

How to Answer Your Eviction



KNOW YOUR RIGHTS

WHAT IS AN "EVICTION"?

An eviction is a lawsuit where the landlord asks a judge to remove you from your rental unit. Before filing an eviction lawsuit, the landlord must give you a written notice. If you do not comply with the notice, the landlord can file an eviction lawsuit in County Court.

NOTE: Your landlord should not force you to move out by changing the locks, turning off the utilities, or similar actions. These are "prohibited practices" under Florida law. A landlord may be ordered to pay three times the rent, or actual damages, whichever is higher, and attorney's fees and costs. See our brochure on the Legal Services website called: "What to Do If Your Landlord Locks You Out or Shuts Off Your Utilities" at <https://drive.google.com/open?id=1V5Myu4xhsHif40jMEzTL2teWG9yQx9IX>

REASONS WHY YOU CAN BE EVICTED

NOTE: If you live in certain types of affordable housing (such as Section 8, public housing, or HUD subsidized housing), different rules and laws may apply. You need to speak with an attorney at Legal Services.

1. Non-Payment of Rent

Before filing an eviction lawsuit, the landlord must give you a Three-Day Notice. The Three-Day Notice must:

- state the total amount you owe for rent;
- tell you to pay the rent or move out within three days; and
- clearly state the date you must pay or move out.

If the tenant does not comply with the Three-Day Notice, the landlord may file an eviction lawsuit in Court.

The three days does not include the day you received the notice, Saturday, Sundays, or legal holidays. For example, if you get the notice on Thursday, then Friday is day one, Monday is day two, and Tuesday is day three -- the day you must pay or move out.

The Three-Day Notice should not include late fees, repairs, or other charges that are not rent. However, if the lease says that these charges are considered rent, then the landlord can include these in the Three-Day Notice.

If there is an error in the Three-Day Notice, the landlord is entitled to correct the error before the judge will dismiss the lawsuit. Even so, you should tell the judge if there is an error in the notice

2. Breach of Lease or Violation of Rules and Regulations

A landlord may file an eviction lawsuit when a tenant violates the lease or other rules, or when the tenant behaves in a way that threatens the health, safety, and welfare of the other tenants.

The landlord must give the tenant at least seven days written notice before filing an eviction lawsuit for a violation.

If the violation can be fixed, the landlord should give a Seven-Day Notice to Cure. For example, the landlord can send notice that says you have a broken truck in the parking lot and this is a violation of the lease. If you move the truck within the seven-day deadline, you have “cured” the violation and the landlord should not file an eviction lawsuit. But if you move the broken truck back into the parking lot within the next twelve months, the landlord may file an eviction lawsuit without giving you another notice.

If the violation is serious, the landlord does not have to give you a chance to fix the problem. For example, if you severely damage the apartment, your landlord may give you a Seven-Day Notice of Termination telling you to move out in seven days. If you do not comply with the notice, your landlord may file an eviction lawsuit.

3. Termination or Expiration of the Rental Agreement

If you do not have a written lease, or you have an expired lease, the landlord can terminate your tenancy for any reason (except for certain types of discrimination or retaliation). To terminate the tenancy, the landlord must give you a written notice telling you to move out within a certain number of days.

- If you pay the rent monthly, you should get at least thirty days’ written notice to move out.
- If you pay the rent weekly, you should get at least seven days’ written notice to move out.

