



RIGHTS OF TENANTS WITH A WRITTEN LEASE

WHAT IS A LEASE?

A written lease is the agreement with your landlord to rent the place where you live. It explains how much you pay in rent, what day you have to pay, and how long you can live there.

MOVING OUT AT THE END OF YOUR LEASE

Make sure you re-read your lease. Sometimes you need to give your landlord written notice that you are moving out at the end of the lease. Make sure you do this in writing and keep a copy for your records. The landlord cannot require you to give more than 60 days' notice at the end of your lease.

If your landlord lets you stay after your lease expires, or continues to take your rent each month, then you become a "month-to-month" tenant, unless your lease says something else.

If your lease expires, but you continue to live in the property, your landlord may try to treat you as a "holdover" tenant. Your landlord must first provide you with a written notice that you must move out and you are a holdover tenant. If you are a holdover tenant, your landlord may recover double rent if he sues you for money.

BREAKING A WRITTEN LEASE

If you signed a lease, and you want to move out before the lease expires, you are breaking the lease. You should...

Read the Lease

If your lease is for a specific amount of time, then read the lease to see if you are allowed to leave early. Sometimes there are penalties for doing this. The lease will also tell you how many days' notice you must give to your landlord.

Talk to Your Landlord

If your lease doesn't allow you to move out early, then talk to your landlord to see if you can agree to an early move-out date. If you come to an agreement, make sure you put it in writing, and make sure you and your landlord sign it. Keep a copy for your records.

Breaking the Lease Early

If your landlord will not agree that you can move out early, but you still do, your landlord has different options. Read what your lease says about what happens when you do this. In general, your landlord has the option to:

- *Terminate the lease.* Your landlord may decide not to take any further action against you and not ask you to pay any money even though you moved out early and broke the agreement.
- *Hold you responsible for the rent due under the rest of the lease.* For example, if you signed a lease for one year, and you move out six months early, the landlord may demand the remaining six months of rent from you. Be aware that your landlord could send your account to collections for this money.
- *Re-rent the apartment to reduce any rent you may owe the landlord.* If your landlord re-rents the apartment, it will reduce what you owe the landlord. You will not be responsible for any rent after a new person moves in.
- *Charge you "liquidated damages."* Your lease may provide for "liquidated damages" if you move out early. This is a lump sum of money that you and your landlord agree that you will pay if you break your agreement and move out early.

SUBLEASING OR ASSIGNING YOUR LEASE

Read your lease to see if you are allowed to sublease or assign your lease to another person. Some landlords do not allow it, but others will charge a fee to do this. Usually, landlords want to approve the person who will sublet or take over your lease.

- **Subleasing.** If you sublease the property, you are still responsible for any rent and damages even if caused by the tenant. The landlord can sue you for the damages and unpaid rent. You can then sue the person you sublet to.
- **Assigning Your Lease.** If you assign your lease, then another person is taking over your responsibilities described in your lease. You may or may not be responsible for the subtenant's unpaid rent or damages, depending on the terms of the assignment. Make sure any agreement is in writing and signed by everyone. Keep a copy for your records.

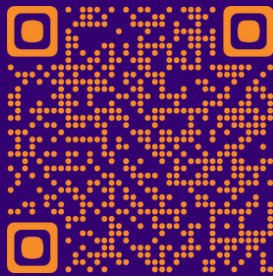
IF YOU MOVE OUT AND SOMEONE IS STILL IN THE RENTAL UNIT

If you are named on the lease, you are still responsible to the landlord for any rent and damages to the unit even if you move out. The only exception to this is if the landlord agrees to release you from the lease. If the landlord agrees you would not be responsible for future damages or rent, get the agreement in writing and keep a copy for your records.

IMPORTANT NOTE FOR RENT INCREASES IN MIAMI-DADE:

If you plan to re-sign a lease in Miami Dade County and your landlord wants to increase the rental rate by more than 5% at the end of the rental term, your landlord must provide 60 days written fair notice to the tenant before you must either:

- accept the new price; OR
- reach an acceptable compromise; OR
- reject the new price and move out.



**SCAN for
more information**



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

www.legalservicesmiami.org