

What to Do if Your Landlord Locks You Out or Shuts Off Your Utilities



KNOW YOUR RIGHTS

HOW THE LANDLORD CAN GET POSSESSION OF YOUR UNIT

In Florida, there are only 3 ways your landlord can get possession of the unit you are renting:

1- If you abandon the unit, the landlord can enter the unit and change the locks. If you are going to be out of the unit more than 15 days, it is a good idea to provide written notice to the landlord. A landlord can assume the unit is abandoned if:

- You are absent from your unit for a period of time equal to one half the time of your rental period AND you did not pay the rent; or,
- You are absent from your unit for a period of time equal to one half the time of your rental AND you did not notify your landlord of your absence.

2- You allow your landlord to take possession of the unit by moving out.

3- Your landlord files an eviction lawsuit with the Court and the Judge has ordered you to move out of your unit.

LANDLORD MUST FILE AN EVICTION IN COURT

If your landlord brings a lawsuit to evict you, you have the right to defend yourself, with or without an attorney. Please refer to our "How to Answer Your Eviction" brochure for more information. The link to that brochure can be found here:

<https://static1.squarespace.com/static/6204462606cc3a3c0d106488/t/62ebe37f0cc00b5a3bcecb63/1659626370498/How+to+answer+your+eviction.pdf>

If the Judge agrees with the landlord, the Judge will sign an order directing the Sheriff to evict you. Only the Sheriff can legally force you to leave the rental unit, NOT the landlord.

THE LANDLORD CANNOT LOCK YOU OUT

If you live in the rental unit and you want to stay there, the landlord CANNOT order you to leave or lock you out. Even if you have not paid your rent or you have violated the lease, the landlord cannot force you to leave. This applies whether you rent an apartment, house, duplex, room, or condominium unit. It even applies if your rental agreement is an oral agreement. The only way a landlord can force you to move out is by filing a lawsuit for an eviction and having a Judge order you to move.

PROHIBITED PRACTICES

Sometimes a landlord will try to get around the law by turning off the electricity or water, changing the locks, removing the doors, or doing something else to make you leave. THIS IS AGAINST THE LAW.

Specifically, under Florida Statute 83.67 a landlord cannot, directly or indirectly, cause the termination or interruption of a of any utility service. This includes: water, heat, light, electricity, gas, elevator, refrigerator, or garbage collection. See Florida Statute 83.67(6). A copy of Florida Statute 83.67 is attached to this brochure.

Additionally, if a landlord terminates or interrupts any utility service in violation of 83.67, this is also a violation of Miami Dade County's "Tenant Bill of Rights." Specifically, Miami Dade County Ordinance, Section 17-176(1)(A). The Tenant Bill of Rights can be Found here: www.miamidade.gov/socialservices/library/notice-of-tenants-rights.pdf

If your landlord does anything like this, you can sue the landlord for 3 times the rent or actual and consequential damages, whichever is greater, and also recover your attorney's fees and costs. This applies to each time the landlord commits a prohibited practice. You can sue the landlord in Small Claims Court without an attorney if your damages are \$8,000 or less. To do this, you should see our brochure on "How to Sue in Small Claims Court." A link to the brochure can be found here: <https://static1.squarespace.com/static/6204462606cc3a3c0d106488/t/636bbf98be1ded6c2e89d40a/1668005785906/Small+Claims+%282%29.pdf>

If you want the judge to order the landlord to let you back in, or turn on the utilities, you can file a Complaint in County Court (as opposed to Small Claims Court). This type of order is called an "injunction." You may also seek damages in the same lawsuit. A sample Complaint is included with this brochure. If your landlord tries to force you to leave without going through the Court, you should also call the police. Show the police this brochure and ask for their assistance. They will not arrest your landlord, but sometimes they will tell the landlord to let you back in or to restore the utilities.