HOW TO WRITE YOUR ANSWER

1. If an eviction lawsuit is filed against you, you should file an Answer to the lawsuit with the clerk of the courts within 5 days.
2. There is a sample Answer at the end of this brochure. Write the case number and the names of the landlord and tenant at the top of the Answer. The landlord is the Plaintiff, and the tenant is the Defendant.
3. The eviction lawsuit is called a “Complaint.” In your Answer, you must admit or deny what that landlord is claiming in each paragraph of the Complaint. If you do not know whether to admit or deny the paragraph, you can state that you are “without knowledge.”
4. You must also write your defenses explaining why you should not be evicted (for example: I already paid my rent; there are bad conditions in the property that the landlord refuses to repair; the landlord is retaliating against me because I called the housing inspector). A list of possible defenses is included in the sample Answer at the end of this brochure.
5. You have a constitutional right to demand a trial by a jury of your peers, but you may have waived this right in your lease. If you want a jury trial, you must ask for it when you file your Answer. If you have questions about the pros and cons of asking for a jury trial, you should speak with an attorney. It may be difficult for you to handle a jury trial without an attorney.
6. You must sign your Answer and include your name, address, phone number, and email address (if any).
7. You must file your Answer with the Court, mail a copy to your landlord (and to the landlord’s attorney, if any), and keep a copy for your records.

FILING A MOTION TO DETERMINE RENT OR DEPOSITING MONEY INTO COURT REGISTRY

You MUST do one of the following when you file your Answer:

1. Pay the total amount the landlord is demanding into the Court Registry;

OR

2. If you disagree with the amount your landlord says you owe, you must file a Motion to Determine Rent asking the judge to decide the amount you must deposit in the Court Registry. If you have any documents to show the landlord is demanding the wrong amount, you should attach them to your Motion to Determine Rent. For example, you can attach copies of your rent payment receipts.

While the eviction lawsuit is pending, you must continue to pay your rent into the Court Registry on time.

If you do not pay the rent into the Court Registry or file a Motion to Determine Rent, you may automatically lose the case and be evicted without ever speaking to the judge.

Here are some things you might include in your Motion to Determine Rent:

- You already paid the rent.
- The landlord is demanding the wrong amount.
- The landlord failed to make repairs so your rental obligation should be reduced.
- You have applied for the Emergency Rental Assistance Program (ERAP), but the landlord refuses to participate. Your landlord turned off the water / electricity or has illegally locked you out of your home.
- Your landlord turned off the water / electricity or has illegally locked you out of your home.

Whatever your reasons, you should attach proof to the Motion to Determine Rent:

If you already paid your rent, attach copies of your rent receipts.

If you think your rent should be reduced because the landlord failed to repair the bad conditions, attach photos. However, many judges will not consider a rent reduction until after you have deposited the unpaid rent into the Court Registry. In order to legally withhold rent you will likely need to send a seven-day letter to the landlord first describing the conditions problems and stating that you will withhold the rent if the repairs are not made within 7 days.

You can also use this website to help you create an Answer and Motion to Determine Rent: floridaevictionanswerbuilder.org.

WHEN AND WHERE TO FILE

As explained above, you must do the following when responding to an eviction lawsuit:

1. File your Answer;

AND

2. Pay the total amount the landlord is demanding into the Court Registry OR file a Motion to Determine Rent.

You must complete this no later than five days after you are served with the eviction lawsuit. You do not count Saturdays, Sundays, or holidays. Also, the day you are served does not count.

The Complaint is “served” when it is

- hand delivered to you (personal service), OR
- hand delivered to an adult in your household (substitute service), OR
- taped on your door (service by posting).

The first page is usually the “Summons” telling you what to do.

Filing your Answer means that you go to the Clerk of Court and say, “I want to file an Answer to an eviction lawsuit.” Take the original Answer and 2 copies (one for yourself and one for the landlord). Make sure that the clerk date-stamps all copies.

Take your Answer to the courthouse where the eviction lawsuit was filed, which is usually the courthouse closest to your home. The “Summons” will tell you where your case is filed.

