the charge is considered rent or additional rent.

Can I pay less than the full amount? Does the landlord have to accept the rent?

Yes and no. Your landlord must accept your payment if you offer to pay the **full amount** of rent demanded in the 3-day notice by the **deadline** in the notice.

However, your landlord may **refuse** your payment if it is:

- **Less than** the full amount demanded; or
- Offered after the 3-day **deadline** has passed.

You should always **keep proof** of any payment that you make to your landlord. The proof should include the **date** and the exact **amount paid**. If possible, you should take a friend with you when you are trying to pay the rent demanded by the 3-day notice. This person can be a **witness** to what happened, even if your landlord refuses to accept your payment.

There are several ways to pay your landlord and save proof of that payment:

- Money Order: Money orders are sold for a **small fee** at banks, the Post Office, and some retail stores (such as Wal-Mart). You can buy a money order in any amount, but they are usually limited to \$1000. If the amount of rent you owe is more than \$1000, you may have to purchase more than one money order. Money orders usually have the **date** printed on them and include a **receipt** that you keep after giving the money order to your landlord.
- Personal Check: If you give your landlord a check from your personal checking account, you can get a copy of your **canceled check** from your bank once your landlord cashes or deposits it. You should also make a **copy** of your check before giving it to your landlord.
- Cash: If you give your landlord your payment in cash, ask for a **receipt** that includes your name, your landlord's name, the date, and the full amount paid.

If your landlord **accepts** your payment, you should not be evicted until your landlord gives you a new notice. All 3-day notices must include all of the required information and be delivered in writing.

I didn't pay rent within the 3-day deadline. What happens next?

If you do not pay your landlord the rent demanded within the 3-day deadline, you must **move out** or your landlord's next step is to **file a lawsuit**. Your landlord's goal in filing the lawsuit is to get a *Judgement for Possession*, which is the **result** if they win in court. The judge would then issue a **notice**, called a *Writ of Possession*, which gives you, the tenant, **24 hours** to move out.

To **sue** you, your landlord must do several things:

- Pay a **filing fee** to the court.
- File **papers**, called the *Complaint*, with the court. In an eviction lawsuit, the landlord's *Complaint* asks for your eviction as their tenant.
- **Serve you** with papers (called *service of process*). As the tenant, that means you will be given a **copy** of the lawsuit, including the landlord's *Complaint* and the court's **notice** of the lawsuit (the *Summons*). The papers are usually **hand-delivered** (brought to you in person) by the sheriff's office. If you cannot be found, your landlord can *serve* you by having a copy of the papers **taped** to your door (called *posting*) and another copy **mailed** to you by the court clerk's office.

Once you have been *served* with lawsuit papers, your landlord will not accept your rent. You have **5 days** to **respond** to the lawsuit by submitting the following to the court clerk's office:

- A written statement in **response** to the landlord's *Complaint*, called the *Answer*.
- If you do not agree with the amount of rent the landlord says you owe, a written statement **asking** the court to decide the **amount you must pay**, called a *Motion to Determine Rent*.
- **Payment** for the rent you owe (both past due and future rent as it becomes due). After the eviction lawsuit is filed, you must give payments to the court clerk's office, not your landlord.
- **Proof** (receipts, copies) of any rent payments made to your landlord that are claimed in the lawsuit. The proof should be attached to your *Answer*.

The **5-day period** begins at the time the papers are either given to you or posted on your door. The 5 days does not include weekends, holidays (when the court clerk's office is closed), or the day you are *served*. For more information about **answers**, see the article *Filing Your Answer to a Complaint*.

If you do not submit your *Answer*, file a *Motion to Determine Rent*, or deposit the rent you owe with the court clerk's office within the 5-day period, your landlord is likely to win by default. If this happens, the judge will evict you by issuing a *Writ of Possession*, ordering that you have 24 hours to move. Your landlord can prevent you from entering the property after the 24-hour period has passed.

If I'm forced to move within 24 hours, what about my belongings?

If you are evicted (served with a *Writ of Possession*), you must move within 24 hours, so you may want to, for example, rent a storage unit. If you are unable to completely move out within 24

hours, you should try to remove as many of your personal belongings from the landlord's property as possible, even if it is only to the other side of the sidewalk from the landlord's property.

If you do not remove your personal property within 24 hours, your landlord can:

- **Remove** your belongings and place them at the property line;
- **Keep** your belongings as payment for the rent you owe (called a *landlord's lien*); or
- **Store** your belongings and make you pay the storage fees to get them back.

If your landlord decides to keep your belongings, you can file for an **exemption from the *landlord's lien*** with the court where the landlord filed the eviction lawsuit. Following a hearing with the judge, you may be able to get up to \$1,000 worth of your property back.

Can my utilities be turned off? What are some things that a landlord cannot do?

No, it is **illegal** for your landlord to try to evict you **without filing a lawsuit**. Florida law says that a landlord is not allowed to try to force the tenant to move out, even if the tenant has not paid rent, without a court order. This means your landlord cannot:

- Turn off your **utilities**;
- Change or remove your **locks** or **doors**;
- Remove your **personal property**; or
- Otherwise **restrict access** to your home.

Such actions are called **prohibited practices**, and if your landlord does any of these things, you should contact the police. If your landlord attempts to illegally evict you by force or through a prohibited practice, **you can sue** your landlord. You may be able to get the landlord to pay for your actual **damages** or 3 months' rent, whichever is larger.

Does this information apply to mobile home land rental?

The information provided here about the eviction process and a tenant's rights against his or her landlord **applies only** to a tenant in **certain types of rental property**:

- houses
- apartments
- mobile homes rented with the lot

If you own your mobile home but rent the lot, different laws apply. For more information on mobile homes, see the articles under the heading Mobile Home Ownership.

Does the Department of Children and Families (DCF) provide money to prevent eviction?

No, not any more. The Emergency Financial Assistance for Housing Program (EFAHP) used to provide money to assist families with minor children in avoiding eviction. Unfortunately, because this program has been **discontinued**, DCF is no longer accepting applications for help with overdue rent, mortgage payments, or security deposits.

NOTE: The printable brochure still contains information about the EFAHP, but it is out of date.

Updated: May 8, 2017

Links:

3- Day Notice to Vacate - What Every Tenant Should Know

¡Ayuda! ¡Recibí una Notificación de 3 días! - Spanish / Español

Video: 3 Day Notice to Vacate: What Every Tenant Should Know

Printed: December 16, 2018

<http://www.floridalawhelp.org/node/258/help-i-just-got-3-day-notice>

©Understand Your Legal Issue