

Landlord and Tenant Issues

[The property I am renting is in foreclosure?](#)

Contact the [Clerk of Court's office](#) at **954-831-6565** and ask to be put on the action as an interested party, since you probably have a security deposit at risk, and may need time to relocate if the new owner doesn't wish to continue your tenancy. Also, ask the Clerk's office where you should pay your rent each month while the foreclosure action is pending.

[My landlord has given me a three-day notice?](#)

A three-day notice is the first step in the eviction process. If you choose not to pay the outstanding rent nor leave within the three-day period, the landlord may go to court and file a complaint for eviction against you. Until the court has issued and you have been served with an Order of Eviction by the court, the landlord may not force you to leave the rental premises, change the locks or remove your property. If the landlord attempts to do so, you should call your local police department.

[The roof is leaking on the house I am renting and my landlord refuses to repair it?](#)

[Florida Statutes](#) require landlords of private houses and duplexes to maintain the structure of the building (roof, foundation, outside walls, and plumbing pipes and electrical wiring inside the walls). You should contact your city's code enforcement office, report the violation and request that a code enforcement officer inspect the roof. If the enforcement officer determines that a violation exists, a notice of violation will be issued to your landlord for failure to comply with the building code. Then, it will be up to your city to compel your landlord to make the necessary repairs.

[The court has notified me that my landlord has filed a complaint to have me evicted?](#)

The court's notification includes an invitation to you to file a written response to the complaint with the court. If you choose to respond, deliver that response to the court along with all outstanding rent payments and a request for a hearing before a judge. If eviction is ordered by the judge, the Order of Eviction will be served on you, either in hand or posted on your door, and you will have 24 hours to remove yourself and your property from the rental premises. Once the 24 hours has passed, the locks can be changed and your property can be put out on the street.

[I have mold in my apartment?](#)

If your apartment is in a large building (or rental complex) containing five or more rental units, contact the [Florida Department of Business and Professional Regulation \(DBPR\)](#) at **850-487-1395**, as that state agency has jurisdiction over landlords of large apartment buildings and/or complexes. If your apartment is in a small building containing four or less rental units, consult a private attorney to explore possible courses of action. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

[The landlord hasn't returned my security deposit?](#)

The landlord has up to 15 days after you vacate the rental premises to return your security deposit if no deductions are going to be made from it, or 30 days after you vacate the rental premises to inform you in writing that some or all of it will be withheld and the reasons why. Be sure you have provided any non-renewal notification required by your lease (sent to your landlord via certified mail, return-receipt requested), done a walk-through with the landlord before you leave, and provided the landlord with your new mailing address. If you have not provided the landlord with your new mailing address, the landlord may send the required notice and other communications to the rental premises you vacated. If 30 days pass and the landlord has not contacted you about your security deposit, you may file a lawsuit against the landlord in court for the return of your security deposit. If the landlord does notify you that some or all of your security deposit will not be returned, then you must, within 15 days of receiving that notification, send a letter to the landlord (via certified mail, return-receipt requested), advising him/her that you intend to contest the landlord's withholding of your security deposit funds (keep a copy for your records). After you receive the green card back from the US Postal Service evidencing your landlord's receipt of your letter, you can file a lawsuit in court against the landlord to recover your security deposit funds that are being held by the landlord.

[I want to break my lease?](#)

A lease is a legally binding contract. If your landlord agrees to terminate your lease, you and the landlord should sign and date a document to that effect. An oral agreement is not effective to terminate a written contract. If you default on your lease agreement by simply leaving before it expires, your landlord may file a lawsuit against you for the remaining lease payments that would have been collected had you not broken your lease.

[My air conditioner isn't working?](#)

In Florida, a landlord is not required by law to provide air conditioning to tenants, even if an air conditioning system is already installed in the rental property. You should carefully read your lease to ascertain whether it provides which party is responsible for

maintaining any existing air conditioning system in working order. If the lease does provide for air conditioning and your landlord refuses to make the needed repairs, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at **954-831-6565** for possible assistance in some cases. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

[My lease has expired but I don't want to leave?](#)

If, at the end of your lease term, your landlord does not want to let you continue to be a tenant, you will have to leave; if you do not, the landlord has the right to pursue an eviction through the courts, and charge you double rent during the holdover period. If the landlord wants you to continue as a tenant, then you and the landlord should sign a new lease for a specific period of time. Alternatively, you may orally agree to continue your tenancy on a month-to-month basis but this is not recommended. When you are a month-to-month tenant, either you or the landlord may end the tenancy at any time by simply giving the other a written notice that you no longer wish to continue the tenancy. This notice must be delivered no less than 15 days before the next rent payment date.

[I have cockroaches/bedbugs/rats and my landlord refuses to exterminate?](#)

If your apartment is in a large building (or rental complex) containing five or more rental units, contact the [Florida Department of Business and Professional Regulation \(DBPR\)](#) at **850-487-1395**, as that state agency has jurisdiction over landlords of large apartment buildings and/or complexes. If your apartment is in a small building containing four or less rental units, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at **954-831-6565** for possible assistance in some cases. If you are a tenant in a private house or duplex, the law does not require the landlord to exterminate; it is the responsibility of the tenant unless your lease provides otherwise. You should carefully read your lease to ascertain whether it contains language to the effect that the landlord is responsible for the extermination of pests. If the lease does provide that the landlord is responsible for the extermination of pests and your landlord refuses to take such action, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at **954-831-6565** for possible assistance in some cases. Note: if you are renting a private house or duplex, and there is an obvious opening in the structure of the building which is allowing pests to enter, consider contacting your city's building code enforcement office. If an officer inspects your residence and issues a notice of violation to your landlord for failure to comply with the building code, it will be up to your city to compel your landlord to make the necessary repairs. However, the extermination of the pests inside the rented private house or duplex remains your responsibility, unless your lease states otherwise. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

[My landlord wants to increase my rent although my current lease hasn't yet expired?](#)

Your landlord may not increase your rent during the term of your lease unless your lease provides otherwise. After the lease expires, the rent may be increased at the discretion of the landlord. There are no rent controls in Florida, and no caps on the amount rent can be increased. When you are a month-to-month tenant, the terms of your rental arrangement may be changed by the landlord (including the rental amount), effective with the next rental payment due date that is at least 15 days in the future, so long as the landlord has provided you with notice of the change at least that period of time in advance of its being effective.

[My refrigerator \(or stove\) is not working?](#)

If your apartment is in a large building or rental complex containing five or more rental units contact the [Florida Department of Business and Professional Regulation \(DBPR\)](#) at **850-487-1395**, as that state agency has jurisdiction over landlords of large apartment buildings and/or complexes. If your apartment is in a small building containing four or fewer rental units, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at **954-831-6565** for possible assistance in some cases. If you are a tenant in a private house or duplex, the law does not require the landlord to provide working appliances; it is the responsibility of the tenant. You should carefully read your lease to ascertain whether it contains language to the effect that the landlord is responsible for provision and maintenance of working appliances. If the lease does provide for working appliances and your landlord refuses to repair or replace a broken appliance, contact Consumer Protection for further direction. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

[My landlord turned off the water?](#)

Contact your [city's building code enforcement office](#); by state law all dwelling units must be provided with running water.