Here is a list of the courthouses in Miami-Dade County:

- Dade County Courthouse (05) - 73 West Flagler Street, Miami, FL 33130
- Coral Gables Branch Court (25) - 3100 Ponce de Leon Blvd., Coral Gables, FL 33134
- North Dade Justice Center (23) - 15555 Biscayne Boulevard, Miami, FL 33160
- South Dade Justice Center (26) - 10710 SW 211 Street, Miami, FL 33189
- Hialeah Courthouse (21) - 11 East 6 Street, Hialeah, FL 33010
- Miami Beach Court Facility (24) - 1130 Washington Avenue, Miami Beach, FL 33139
- Joseph Caleb Center (20) - 5400 NW 22nd Avenue, Miami, FL 33142

If you are not able to go to the courthouse, you may be able to file online at:
<https://www.jud11.flcourts.org/Florida-Courts-eFiling-Portal>

To watch a video about how to file online go to:
<https://www.youtube.com/watch?v=dXAS1qkXaiM&feature=youtu.be>

If you fail to meet a court deadline or attend a hearing, you may automatically lose the lawsuit. The Judge may enter a Final Judgment of Eviction without any hearing.

DEFENSES

Defenses are reasons why you think you should win the case. Below is a list of possible defenses. You can include these in the “Defenses” section of your Answer, if applicable:

- **Payment.** You can include this defense when you have paid the total amount the landlord is demanding.
- **Waiver by accepting payment.** You can include this defense when the landlord gives you a notice to move out by a certain date, but then continues to accept the rent that comes due after that date. If the landlord accepts rent after serving a Three-Day Notice, he or she must follow special rules in Florida Statute 83.56(5) (a). The landlord should not accept rent after the Complaint has been filed.
- **Tender.** If you tried to make full payment during the Three-Day Notice period, but the landlord rejected the payment, you can include this defense.
- **Failure to maintain the property.** The landlord must make certain repairs and maintain the property as required by the lease and Florida Statute 83.51.
- **Withholding rent.** Under Florida Statute 83.60(b), a tenant can give the landlord a Seven Day Notice at least seven days before the rent is due stating that the tenant will withhold rent if repairs are not completed. If you properly withheld rent, you may include this defense.
- **Failure to give proper notice.** You can include this defense when the landlord’s notice does not comply with the lease, Florida law, or County law. Here are some examples of the types of notices that may be required:
 - a) Three-Day Notice to Pay or Move Out:** Under Florida Statute 83.56(3) a landlord must give a Three-Day Notice before filing an eviction lawsuit for non payment of rent. The notice must: 1) list the total amount you owe for rent; 2) tell you to pay the rent or move out within three days; and 3) clearly state the date you must pay or move out. The three days cannot include the day you received the notice, Saturday, Sundays, or legal holidays. For example, if you get the notice on Thursday, then Friday is day one, Monday is day two, and Tuesday is day three -- the day you must pay or move out. The notice should not include late fees, repairs, or other charges unless the lease states that these charges are considered additional rent.
 - (b) Seven-Day Notice to Terminate or Cure:** Under Florida Statute 83.56(2), a landlord must give a Seven Day Notice before filing and eviction lawsuit for a violation of the lease or other rules. If it is a serious violation (like intentional property damage), the notice should give the tenant at least seven days to move out. For less serious violations (such as unauthorized pets), the notice should give the tenant at least seven days to fix the problem (cure). If the tenant cures within the seven-day deadline, the landlord should not file the eviction lawsuit. But if the tenant violates the same rule within 12 months, the landlord can file an eviction lawsuit without giving the tenant another notice.
 - (c) Notice of Non-Renewal of Lease Agreement:** Your lease may state that your landlord is required to give advance notice if the lease is about to expire and the landlord does not intend to renew.
 - (d) Notice of Termination of Month-to-Month Tenancy:** Under Florida Statute 83.57, a landlord must give a tenant at least thirty days’ notice to terminate a month-to-month tenancy. If your lease term already expired, or you never had a written lease, and you are required to pay rent monthly, then you are probably a month-to-month tenant.

(e) Notice of Rent Increase: A landlord may increase the rent when the lease term has ended or there is no written lease. Under Miami Dade County Ordinance 17-03, the landlord must give the tenant at least sixty days notice before the rent increase takes effect (if the rent increase is more than five percent). If you are a Florida month-to-month tenant living outside of Miami-Dade County, your landlord may be able to increase the rent with only fifteen days notice.