SEND A LOCK OUT LETTER TO YOUR LANDLORD

Sometimes a landlord will reconsider and let you back into the unit if you explain the law to him or her. The best way to do this is to write the landlord a letter. Keep a copy of the letter you give your Landlord. A sample letter is included in this brochure.

FILING A COMPLAINT IN COUNTY COURT FOR INJUNCTIVE RELIEF

- **Steps:**

Step 1: File Complaint. A draft Complaint is included at the end of this brochure.

Step 2: Serve the Complaint on the Landlord.

Step 3: Contact the Judicial Assistant and request an Emergency Hearing on your Emergency Motion for Injunctive Relief (in cases where your water or electricity is shut off, or you have been locked out). Go to the hearing and tell the Judge you want the utilities back on. Bring any evidence or witnesses you may have. A list of the Judges, Judicial Assistants, and their contact information is constantly updated here: https://www.jud11.flcourts.org/documents/judicial_directory/jud_dir2a.pdf.

Step 4(a): Attend mediation, if ordered. One of two things will occur:

- Come to an agreement with the other party and settle the case.
- Fail to come to an agreement with the other party and go to trial.

Step 4(b): Attend trial, if ordered. One of two things will occur:

- Lose trial and do not recover damages.
- Win and recover damages.

Step 5: Submit Final Judgment form, if you win.

Step 6: Collect judgment by following post-judgment procedures.

- **Fees.** The filing fees for your Complaint are based on how much money you are suing for.

If you are low income, you can have the filing fee waived by filling out the Application for Determination of Civil Indigent Status. Ask the Clerk for this form when you file the lawsuit.

- **Service.** "Service" is when the Sheriff or process server personally hand delivers a copy of your lawsuit to your landlord. You must know precisely who you are suing. Make sure you have the correct legal name and address of the person or business you are suing. Your lawsuit cannot proceed until the landlord has been served. If you are suing a corporation, you first try serve the Registered Agent. You may get the name of the registered agent by calling "Corporate Information" at the Florida Secretary of State, 1-850-488-9000 or from the Sunbiz website www.sunbiz.org. If you cannot serve the registered agent, then you can serve any corporate officer.

You have 2 service options:

1. You may use the Sheriff to serve the Summons and it will cost you \$40.00 unless you get a fee waiver.
 2. You may use a Court approved process server to serve the landlord (sometimes quicker than the Sheriff.) Cost may vary depending on provider. You may obtain a list of process servers by calling the Clerk at (305) 349-5543.
- **What to File.** At the Clerk's office you must submit a Summons and Complaint. A sample Complaint has been included with this brochure. Ask the Clerk for the form Summons. You must also pay the filing fee and summons fees or file your Applicant for Determination of Civil Indigent Status. The clerks cannot give you any legal advice about the forms.

You also need to file an “Emergency Motion for Injunctive Relief” to restore your water or electricity, or to gain access to your unit. A sample form is included with this brochure. This is the way you ask the Court to order your landlord to restore water or electricity to your home, or to order your landlord to let you back into your unit.

Bring all the information and papers concerning your Complaint and Emergency Motion for Injunctive Relief with you to one of the Court locations. For example, if your case is based on your landlord locking you out and you called the police, you should attach a copy of the police report you received as proof that you were actually locked out by your landlord, if you have it.

- **Where to File.** You can file your lawsuit at any of the Court locations listed below:
 - 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

AFTER YOU FILE YOUR COMPLAINT

After the complaint is served on the landlord, the landlord will have 20 days to respond. If it is an emergency, such as no water, you should call the Judicial Assistant and request an emergency hearing on your “Emergency Motion for Injunctive Relief” so that your Complaint is seen by a Judge immediately.

If it is not an emergency, a Judge may order that you and the landlord go to mediation. The advantage of mediation is that your case is over right away and you are sure of the result, instead of taking a chance with a trial. The disadvantage is that you may have to pay for mediation and you may not get everything you want. If you and the landlord cannot agree to any terms at mediation, then the Judge may order a trial.

