



My Landlord Won't Renew My Lease. What Are My Rights?

CAN MY LANDLORD CHOOSE NOT TO RENEW MY WRITTEN LEASE WITHOUT A GOOD REASON?

Yes, in most cases, but your landlord has to give the kind of notice that your lease requires.

Read your lease. Some leases require you to move out at the end of your lease unless other arrangements are made to continue the tenancy. Other leases require the landlord to give timely notice of lease non-renewal. A lease may not require less than 30 days' notice or more than 60 days' notice from either the tenant or the landlord. In many cases, if the landlord doesn't give timely notice when required, your tenancy may continue on a month-to-month basis.

If your lease requires the renewal to be in writing, and you want to renew your lease, make sure you meet with the landlord before the lease expires to get all paperwork completed.

I DON'T HAVE A WRITTEN LEASE. CAN MY LANDLORD CHOOSE NOT TO RENEW MY TENANCY WITHOUT A GOOD REASON?

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

If the landlord wants you to move out, the amount of written notice you must receive before your landlord can terminate your tenancy also depends on the 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 you do not move out by the deadline, your landlord may file an eviction lawsuit against you to enforce the lease nonrenewal.

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

WHAT IF I REMAIN IN THE RENTAL WITHOUT PERMISSION?

If you remain in the rental after your lease expires or after your landlord demands you leave, 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 JALA'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.

If your lease expires, but you continue to live in the property without permission, your landlord may try to treat you as a "holdover" tenant. If you are a holdover tenant, your landlord may have the right to recover double rent in a lawsuit for money damages.

ARE THERE ANY EXCEPTIONS?

Exceptions may apply in some cases. 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 violation of reasonable rules), retaliation may not be used as a defense.

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 making the decision to terminate your tenancy.

Additional examples of retaliatory conduct can be found in Section 83.64, Florida Statutes.

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?

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

For example, if you rent a unit that is restricted by the Low-Income Housing Tax Credit (LIHTC) Program, your landlord must have "good cause" to non-renew your lease. In addition, LIHTC landlords cannot discriminate against voucher families and must accept Section 8 voucher tenants.

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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