



I Have a Written Lease. What are my Rights?

WHAT IS A LEASE?

A lease is a written agreement with your landlord to rent the place where you live. Among other things, it explains how much you pay in rent, as well as how long you can live there.

BEFORE I SIGN A LEASE...

Read the lease carefully before you sign it. If you have a problem with any part of the lease, discuss your concerns with the landlord to see if they can make changes. Get the changes in writing.

Make sure the lease includes everything you agreed to. Review the amount of the security deposit, the amount of rent you will owe each month, who is responsible for paying utilities, and what happens if you move out early. Beware of unreasonable late or service fees. If you must pay money before or when you sign the lease, get proof of payment.

Look at the property carefully and check every room. Make sure everything works, including toilets, drains, appliances, windows, furnace, air conditioner and locks. Do the keys work? Are there bugs? Do any repairs need to be made?

WHAT IF I FIND PROBLEMS WHEN I INSPECT THE UNIT?

Consider looking somewhere else to rent. If the place is not fixed up, you may have a bad landlord.

If you still want to live there, make a written list of repairs. Date it, keep a copy for your records and give it to the landlord. Ask the landlord to agree, in writing, to complete the repairs at no charge by a certain date. Have the landlord sign the agreement. Keep the agreement with your other important papers.

BEFORE I MOVE IN...

Schedule a move-in inspection with your landlord. Take photos of each room. Take photos of any defective conditions.

HOW CAN I GET AND STAY ORGANIZED?

Get and keep proof every time you pay your rent. This proof may be a rent receipt, cancelled check, or money order receipt. Keep your proof of your payment with all your other important

papers such as the lease, security deposit receipt, letters you get from your landlord and copies of letters you send to your landlord.

SHOULD I NEGOTIATE TO RESOLVE ISSUES?

Negotiation can help fix a dispute without having to go to court. Talk to your landlord about a specific problem and try to find a solution to which you both can agree. If you and your landlord reach a solution, write out the agreement, and make sure your landlord signs the agreement. That way you both know exactly what is in the agreement. Keep a copy with all of your other important papers.

WHAT IF MY LANDLORD WANTS TO MAKE CHANGES TO MY LEASE AFTER I MOVE IN?

In most cases, your landlord must get your permission to make changes during the lease term. If you do not give your permission, in most cases, your landlord must wait until the lease ends and try to make changes in the next lease.

WHAT IF I WANT TO LEAVE BEFORE MY LEASE ENDS?

A lease is a contract. Both you and your landlord have to follow its terms. If you signed a lease, and you move out before the lease expires, you may be breaking the lease.

TIP: Read the lease to see if you are allowed to leave early. Sometimes there are fees for leaving early. The lease may also tell you how many days' notice you must give to your landlord to end the lease early.

If your lease does not allow you to move out early, then talk to your landlord to see if you can make an agreement to move early. If you come to an agreement, make sure you get the agreement in writing, and have your landlord sign it. Keep a copy for your records.

If your landlord will not agree to let you move out early, but you still move early, your landlord has different options. Read what your lease says about what happens when you do this. In general, your landlord may have several options:

- Permit early termination. Your landlord can let you move out early at no extra cost even though you broke the agreement and moved out early.
- Charge rent for the rest of the lease. Your landlord can keep the unit empty and charge you for the rest of the rent due under the lease. For example, if you move out 5 months early, the landlord may keep the unit empty and make you pay the remaining 5 months of rent.
- Rent the apartment to a new tenant. Your landlord can try to rent the unit right away, which will reduce what you owe the landlord. You will not be responsible for the full rent after a new person moves in (but you may have to pay the difference if the rent is lower).

- Charge you an early termination fee. If your lease provides for “liquidated damages,” and if you break the agreement and move out early, your landlord may be able to charge you a lump sum of money.

WHAT IF MY LANDLORD SELLS THE PROPERTY I RENT?

If you have a written lease, and your landlord sells the property, usually the new owner is bound to the lease you signed with your former landlord. The new owner cannot change any of the lease terms, including the amount of rent you pay, without your permission.

WHAT HAPPENS WHEN I MOVE OUT AT THE END OF MY LEASE?

Read your lease. Some leases require you to move at the end of your lease unless other arrangements are made. Sometimes you have to give your landlord written notice that you are moving out at the end. If your lease requires notice, give notice in writing, and keep a copy for your records. The landlord cannot make you give less than 30 days’ notice or more than 60 days’ notice.

WHAT HAPPENS WHEN/IF I STAY AFTER MY LEASE EXPIRES?

If your landlord lets you stay after your lease ends, or continues to take your rent each month, then you may become a “month-to-month” tenant, unless your lease says something else. If your lease ends, but you continue to live in the property without permission, 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 that you are a holdover tenant. If you are a holdover tenant, your landlord may recover double rent if it sues you for money.

CAN I SUBLEASE MY RENTAL UNIT, OR ASSIGN MY LEASE TO SOMEONE ELSE?

Read your lease to see if you are allowed to “sublease” or “assign” your lease to another person. Some landlords do not allow it, and others will charge a fee. Most landlords want to pre-approve the tenant who will sublet or take over your lease.

If you sublease the property, you are still responsible for any rent and damages even if caused by the new tenant. The landlord can sue you for the damages and unpaid rent. You can then sue the person who sublet the unit from you.

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 tenant’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.

I MOVED OUT, BUT SOMEONE ELSE IS STILL IN THE RENTAL UNIT...

If you signed the lease, you may still be responsible to the landlord for any rent and damages charged after you move out. The only exception to this is if the landlord specifically agrees to release you from responsibility for the lease. If the landlord agrees not to hold you responsible for future rent or damages, get it in writing and keep a copy for your records.

WHAT IF I LIVE IN PUBLIC HOUSING, SUBSIDIZED, OR LOW-INCOME HOUSING, OR I HAVE A SECTION 8 VOUCHER?

All of the rules above may NOT apply. You should contact an attorney at your local legal aid program for advice.

WHAT IF I OWN MY MOBLIE HOME AND RENT A MOBILE HOME LOT IN A PARK?

All of the rules above may NOT apply. You should contact an attorney at your local legal aid program for advice.

This fact sheet is for general education only it is not intended to be used to solve individual problems. If you have specific questions contact a lawyer. The laws described here may change without notice. You may find additional resources at: <https://www.jaxlegalaid.org/get-help/self-help/pamphlets-videos/>. Revised October 2023.

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