WHAT WILL HAPPEN AT YOUR TRIAL

The trial is the final hearing in your case. At the trial all the witnesses testify and both sides present whatever documents or other evidence they have. If you have filed the Complaint, you are the plaintiff and you present your case first. You can start with an “opening statement,” where you explain to the Court what the case is about, what you are going to prove and how you will prove it.

After the plaintiff has presented everything necessary to prove the case, then the defendant has the opportunity to present his or her side of the case. Both you and your landlord can call witnesses and introduce documents and other evidence for the Judge to consider. Both of you can also ask questions of the other party’s witnesses.

After both sides have presented their cases, then both the plaintiff and defendant can make a “closing argument.” In the closing argument, each party tries to persuade the Court to rule in his favor. You can restate to the Judge what you have proved and why you should win.

The Judge then decides the case and issues a decision. This is called the Final Judgment and will be written. Usually the Judge rules immediately after the trial; sometimes the Judge will take additional time to rule.

If the Judge makes a decision in your favor, you will receive a Final Judgment in the mail or be instructed to go to the Clerk's Office to obtain a Final Judgment form. You are required to submit the Final Judgment form to the Judge for signature. You must complete it and provide copies to the Judge and the defendant, along with addressed stamped envelopes for all parties. You should also keep a copy for yourself. A Final Judgment is a legal document stating that one party is entitled to recover damages in a specified amount from another party.

If the Judge makes a decision in favor of your landlord, you could be liable to your landlord for attorney's fees and costs.

Note: At any time during this process, the defendant may pay you and settle the claim. However, obtaining a judgment against a party is NOT the same as collecting that judgment, and can be difficult. Post-judgment legal procedures are often required prior to any collection. You may find it necessary to hire an attorney to assist you with the post-judgment procedure. You can call the Dade County Bar's Lawyer Referral Service at (305) 371-2646 for a referral to an attorney who does collection work. However, they may charge for their services.

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

CIVIL DIVISION

CASE NO.: _____

Plaintiff(s),

vs.

Defendant(s).
_____ /

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, _____ (hereinafter the "Plaintiff"), sues Defendant, _____
_____ (hereinafter the "Defendant"), and as grounds states:

FACTS

1. This is an action for declaratory and injunctive relief and for compensatory damages not exceeding \$15,000.00.
2. The Plaintiff is a "tenant" within the meaning of Fla. Stat. § 83.43(4).
3. The Defendant is a "landlord" within the meaning of Fla. Stat. § 83.43(3).
4. The Plaintiff resides at the dwelling unit located at _____
_____ (address) (hereinafter the "premises").
5. At all relevant times, the Plaintiff resided and/or resides at the premises.
6. The Defendant is the landlord of the premises where the Plaintiff lives.
7. Plaintiff's monthly rent is \$_____.
8. On _____ (date), the Defendant did the following acts (check all that apply):
 - Defendant shut off the water.
 - Defendant shut off the electricity.
 - Defendant prevented my access to the premises by changing the locks or otherwise locking me out of my home.
 - Other: _____
9. Plaintiff has not surrendered possession of the premises to the Defendant.
10. Plaintiff has not abandoned the premises.
11. Plaintiff is entitled to reasonable fees and costs pursuant to Fla. Stat. § 83.67(6) and Miami Dade County Ordinance Sec. 17-176(1)(a).

CLAIMS FOR RELIEF

COUNT I: PROHIBITED PRACTICES (Declaratory and Injunctive Relief Pursuant to Fla. Stat § 83.67)

12. Plaintiff realleges and reincorporates paragraphs 1 through 11 as if fully stated herein.
13. This is an action for declaratory relief, and for temporary and permanent injunctive relief, pursuant to: Fla. Stat. § 83.67; and other applicable Florida law.
14. The Defendant's acts, as alleged in Paragraph 8, constitute "prohibited practices" as defined in Fla. Stat. § 83.67(1).
15. The Defendant's acts, as alleged in Paragraph 8, constitute "irreparable harm" within the meaning of Fla. Stat. §§ 83.67(1)-(2) and 83.67(6).
16. The Plaintiff is indigent and unable to post bond for the issuance of a temporary injunction. Furthermore, pursuant to Fla. R. Civ. P. 1.610(b), no bond is required for issuance of a temporary injunction issued solely to prevent physical injury.

