

3-Day Notice to Vacate



What Every Tenant Should Know

Eviction

Many people get behind in their rent because of illness, loss of employment, or loss of other benefits. If you are in this situation, here are a few things you should know:

- ◆ Your landlord may choose to accept partial payments of rent, but is not required to do so. If you are able to pay at least part of your rent, get a receipt from your landlord.
- ◆ If your landlord agrees to let you make payments on your back rent, get the agreement in writing.
- ◆ There are charitable agencies in your town that may be able to help you. Your local United Way office usually has a list of all the places you can call for help. You may also dial 211 for information in many Florida counties.
- ◆ The Department of Children and Families has a one-time Emergency Financial Assistance for Housing Program (EFAHP) that can give you up to \$400.00 for rent if you are facing eviction. You must have minor children in the home to qualify for EFAHP, and your landlord must agree to accept this payment.

If you are still unable to pay your rent, your landlord has to do certain things before you can be evicted for not paying.

NOTE: This information applies only to rental of a house, apartment or mobile home AND lot.

If you own your mobile home and only rent the lot, different laws apply.

The Notice

You can be evicted if you do not pay your rent. But your landlord must first get a court order and must follow all the steps under the law before you can be evicted.

The first step the landlord must take is to give you a 3-day notice.

The 3-day notice must:

- ◆ Be in writing.
- ◆ Tell you that you did not pay rent when it was due.
- ◆ Tell you the exact amount of rent due.
- ◆ Give you 3 days to pay the rent or vacate (move). The three days does not include weekends, holidays when the court clerk's office is closed, or the day the notice was delivered to you.
- ◆ Include the name, address, and telephone number of the landlord.
- ◆ Can only demand payment of rent. Charges for late fees, security deposits and repairs are usually not allowed unless your written lease agreement says they can be considered rent.

It is not necessary to have the sheriff deliver the notice to you. The law allows the landlord to hand-deliver the notice, tape it to your door (called posting), or mail it to you. If the notice is mailed, the landlord must add 5 days to the deadline to pay rent or move. The landlord must also add the 5 days if the notice tells you to pay the rent to a post office box or out-of-town address.

The notice can only demand payment of rent, not other charges. A charge is considered rent under the law if your written lease says that the charge is considered to be rent or additional rent. If you do not have a written lease, or if your lease does not include a charge as rent, your landlord cannot include that charge in the amount demanded in the 3-day notice.

Your landlord must take the rent if you offer to pay the entire amount demanded within the 3-day deadline. Your landlord does not have to take less than the entire amount and does not have to accept any money you offer to pay after the 3-day deadline has passed.

You should buy a money order with the date already printed on it to show that you tried to make the payment within the 3-day period. Then, you should take a friend with you when you are trying to pay the rent. If your landlord accepts the rent, get a receipt. If your landlord does not give a receipt or will not accept the rent even if you try to pay the full amount, you will have a receipt and a witness that you can take to court with you.



If your landlord accepts any money from you after you are given a 3-day notice, you cannot be evicted unless you are given another notice. You should always get a receipt signed by the landlord for any money you pay.

If you do not pay the money or move within the 3 day deadline, the second step for the landlord is to file a lawsuit for eviction at the courthouse.

The Lawsuit:

If your landlord files for eviction, you will receive a copy of the eviction papers (the “summons” and complaint”). The lawsuit:

- ◆ Must be served to you. This is usually done by having a Sheriff’s Deputy hand-deliver a copy of the lawsuit papers (the “summons” and “complaint”) to you. If you cannot be found for service, your landlord can have you served by having a copy of the lawsuit taped to your door and a copy mailed to you by the Clerk’s Office (called service by “posting”).
- ◆ Once you are served with the eviction papers, you will have 5 days to file a response at the clerk’s office. The 5 days does not include weekends, holidays when the courthouse is closed, or the day you are served with the summons and complaint. The 5-day period begins from the time the sheriff (not the clerk) personally serves you or posts the notice on your door.

You must pay the rent you owe to the Clerk’s Office within the 5 days or the Judge can evict you without a court hearing. If you do not agree with the amount the landlord says you owe, you must ask the judge in writing to decide how much money you have to pay to the Clerk’s Office. This is called a “Motion to Determine Rent” and must be filed with the Clerk’s Office within the 5-day deadline. If you have already paid all the rent claimed by your landlord, you should attach your receipts to your response to the lawsuit.

If you do not pay the rent money or file the Motion to Determine Rent within the 5 days, the judge can evict you without a hearing. If this happens, you will be served with a Writ of Possession, and you will have to move within 24 hours.

If you are forced to move within 24 hours and cannot move all your personal belongings, you should rent a storage unit or at least move your belongings from the landlord’s property, even to the other side of the sidewalk. If you do not, your landlord can do the following:

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

You may be able to get some of your property back if your landlord decides to keep it. You can file for an exemption from the landlord’s lien in the eviction case. You are allowed to get up to \$1,000 worth of your property back, but you will have to go in front of a judge to do so.

IT IS ILLEGAL for your landlord to try to evict you without filing a lawsuit. Florida law says that a landlord cannot:

- ◆ Turn off the utilities
- ◆ Change the locks
- ◆ Remove a tenant’s personal property; or
- ◆ Otherwise restrict access to the home to try to get the tenant to move out, even if the tenant has not paid rent.

Such actions are called “prohibited practices.” A tenant whose landlord attempts to illegally evict through a prohibited practice can sue the landlord for their actual damages or 3 times’ the monthly rent, whichever is greater. A tenant can also get an order from the judge requiring the landlord to stop the illegal behavior.

You may contact CLSMF

if you need any assistance or have questions

About Community Legal Services of Mid-Florida (CLSMF)

The mission of CLSMF is to provide access to justice through high quality legal assistance to low-income persons.

CLSMF is a nonprofit legal aid organization which provides free legal assistance to low-income people with civil legal problems in twelve counties across Central Florida.

Since 1966, dedicated CLSMF lawyers, paralegals, legal assistants and advocates have worked diligently to solve civil legal problems for people facing life-changing situations, such as domestic violence, unlawful eviction, or the loss of veterans' health or public benefits. We are committed to delivering the highest quality legal aid, with dignity and respect, for those who are seeking access to justice.

**We do not provide legal assistance in criminal or traffic matters*



BREVARD*: 866-469-7444

CITRUS & SUMTER

106 N. Osceola Avenue, Inverness, FL 34450

CITRUS: (352) 726-6592 | **SUMTER**: 800-984-2918

FLAGLER: 800-405-1417

HERNANDO: 866-801-5566

LAKE: (352) 343-6351

226 West Main Street, Tavares, FL 32778

MARION: (352) 629-6257

2300 SE 17th Street, Suite 201, Ocala, FL 34471

ORANGE*: (407) 841-7777

122 E. Colonial Drive, Suite 200, Orlando, FL 32801

OSCEOLA: (407) 933-1791

800 North Main Street, Kissimmee, FL 34744

PUTNAM: (386) 385-0928

216 S. 6th Street, Palatka, FL 32177

SEMINOLE*: (407) 322-6673

VOLUSIA: (386) 258-5600

128 Orange Avenue, Suite 100, Daytona Beach, FL 32114

ADMINISTRATIVE OFFICE: (386) 523-9181

Client toll-free: 800-363-2357

Florida Relay TTY calls Dial 711

Via email: info@clsmf.org

Apply for help online: applyforhelp.clsmf.org

**Certain legal services not provided*

All CLSMF offices are wheelchair accessible

www.clsmf.org

CLSMF is a HUD-approved Housing Counseling Agency.