- **Corporation not represented by an attorney.** A corporation cannot represent itself and cannot appear in court without an attorney. You can include this defense when the Plaintiff is a corporation and the **Complaint is not signed by an attorney.**
- **Improper party.** Only the lessor or owner of the property may file an eviction lawsuit. You can review the lease to confirm the name of the lessor. You can review the property records to confirm the name of the owner - <https://www.miamidade.gov/Apps/PA/propertysearch/#/>.
- **Failure to attach required documents.** You can include this defense when the landlord did not attach important documents to the Complaint (such as the lease or termination notice).
- **Retaliation.** Florida Statute 83.64 prohibits some types of retaliation. For example, when a landlord files an eviction lawsuit because the tenant complained to code enforcement, the tenant can include a retaliation defense.
- **Discrimination.** The landlord should not discriminate based on race, color, national origin, religion, sex, disability, domestic violence, having children, sexual orientation, gender identity, source of income, or some other protected class. This type of discrimination is prohibited under Miami Dade County Ordinance 11A-11 and 11A-12. If your landlord refuses to participate in the Section 8 Program or the Emergency Rental Assistance Program (ERAP), this could be source of income discrimination in violation of Miami Dade County's Ordinance. However, section 11A-13 states that the discrimination ordinance does not apply to individual landlords renting three or less single-family homes.

RECENT CHANGES TO STATE LAW WHICH ELIMINATE SOME LOCAL TENANT PROTECTIONS.

Effective July 1, 2023, the Legislature created Florida Statute 83.425, which preempts, or invalidates, county/municipal ordinances that regulate residential tenancies and the landlord-tenant relationship, among other things. As a result, Miami-Dade County's ordinances, like the Tenants' Bill of Rights, which provided increased protections for tenants will no longer be enforceable.

- For example: Landlords in Miami-Dade County will no longer be required to provide 60-day notices to vacate to tenants without leases. Instead, state law will apply, and landlords will only have to provide 30 days' notice.

Legal Services believes Miami-Dade County's Human Rights Ordinance (mentioned above under the Discrimination Section) is still enforceable. However, some landlords may argue the ordinance is preempted under state law. Courts will have to decide this issue.

COUNT FOR MONEY DAMAGES IN EVICTION CASES

In an eviction lawsuit, the landlord is asking the judge to remove the tenant from the unit. In some cases, the landlord will also ask the judge to order the tenant to pay the landlord for past due rent, late fees, or other charges.

The landlord does this by including an additional claim in the Complaint that is usually called "Count Two." If the landlord wins this separate claim, the judge may enter a Final Judgment stating the amount the tenant owes to the landlord.

A money judgment could affect your credit score. The landlord could seek to garnish your wages or seek other sanctions in their effort to collect this money.

If your eviction lawsuit includes a Count Two for money damages, you may be able to assert these defenses in your answer:

- **Lack of personal service.** Under Florida law, personal service is required before a judge can enter a judgment for money damages against a tenant. If the eviction lawsuit was posted on your door, then you were not personally served, and the landlord should not be able to get a judgment for money damages.
- **Wrong amount demanded.** If the landlord is demanding the wrong amount, you should explain this in your Answer.
- **Failure to maintain.** If the landlord refuses to make repairs and has failed to maintain the property, you can request that the amount you owe be reduced.
- **Set-Off.** Your landlord may owe you money which should off-set the amount you owe to the landlord. For example, you can explain that total you paid for the security deposit should be deducted from the amount you owe to the landlord.

WHAT HAPPENS AFTER I FILE?

If you filed a Motion to Determine Rent, the court will either schedule a hearing on the motion or enter an order stating the amount you must deposit into the Court Registry.

