



I Am a Tenant, but I Don't Have a Written Lease. What Are My Rights?

KEY POINT: An oral agreement to rent property is just as valid as a written lease. You are still a tenant, and you are still renting the property, even if you don't have a written lease.

WHAT KIND OF AGREEMENT ("TENANCY") DO I HAVE WITH THE LANDLORD?

It depends on how often you pay rent. If you pay rent weekly, you are a week-to-week tenant. If you pay rent monthly, you are a month-to-month tenant. Although less common, rent can also be paid quarterly or yearly.

CAN THE LANDLORD CHANGE THE TERMS OF THE AGREEMENT?

Yes, but only if the landlord gives proper written notice. If you are a tenant without a written lease, the landlord has to give you written notice if it wants to change the terms of your agreement. For example, the landlord may want to change the amount of rent, when the rent is due, or whether utilities are included in the rent.

HOW MUCH WRITTEN NOTICE MUST A LANDLORD GIVE TO TERMINATE OR CHANGE THE AGREEMENT?

If the landlord wants you to move out, or change the agreement, the amount of written notice they have to give you depends on what type of tenant you are:

Week-to-week:	7 days before the end of any weekly period.
Month-to-month:	30 days before the end of any monthly period.
Quarterly:	30 days before the end of any quarterly period.
Yearly:	60 days before the end of any yearly period.

For example, if you are a month-to-month tenant, and your rent is due on the first day of each month, written notice must be given at least 30 days before the first day of the next month if your landlord wants to terminate the agreement. If you do not move out by the deadline, your landlord may file an eviction lawsuit against you.

If you are a tenant facing eviction and have questions about your situation, you can go to Jacksonville Area Legal Aid's website at www.jaxlegalaid.org to learn more about tenant rights, or to www.floridaevictionhelp.org for assistance drafting a response to an eviction lawsuit.

I AM A GOOD TENANT. CAN THE LANDLORD STILL TERMINATE THE AGREEMENT?

Yes. Your landlord does not have to give a reason to terminate your oral agreement.

There might be some exceptions. One exception is that your landlord cannot terminate your agreement in retaliation against you. For example, if you complained to the government because your landlord will not make repairs, and your landlord tells you to leave, this is retaliation. This is illegal, and it could be a defense to an eviction lawsuit. On the other hand, if the landlord proves that the eviction is for good cause (e.g., nonpayment of rent or a violation of reasonable rules), you cannot use retaliation as a defense to an eviction lawsuit.

In addition, under both federal and local law, it is illegal for your landlord to discriminate against you (i.e., treat you differently or worse) because of your race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, or disability when deciding to terminate your oral lease agreement.

You can find other examples of retaliation in Section 83.64, Florida Statutes.

I HAD A WRITTEN LEASE, BUT IT EXPIRED. WHAT RULES APPLY TO ME?

It depends. Your expired lease may have terms in it that address this situation. If so, those rules may apply. Even if there are no terms in the expired lease, if you continue to pay rent, some of the rules in the lease may still apply.

WHAT IF I LIVE IN PUBLIC HOUSING, HAVE A SECTION 8 VOUCHER, LIVE IN SUBSIDIZED OR LOW-INCOME HOUSING, OR RENT A MOBILE HOME LOT IN A PARK?

The rules above may NOT apply, and probably don't apply to your situation. Different timeframes and procedures may 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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