

I'm not a robot



Last Updated: April 29, 2024 by Roberto Valenzuela From start to finish, an eviction in Florida can be completed in 2-3 weeks. However, it can take longer depending on the reason for the eviction and whether the tenant contests it. Grounds for an Eviction in Florida In Florida, a landlord cannot legally evict a tenant without cause. Legal grounds to evict include: Not paying rent on time Staying after the lease ends Violating the terms of the lease Committing illegal activity Depending on the grounds for eviction, the landlord needs to give proper notice and provide the tenant a chance to cure the violation. Nonpayment of Rent In Florida, a landlord can evict a tenant for not paying rent on time. To do so, the landlord must first serve the tenant a 3-days' notice to quit, which gives the tenant an opportunity to pay the balance due or move out. Unless the lease states otherwise, rent is due at the beginning of each month and is considered late in Florida the day immediately after its due date. Florida landlords are not required to give tenants a rent payment grace period. However, if the lease or rental agreement allows for one, then the landlord must honor it. If the tenant does not pay the balance due or move out by the end of the notice period, the landlord can move forward and file an eviction lawsuit. If rent is due on May 1st, it will be considered late starting on May 2nd, unless the lease specifically states there is a grace period. End of Lease or No Lease In Florida, a landlord can evict a tenant who does not have a lease ("tenant at will") or has a lease that has terminated and continues to remain on the premises ("holdover tenant"). The landlord must first terminate the tenancy by giving the tenant a proper 30-days' notice to vacate. If the tenant does not move out by the end of the notice period, the landlord can move forward and file an eviction lawsuit. Lease Violations In Florida, a landlord can evict a tenant for violating the terms of their lease or not upholding their legal responsibilities under Florida landlord-tenant law. Landlords must first serve the tenant a 7-days' notice to comply or vacate, which gives the tenant a chance to fix the issue or move out. Examples of lease violations include: Allowing an unauthorized occupant or pet to reside in the rental unit Failing to maintain the premises in a clean and sanitary manner Refusing to allow the landlord access to the rental unit Causing minor property damage (i.e. small holes in the sheetrock or missing blinds) Disturbing the peace and enjoyment of other persons If the tenant does not fix the issue or move out by the end of the notice period, the landlord can move forward and file an eviction lawsuit. In Florida, a landlord can evict a tenant for causing substantial property damage or repeating a lease violation within a 12-month period for subsequent or continuing noncompliance. To do so, the landlord must first serve the tenant a 7-days' notice to vacate. The tenant does not have the option to fix the issue and must move out within the 7 day period. If the tenant does not move out by the end of the notice period, the landlord can move forward and file an eviction lawsuit. Illegal Evictions In Florida In Florida, there are a few different types of evictions that are illegal. If proven in court, the landlord could be required to pay the tenant the cost of damages or 3 months of rent, whichever is greater, along with tenant's legal fees. "Self Help" Evictions A landlord is not allowed to attempt to forcibly remove a tenant by: Changing the locks Shutting off utilities Removing tenant belongings A tenant can only be legally removed with a court order obtained through the formal eviction process. Retaliatory Evictions It is illegal for a landlord to evict a tenant in response to exercising a legally protected right. These rights include: Complaining to the landlord about an issue with the property Contacting a local or government agency about an issue with the property Joining, supporting or organizing a tenant union or organization Pursuing legal action against the landlord Withholding rent for a legally acceptable reason Read More In Florida, all evictions follow the same process: Step 1: Landlord Serves Notice To Tenant Florida landlords may deliver an initial written eviction notice by any of the following methods: Hand delivery to the other party If hand delivery fails: Leaving a copy of the notice at the property Delivery by mail Mailed notice extends a notice period by five (5) calendar days, to account for variable delivery times Landlords should always keep the original signed notice and declaration of service as proof of proper service if the case proceeds to court. 3-Day Notice To Quit In Florida, if a tenant is late on paying rent (full or partial), the landlord can serve them a 3-Day Notice To Quit. This eviction notice gives the tenant 3 days (not counting weekends or legal holidays), to pay the balance due or move out. 30-Day Notice To Vacate For a tenant with no lease or a month-to-month lease in Florida, the landlord can serve them a 30-Day Notice To Vacate to terminate the tenancy. This lease termination notice allows the tenant 30 days to move out. However, for tenants that don't pay monthly, the amount of notice differs: Rent Payment Frequency Notice Amount Week-to-Week 7 Days Month-to-Month 30 Days Quarter-to-Quarter 30 Days Year-to-Year 60 Days 7-Day Notice To Comply or Vacate In Florida, if a tenant commits a minor violation of the terms of their lease or legal responsibilities, the landlord can serve them a 7-Day Notice To Comply or Vacate. This eviction notice gives the tenant 7 days to fix the issue or move out. 