WHEREFORE, Plaintiff respectfully requests this Court to:

- A. Declare that Defendant has unlawfully violated Fla. Stat. § 83.67
- B. Order that Defendant immediately comply with Fla. Stat. § 83.67 by requiring Defendant to remedy the prohibited practice.
- C. Award Plaintiff the declaratory and injunctive relief; and,
- D. Grant such further relief as the Court deems necessary and proper.

COUNT II: PROHIBITED PRACTICES (Damages Pursuant to Fla. Stat § 83.67)

17. Plaintiff realleges and reincorporates paragraphs 1 through 16 as if fully stated herein.
18. This is an action for compensatory damages pursuant to Fla. Stat. § 83.67.
19. The Defendant's acts, as alleged in Paragraph 8, constitute "prohibited practices" as defined in Fla. Stat. § 83.67(1).
20. Pursuant to Fla. Stat. Fla. Stat. § 83.67(6), "a landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees."

WHEREFORE, Plaintiff respectfully requests this Court to:

- A. Award Plaintiff the greater of actual and consequential damages or three months of rent pursuant to Fla. Stat. § 83.67(6) for each violation of Florida Statute 83.67;

- B. Award Plaintiff fees and costs pursuant to Fla. Stat. §§ 83.67, 83.59, and 83.48; and,
- C. Grant such further relief as the Court deems necessary and proper.

**COUNT III: PROHIBITED PRACTICES
(Declaratory and Injunctive Relief Pursuant to MDC Ord. Sec. 17-176(1)(a))**

- 21. Plaintiff realleges and reincorporates paragraphs 1 through 20 as if fully stated herein.
- 22. This is an action for declaratory relief, damages, and for temporary and permanent injunctive relief, pursuant to: MDC Ordinance Sec. 17-176(1)(a); and other applicable Florida law.
- 23. The Defendant's acts, as alleged in Paragraph 8, constitute "unlawful practice" as defined in MDC Ordinance Sec.17-176(1)(a).
- 24. Pursuant to MDC Ordinance Sec. 17-176(1)(a), "it shall be unlawful for any landlord to terminate or interrupt any utility service in violation of section 83.67, Florida Statutes, whether the utility service is under the control of, or payment is made by, the landlord."

WHEREFORE, Plaintiff respectfully requests this Court to:

- D. Declare that Defendant has unlawfully violated MDC Ordinance Sec.17-176(1)(a).
- E. Order that Defendant immediately comply with MDC Ordinance Sec.17-176(1)(a).;
- F. Award Plaintiff damages pursuant to MDC Ordinance Sec.17-179.
- G. Award Plaintiff fees and costs pursuant to the MDC Ordinance Sec.17-179; and,
- H. Grant such further relief as the Court deems necessary and proper.

Dated this ____ day of _____, 20____.

Respectfully submitted,

BY: Plaintiff, _____

Under penalty of perjury, I do swear and affirm that all of the information contained in this "Verified Complaint for Injunctive Relief and Damages" is true and correct.

Address: _____

Telephone: _____

E-mail: _____

THIS SAMPLE FORM WAS CREATED BY LEGAL SERVICES OF GREATER MIAMI, INC

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

CIVIL DIVISION

CASE NO.: _____

Plaintiff(s),

vs.

