



ILLEGAL EVICTIONS

Has Your Landlord Locked You Out or
Turned Off Your Utilities?
THIS IS AGAINST THE LAW.

WHAT ARE ILLEGAL EVICTIONS?

Under Florida law, your landlord **CANNOT**:

- Lock you out of your rental or change the locks;
- Remove or throw away your things in your rental;
- Shut off your utilities, like your water, electricity, or appliances;
- Interfere with, or make it impossible to, access the rental;
- Remove the outside doors or locks; or
- Force you to move without going through the court process.

If the landlord does, it could be a “self-help” or illegal eviction, and it’s against the law (Section 83.67, Florida Statutes). A landlord who does any of these things may have to pay you for the harm they caused (for example, a hotel bill you had to pay, spoiled food when the power was off, etc.) or three months’ rent, whichever is more. Read further for more information.

Even if you are behind on your rent, you have the right to stay in your rental home unless/until your landlord lawfully evicts you by going through the court process.

WHAT IS THE PROPER EVICTION PROCESS?

To legally force a tenant to move, a landlord has to:

1. If required, give the tenant a written notice of lease termination (or notice to vacate), asking the tenant to leave by a specific date.
2. File an eviction lawsuit in court if the tenant does not move by the deadline.
3. Win the eviction lawsuit and get an eviction judgment from the court.
4. Get a final 24-hour notice (“Writ of Possession”) from the court and have the sheriff post it on the rental.
5. Have the sheriff come out to the property 24 hours later and remove the tenant from the rental. The sheriff will *then* let the landlord change the locks and remove any of the tenant’s things that are still inside the rental.

ARE THERE ANY EXCEPTIONS?

Yes. The landlord IS allowed to change the locks, remove your things, shut off the utilities, etc., without following the eviction court process if:

1. You "surrendered possession" of the rental (you willingly moved out and gave the rental back to the landlord); or
2. You "abandoned" the rental. You may have "abandoned" your rental if you were gone for long enough without paying rent and failed to give your landlord notice that you would be gone. For example, if you pay rent monthly, you may have "abandoned" your rental if you were gone for half a month without paying your rent for that month and didn't give your landlord written notice you would be gone for that long.

WHAT CAN I DO IF MY LANDLORD TRIES TO EVICT ME ILLEGALLY?

You can try to fix the problem by speaking with your landlord, and explaining to them that what they did was illegal. If you do not think that will work, or already tried that and it did not work, or if your landlord is threatening more illegal action, you may do the following:

1. Call the police if you have been locked out. The police may not be able to resolve the situation completely, but they should tell your landlord to let you back in, to leave the property, and to stop breaking the law. Tell the police you are fearful for your safety and ask the police to keep the peace. Ask the police to write a report.
2. If your landlord has shut off your utilities, call the utility company to request that they turn the utilities back on in your name (you might be required to pay a deposit and service charge if the account was not previously in your name).
3. If your landlord has locked you out, you may get back in by cutting the lock, changing the lock, or going in through a window. Make sure you have some proof available to show that you live in the home so that the police will not arrest you for "breaking in." In some cases, the police may be willing to keep the peace while you re-enter. Make sure you can re-enter the home safely.
4. Sue your landlord for breaking the law. See below.

HOW CAN I SUE MY LANDLORD?

If your landlord has violated the law by committing a "self-help" eviction, you can sue your landlord by filing a "complaint" with the court. You may sue for money. You can also sue for an "injunction," where the court can make your landlord fix the problem (like changing the locks back or turning the utilities back on), stop breaking the law, and leave you alone. If your landlord removed your things from the rental and is keeping your things from you, you can also ask the judge for an order making your landlord give your things back to you.

If you sue your landlord, you should explain in the “complaint” that you are suing your landlord under Section 83.67 of the Florida Statutes. You should also explain whether you are suing for money, an injunction, or both.

If you prove that your landlord used “self-help” eviction, you can get a judgment requiring your landlord to pay for the harm they did (a hotel bill you had to pay, spoiled food when the power was off, etc.) or three months’ worth of rent, whichever is more, plus court costs and attorney fees. If you prove that your landlord broke the law more than once (for example, if your landlord shut off your utilities one day and then locked you out on the next day), you can get a judgment requiring the landlord to pay for *each* separate violation.

In your lawsuit, if the total amount of money you are asking the court to make your landlord pay you is \$8,000 or less, you should file your lawsuit in “Small Claims Court.” If the total amount of money you are asking the court to make your landlord pay you is more than \$8,000 and less than \$50,001, you must file your complaint in “County Court.” **If you want the court to grant an injunction, you must file your complaint in “County Court.”**

There is a filing fee to sue your landlord. However, you can ask the court clerk to give you the form you can fill out to request to have the filing fee waived if you cannot afford to pay the fee.

SPECIAL NOTE:

The information in this document applies to normal landlord-tenant situations, such as the rental of a house, mobile home, or apartment. It does NOT apply to some other situations, such as temporary occupancy in a hotel room or in a treatment facility. If you are not sure if you are covered by the landlord-tenant laws, you should apply for services at JALA or contact another attorney.

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 December 2023.

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