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The complaint should include the following information: The landlord and tenant names The rental property address, including the county The grounds for eviction (i.e., nonpayment of rent, lease violation, etc.) When notice was served After being notarized by the county clerk, the summons and complaint are forwarded to a process server or county sheriff to serve each named tenant. Certain fees may apply for the service of the summons and complaint. The number of copies and which documents you need to provide varies based on the claims and number of tenants in your suit. To be certain always call the local Clerk's Office. When only one tenant is involved, the landlord will generally need: The original and two copies of the summons and complaint Three copies of the notice served on the tenant 3 copies of the lease or rental agreement, if applicable The applicable filing fee in the form of cash, check, money order, or credit card and Proof of service If filing an eviction suit through the e-Filing Portal, the landlord will still need to serve a copy of the above documents on each tenant. In most counties, filing fees cost around \$185 and an additional \$10 per tenant for each summons that will be issued. Information regarding filing fees can be found on the applicable county court website, such as the Miami-Dade County Clerk of the Courts Website. After the eviction lawsuit is filed, it can take 2 to 3 days for the court to issue the summons. It can then take another 2 to 3 days for the tenant to be served, as it may take multiple tries to make contact. Step 3: Court Serves Tenant with Summons and Complaint Once the process server or sheriff has served the tenant, the tenant may choose to respond to the complaint. A response must be in writing and filed with the clerk of court within 5 days. To contest the eviction the tenant must have a legal defense, or a valid reason why the landlord should not evict them. The tenant must also serve the landlord with the response containing the defenses. A valid legal defense may include the following situations: The landlord executed a "self help" eviction prior to finalizing the proper legal proceedings The tenant resolved a curable violation The landlord discriminated against the tenant The landlord evicted the tenant in a retaliatory manner The tenant did not violate the terms of the lease The landlord failed to properly maintain the rental unit as required by state and federal law The notice or complaint contained substantial errors, such as omitting the effective date of eviction A court may dismiss the eviction lawsuit if it finds any of the above defenses to be true, aside from errors in the legal documents. If the notice or complaint contained substantial errors, the landlord must fix the errors and restart the eviction process. If the tenant does not choose to contest the eviction, the process will proceed via the steps below. The tenant will have 5 days to respond (not including weekends and legal holidays). As noted above, if the tenant chooses to contest the eviction during this time, the process can take several weeks longer. Step 4: Court Holds Hearing and Issues Judgment If the tenant did not contest the eviction, the landlord may move forward with filing a default motion judgement to obtain a Judgment for Possession. If the tenant did contest the eviction, the tenant may be required to pay the Court Clerk the amount of any agreed upon outstanding rent and any rent until the lawsuit is over. To prepare for the hearing the landlord and tenant should bring the following: A copy of the lease agreement The notice to quit or to pay The complaint Any evidence (i.e., photos of damage, billing statements, etc.) or witnesses to help prove the case in court. Regardless of if the eviction was contested or not, if the judge rules in favor of the landlord, a Writ of Possession will be subsequently issued and the process will proceed. Step 5: Sheriff Posts Writ of Possession In Florida, a Writ of Possession is a court order served to a tenant by a sheriff that gives the tenant a final 24 hours to move out before being forcibly removed. The order is issued in response to a ruling made in favor of a landlord in an eviction case. The sheriff will serve the writ allowing the tenant 24 hours to vacate before the sheriff has permission to execute the writ. Depending on their availability, it may take several more hours for them to do so. Step 6: Sheriff Returns Property to Landlord Finally, the sheriff will return to the property to complete the process by placing a padlock on the door. If the tenant remains on the property upon the sheriff's return, the tenant will be forcibly removed. If any of the tenant's belongings remain at the property, they will not be moved. Those belongings may be used as a lien for damages or payment to the landlord. 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Fee County Initial Court Filing ~\$185 Summons Service ~\$40 Writ of Possession Service ~\$40 Writ of Possession Execution \$50+ Notice of Appeal (Optional) \$281 Read more 1 FL Stat § 83.56 If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Source Link 6 Fla. Stat. § 83.57 Source Link 3 FL Stat § 83.56 If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may: (a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. 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When a party may or must act within a specified time after service and service is made by mail, 5 days are added after the period that would otherwise expire under subdivision (a). Source Link Last Updated: April 29, 2024 by Roberto Valenzuela From start to finish, an eviction in Florida can be completed in 2-3 weeks. However, it can take longer depending on the reason for the eviction and whether the tenant contests it. Grounds for an Eviction in Florida In Florida, a landlord cannot legally evict a tenant without cause. Legal grounds to evict include: Not paying rent on time Staying after the lease ends Violating the terms of the lease Committing illegal activity Depending on the grounds for eviction, the landlord needs to give proper notice and provide the tenant a chance to cure the violation. Nonpayment of Rent In Florida, a landlord can evict a tenant for not paying rent on time. 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Stat. § 83.57 Source Link 3 FL Stat § 83.56 If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may: (a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. 