Defendant(s).
_____ /

EMERGENCY MOTION FOR INJUNCTIVE RELIEF

Plaintiff, _____ (hereinafter the "Plaintiff"), sues Defendant, _____
_____ (hereinafter the "Defendant"), and as grounds states:

2. Plaintiff filed a Verified Complaint for Injunctive Relief and Damages. All of the facts alleged are incorporated herein.
3. The Plaintiff is a "tenant" within the meaning of Fla. Stat. § 83.43(4)
4. The Defendant is a "landlord" within the meaning of Fla. Stat. § 83.43(3).
5. The Plaintiff resides at the dwelling unit located at _____
_____ (address) (hereinafter the "premises").
6. At all relevant times, the Plaintiff has resided at the premises.
7. The Defendant is the landlord of the premises where the Plaintiff lives.
8. Plaintiff's monthly rent is \$ _____.
9. On _____ (date), the Defendant did the following acts (check all that apply):
 - Defendant shut off the water.
 - Defendant shut off the electricity.
 - Defendant prevented my access to the premises by changing the locks or otherwise locking me out of my home.
 - Other: _____

10. Plaintiff has not surrendered possession of the premises to the Defendant.
11. Plaintiff has not abandoned the premises.
12. Defendant has engaged a prohibited practice as alleged in the Complaint.
13. Plaintiff is currently suffering irreparable harm due to Defendant's unlawful acts.

- 14. Defendant's acts, as alleged in Paragraph 8, constitute "irreparable harm" within the meaning of Fla. Stat. §§ 83.67(1)-(2) and 83.67(6).
- 15. Plaintiff is entitled to reasonable fees and costs pursuant to Fla. Stat. § 83.67(6).

WHEREFORE, Plaintiff respectfully requests this Court to:

- A. Declare that Defendant has unlawfully violated Fla. Stat. § 83.67 and MDC Ord. Sec. 17-176;
- B. Order that Defendant immediately comply with Fla. Stat. § 83.67 and MDC Ord. Sec. 17-176 by immediately remedying the prohibited practice.;
- C. Award Plaintiff the greater of actual and consequential damages or three months of rent pursuant to Fla. Stat. § 83.67(6);
- D. Award Plaintiff fees and costs pursuant to Fla. Stat. §§ 83.67 and 83.48; and,
- E. Grant such further relief as the Court deems necessary and proper.

Dated this ____ day of _____, 20____.

Respectfully submitted,

By: Plaintiff, _____

Address: _____

Telephone: _____

E-mail: _____

Date: _____

Landlord's Name

Landlord's Address

RE: PROPERTY LOCATED AT _____

Dear _____:

On _____(date), I believe you did the following illegal acts to force me out of my unit (check all that apply):

- You shut off the water.
- You shut off the electricity.
- You prevented my access to the premises by changing the locks or otherwise locking me out of my home.
- Other: _____

Pursuant to Fla. Stat. §83.67 and MDC Ord. Sec. 17-176(1)(a), if you want me out of the unit, then you must file an eviction in Court. **Self-help evictions are prohibited in the State of Florida.** If the Judge in the eviction case orders me evicted, then the Miami-Dade County Sheriff's Department will put me out.

The actions you have taken may have violated Florida's landlord/tenant laws and may make you liable to me for 3 times the rent or actual and consequential damages, whichever is greater, and my attorney's fees and costs, for each violation. I am attaching a copy of this law. I suggest you consult with your attorney who can confirm this.

I demand that you stop your illegal activity within 3 hours of receiving this letter. That should give you sufficient time to confirm that what I have said is true. Otherwise, I may go to court to enforce my rights.

Sincerely,

Signature

Print Name

Telephone

Florida Statutes, § 83.67. Prohibited practices—

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a service member in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

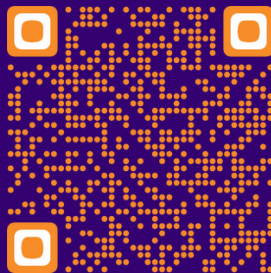
For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a service member who is a prospective tenant who has been discriminated against under subsection (3).

History.—s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.



**SCAN for
more information**



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