THE COURTS ARE HOLDING MANY HEARINGS AND MEDIATIONS ON ZOOM (online). The judge will decide whether you must attend the hearing / mediation in person at the courthouse or online by Zoom. You should read all court notices carefully to make sure you are following the court instructions. If you do not appear for your hearing / mediation, the judge may enter a Final Judgment of Eviction against you.

If there is a hearing, be prepared to tell the judge 1) why the landlord is wrong about the amount due, 2) how much you owe, and 3) whether the judge should reduce the amount you owe and why. The hearing may be at the courthouse or may be done using Zoom (online).

If the judge orders you to deposit rent in the Court Registry, and you fail to pay the full amount by the deadline, the judge may enter a Final Judgment of Eviction against you.

If you DO comply with the judge's order to deposit, this does NOT mean that you have won the case. You will probably be ordered to go to "mediation." Mediation is a meeting between you, the landlord / landlord's attorney, and a mediator. The mediator is a neutral person trained to help you and the landlord work out your problem. Mediation means that you try to compromise. However, do not agree to anything that you will not be able to do.

If you reach an agreement at mediation, then you sign a paper called a "Stipulation." The judge signs it too. This is a binding legal document. It is important that you understand the agreement before you sign it. It is unlikely that you will be able to get out of this agreement if you change your mind.

If you and the landlord cannot agree at mediation, then sometimes you may go directly to your final hearing or trial. At the trial, the landlord goes first and presents his or her case. You can question the landlord and his witnesses. This is called cross examination. When the landlord is done, you present your case. You can have your own witnesses testify and submit your own evidence and documents. The landlord or his attorney can question you and your witnesses.

After hearing from the witnesses and looking at all the evidence, the judge makes a decision. If the judge rules for you, you can continue living in the rental unit. However, sometimes the judge may put conditions in the ruling. Make sure you understand the judge's decision before you leave.

Sometimes a judge will try to get the parties to reach an agreement. For example, a judge may ask the landlord to agree that the case will be dismissed if you move out by a certain date.

If you lose the hearing, or if you did not file an Answer or Motion to Determine Rent, then the judge may enter a Final Judgment of Eviction against you.

If the landlord sued you for unpaid rent or other charges, the judge may also enter a judgment against you stating that you owe money to your landlord.

The losing side may also be ordered to pay for the attorney's fees and court costs of the winning side.

To appeal the decision, you must file a Notice of Appeal within thirty days. An appeal will not stop you from being evicted unless the judge gives you a "Stay Pending Appeal." In most cases, the judge will refuse to enter a "Stay Pending Appeal" when the tenant does not have the money due for rent.

WRIT OF POSSESSION

After the judge enters a Final Judgment of Eviction, the Court Clerk will tell the Sheriff to remove you and all your belongings from the unit. The Sheriff will post a notice on your door called a "Writ of Possession." It gives you 24 hours to move out.

In Miami-Dade County, the Sheriff usually returns several days after posting the Writ of Possession on the door – not the next day. But you cannot count on this extra time. You can contact the Sheriff's office at (305) 375-5100 and ask if they can tell you when the Sheriff will return to force you out of the unit.

If you have not moved out by the time the Sheriff comes back, the landlord or the landlord's agent may remove your belongings from the unit. The landlord will also change the locks when the Sheriff is there. They can do this even if you are not at home, and even when you are elderly, sick, or have young children. Once the locks are changed, the Landlord is NOT required to let you back into the unit to collect any items you left behind.

HOW TO CHECK THE STATUS OF THE CASE

You can check the status of the eviction lawsuit online, by looking at the "docket." To check the case online:

- Go to <https://www2.miami-dadeclerk.com/ocs/Search.aspx>
- Click on the "Local Case Number" tab.
- Enter the case number. You will also have to enter the code in the image.
- Click "Search" Then, click on "Docket" to get the latest update on your eviction case

THE OFFICE OF HOUSING ADVOCACY

Miami Dade County created the Office of Housing Advocacy (OHA) to give tenants information about their rights and other resources. Here is the contact information for OHA:

Email: housingadvocacy@miamidade.gov

Phone Number: (786) 469-4545

Website: www.miamidade.gov/housingadvocacy

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: _____
CIVIL DIVISION

Plaintiff(s),

vs.