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When a party may or must act within a specified time after service and service is made by mail, 5 days are added after the period that would otherwise expire under subdivision (a). Source Link Sign up for actionable tips on managing a profitable, stress-free rental property. "LeaseRunner's" robust screening reports, purchased a la carte, are one of the best options available on the market—but landlords are left footing a higher bill." Full Review "The American Apartment Owner's Association (AAOA) offers a wide selection of membership and service levels at decent prices." Full Review Handling an eviction can be a challenging and emotional experience. Much like in other states, the eviction process in Florida has a specific set of steps to follow, which can be overwhelming if you're already unfamiliar with how evictions work. Whether you're a landlord looking to repossess your rental property or a tenant facing the threat of eviction, knowing the details of the Florida eviction process is crucial. In this guide, we'll explore how long an eviction takes, each step involved, and what you can expect throughout the process. We'll also discuss tenant and landlord rights and offer tips on how to keep a record to help avoid eviction-related problems. Let's get started. What Is an Eviction? Eviction is the civil process where a landlord can legally remove a tenant from their rental property. An eviction may occur for various reasons, which we'll go over below. Reasons to Evict a Tenant First, can a landlord evict a tenant at any time? It is their property, after all. The short answer is: no, they cannot. If the tenant signed the lease agreement, they have the right to reside in the property as defined in the lease unless they do any of the following: Fail to pay rent Break the rules outlined in the lease agreement (smoking, etc.) Damage the property or fail to maintain it Disrespect or disturb neighbors, however, the tenant did not sign a lease agreement, the landlord may be able to evict them. Here are some tips to stay organized: Keep records of all communications with your tenant or landlord, including emails, text messages, and written notices. Keep records of all court filings, court dates, and payment methods to establish a clear history. Document property inspections and any maintenance requests to show you are fulfilling your responsibilities as a landlord or tenant. Keep signed copies of the lease agreements to understand and reference terms as needed. If you need to initiate the eviction process, file all notices and court documents together in a safe, secure place. Conclusion: It's easy to navigate the Florida eviction process when you understand each step and why it's crucial. By following the procedures outlined above, remembering landlord and tenant rights, and keeping a thorough record, you can have a successful outcome and reduce the stress of eviction. Evicting a tenant is never easy. There are a lot of legal matters and procedures to follow. Understanding the lease agreement is crucial in eviction, as it outlines the terms and conditions that both parties must adhere to. In Florida, landlords must follow specific laws and rules to evict a tenant. This guide will show you a step-by-step approach to evicting a tenant in Florida so you can be informed and prepared for every step. Evicting a tenant in Florida is governed by strict laws that protect both the landlord and the tenant. A rental agreement is crucial in legal proceedings, as it provides evidence in court hearings related to eviction processes. The Florida Residential Landlord and Tenant Act outlines the legal process for eviction, which landlords must follow to avoid legal trouble. Landlords must follow a legal eviction process if the tenant doesn't pay rent, violates the lease, or causes disturbances. Landlords can evict tenants for many reasons. Some of the most common reasons related to evictions are: Timely rent collection is essential when leasing out your property. If a tenant consistently pays rent late or fails to pay, you can initiate the eviction process after issuing a 3-day notice to pay rent before the hearing. If a tenant violates the lease agreement, one common reason for eviction is that they have broken the rules outlined in the lease. For example, if a tenant is smoking in a no-smoking building, you can evict them. If a tenant causes disturbances, such as excessive noise or property damage, you can evict them. 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while the landlord or their authorized representatives remove the tenant's possessions from the property.If the tenant has a lot of possessions, the landlord has to make arrangements with movers to quickly take out and remove the tenant's items from the repossessed property.Can a Florida Eviction Attorney Help YouWhether you are a landlord or property manager, evictions can be emotionally and physically rough on you. The whole process can be draining since the process is complex, and mistakes can cost you time or money.For instance, you have to correctly figure out the amount of rent due when giving a 3-day notice. Depending on your lease's terms, you may or may not include the following in your rent total:Late feesInsufficient balance bank feesMonthly surcharges for petsStorage or parking space chargesFees for amenities like gym access or pool privilegesIf you include any of the fees or charges above in your calculation of 'rent,' the eviction hearing judge might invalidate the notice you gave your tenant. Your eviction lawsuit will get dismissed, and you end up having to start all over again from the beginning of the eviction process.Contact an experienced eviction attorney so you can smoothly and correctly navigate the often confusing eviction process. Save time and gain peace of mind.Reasons Owners Cannot Evict TenantsAll cities in the state of Florida prohibit landlords from using common forms of 'self-help' to push their non-paying or 'problem' tenants from vacating their units.These methods include, but are not limited to:Removing the tenant's unit doorsChanging the tenant's locks to effectively lock them out of their unitInterfering with a tenant's utilities, including cutting off their main water valve and other actionsTenants can sue landlords who take any of the above or similar actions for monetary damages or for statutory damages of up to three times their rent.Winning tenants can also sue for their attorney fees. If they hire a lawyer on contingency, the lawyer can also try suing to recover their fees.For a complete overview of Florida's landlord-tenant laws, visit the [Complete Guide to Florida Landlord-Tenant Laws](#).Download the [Landlord's Guide to Eviction Laws Whitepaper](#)