Defendant(s).

**ANSWER TO EVICTION,
DEFENSES, AND MOTION TO DETERMINE RENT**

Part A - ANSWER

1. I ADMIT paragraphs _____ of the eviction complaint.
2. I DENY paragraphs _____ of the eviction complaint.
3. I am without knowledge of paragraphs _____ of the complaint.
4. I want to recover my attorney's fees and costs under Fla. Stat. 83.48 and 83.59 and/or the lease agreement.

Part B - DEFENSES TO CLAIM FOR EVICTION (check the box(es) that apply and attach copies of documents that support your defenses)

- 5. Payment: I paid the total due for rent.
- 6. Waiver by Accepting Payment: The landlord waived the right to evict by accepting rent payments.
- 7. Tender: I tendered the total due for rent, but the landlord refused to accept payment.
- 8. Agreement to Accept Rent Assistance Payments: The landlord agreed to accept payment from the Emergency Rental Assistance Program (ERAP) and to dismiss this eviction lawsuit. This lawsuit should be stayed while the payment is processed and dismissed once the payment is issued.
- 9. Refusal to Accept Rent Assistance Payments / Source of Income Discrimination: Miami Dade County Ordinance 11A-11 and 11A-12 states that a landlord is prohibited from discriminating against a tenant based on the tenant's source of income. The landlord engaged

in source of income discrimination by refusing to accept rental payments from the Emergency Rental Assistance Program (ERAP).

10. Withholding Rent due to Failure to Maintain the Premises: The landlord failed to maintain the premises as required by Florida Statutes 83.51. Pursuant to Florida Statute 83.60(1)(b), I should not be evicted for nonpayment of rent and my rental obligation should be reduced to reflect the diminution in the value of the rental unit.

11. Improper Termination of Month-to-Month Tenancy: The landlord attempted to terminate the tenancy but failed to comply with Florida Statute 83.575 which mandates that a landlord provide at least thirty days' notice to terminate a month-to-month tenancy. Since the landlord failed to comply with the ordinance, my tenancy has not been lawfully terminated.

12. Corporation not Represented by an Attorney: The eviction complaint is deficient as a matter of law because the landlord is a corporation, and the complaint is not signed by an attorney. "A corporation, unlike a natural person, cannot represent itself and cannot appear in a court of law without an attorney." See *Florida Bar v. Embassy of Heaven Church*, 761 So.2d 1053, 1054-1055 (Fla. 2000) citing to *Szteinbaum v. Kaes Inversiones y Valores*, 476 So.2d 247, 248 (Fla. 3rd DCA 1985).

13. Defective Notice Fails to Comply with the CARES Act: This is a covered dwelling and the notice attached to the eviction complaint fails to comply with the CARES Act. The CARES Act requires landlords to give tenants at least thirty days' written notice to vacate a covered dwelling before filing complaint for eviction. 15 U.S.C. § 9058(c).

14. Defective Notice Demands an Incorrect Amount: The notice attached to the eviction complaint is defective because the amount demanded is incorrect. A notice to pay or vacate must demand the precise amount due and failure to demand the correct amount renders the notice defective and legally insufficient to support an eviction complaint. *3011 Northwest 36th Street LLC v. Noguel*, 23 Fla. L. Weekly Supp. 166a (Miami-Dade Cty. 2015).

15. Defective Notice: The landlord's notice is defective because:

16. Retaliation: The landlord engaged in retaliation that is prohibited by Florida Statute 83.64 by filing this eviction action after I exercised my rights in good faith. The landlord is retaliating because:

17. Breach of the Obligation of Good Faith: The landlord failed to comply with Florida Statute 83.44 which imposes an obligation of good faith in the performance or enforcement of the rental agreement. The landlord breached its obligation of good faith because:

18. Equity Abhors Forfeiture: “A court of equity may relieve a lessee against forfeiture when the effect of enforcing the default would be unconscionable, inequitable, or unjust.” *Miami-Dade County v. Jackson*, 13 Fla. L. Weekly Supp. 1006b (Miami-Dade Cty. 2006) citing to *Sharpe v. Sentry Drugs, Inc.*, 505 So. 2d 618, 12 Fla. L. Weekly 1027, (Fla. 3d DCA 1987). It is unconscionable, inequitable, or unjust to evict me because:

19. Other Defenses to Claim for Eviction:

Part C - MOTION TO QUASH CLAIM FOR MONEY DAMAGES (if applicable)

20. Lack of Personal Service: The landlord’s claim for money damages must be dismissed because the complaint was served by posting. Without personal service, the Court lacks the ability to award damages, fees, or costs in this matter under *Springbrook Commons, Ltd. v. Brown*, 761 So. 2d 1192 (Fla. 4th DCA 2012). In addition, personal service is required to award damages to a landlord pursuant to Fla. Stat. 83.625 which states “...no money judgment shall be entered unless service of process has been effected by personal service...”

21. Other Defenses to Claim for Money Damages:

Part D - MOTION TO DETERMINE RENT (check the box(es) that apply and attach copies of documents that support your motion)

I am respectfully requesting that this Court determine what amount, if any, should be deposited into the Court Registry based on the following:

- 22. Payment: I paid the total due for rent.
- 23. Agreement to Accept Rent Assistance Payments: The landlord agreed to accept payment from the Emergency Rental Assistance Program (ERAP) and to dismiss this eviction lawsuit. This lawsuit should be stayed while the payment is processed and dismissed once the payment is issued.
- 24. Refusal to Accept Rent Assistance Payments / Source of Income Discrimination: Miami Dade County Ordinance 11A-11 and 11A-12 states that a landlord is prohibited from discriminating against a tenant based on the tenant's source of income. The landlord engaged in source of income discrimination by refusing to accept rental payments from the Emergency Rental Assistance Program (ERAP).
- 25. Withholding Rent due to Failure to Maintain the Premises: The landlord failed to maintain the premises as required by Florida Statutes 83.51. Pursuant to Florida Statute 83.60(1)(b), I should not be evicted for nonpayment of rent and my rental obligation should be reduced to reflect the diminution in the value of the rental unit.
- 26. Plaintiff accepted partial rent: The landlord accepted partial rent after service of the three-day notice. Plaintiff has not complied with Florida Statute 83.56(a) because the Plaintiff has not provided me with a receipt. Further Plaintiff has not served a three day notice or posted the accepted rent into the court registry as required by Florida Statute 83.56(a).
- 27. I disagree with the amount the landlord is demanding because:

Wherefore, I request that this Court set a hearing to determine how much money I should deposit into the Court Registry (if any), and for all other relief as this Court deems just and proper.

Part E - DEMAND FOR JURY TRIAL

- 28. I am demanding a jury trial.
- 29. I am not demanding a jury trial.

Part F - CERTIFICATE OF SERVICE

30. I certify that I sent a copy of this Answer to the Plaintiff via U.S. Mail to:

on this date: _____.

Respectfully submitted by:

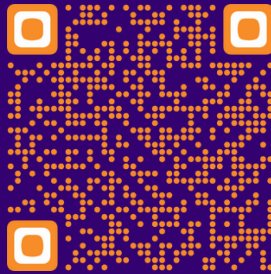
Defendant's Name: _____

Address: _____

Telephone: _____

Email (if any): _____

THIS IS A SAMPLE FORM CREATED BY LEGAL SERVICES OF GREATER MIAMI



**SCAN for
more information**



**4343 West Flagler Street, Suite 100
Miami, Florida 33134**

www.legalservicesmiami.org