

# **Rights of Tenants With a Written Lease**



## **Legal Services of Greater Miami, Inc.** **Tenants' Rights Project**

**Renters' Education and Advocacy Legal Lines (REAL)**

**<https://sites.google.com/site/reallsgmi>**

**[www.lsgmi.org](http://www.lsgmi.org)**

## **WHAT IS A LEASE?**

A written lease is a contract that you signed with your landlord before you moved into the property you are renting. It contains terms like how much you pay in rent, what day you have to pay, and how long the lease is for.

## **BREAKING A WRITTEN LEASE**

If you signed a written lease, and you want to move out before the lease expires, you are breaking the lease.

### **Read the Lease**

If your lease is for a specific amount of time, then read the lease to see if you are allowed to leave early. Sometimes there are penalties for doing this. The lease will also tell you how many days notice you must give to your landlord.

### **Talk to Your Landlord**

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

### **Breaking the Lease Early**

If your landlord does not agree that you can move out early, but you still move early, your landlord has different options. He or she has the option to: (1) terminate the lease; (2) take possession of the property and try to re-rent the property to reduce the amount of money you would be responsible for paying; (3) hold you responsible for rent as the rent comes due each month for the rest of the lease; or, (4) charge you the fee listed in your lease.

## **MOVING OUT AT THE END OF YOUR LEASE**

Make sure you re-read your lease. Sometimes you need to give your landlord notice that you are moving out at the end of the lease term. Make sure you do this in writing, and that you keep a copy for your records. The landlord cannot require you to give more than 60 days notice at the end of your lease.

## **STAYING AFTER THE LEASE EXPIRES**

If your lease expires, but you continue to live in the property, your landlord may try to sue you as a “holdover” tenant. If your landlord wants to sue you, he or she must first terminate your tenancy and provide you with a written notice that you are a holdover tenant. You will be responsible for 2 times the amount of your rent. If your landlord lets you stay after your lease expires, or continues to take your rent each month, then you become a “month-to-month” tenant, unless your lease says something else.

## **SUBLEASING OR ASSIGNING YOUR LEASE**

Read your lease to see if you are allowed to sublease or assign your lease to another person. Sometimes landlords charge a fee to do this. Usually landlords will run a background check to approve the person who will sublet or take over your lease.

### **Subleasing**

If you sublease the property, you are still responsible for any rent and damages that person does not pay. The landlord can sue you for the damages and unpaid rent. You can then sue the person you sublet to.

### **Assigning Your Lease**

If you assign your rights to the property, then you are not responsible to your landlord for anything. Most leases do not allow this.

## **IF YOU MOVE OUT, AND SOMEONE IS STILL IN THE RENTAL UNIT**

If you are the only person on the lease, and someone continues to live in the rental unit after you move out, then you are still responsible to the landlord for any rent and damages to the unit, unless the landlord agreed you would not be responsible. Make sure that if the landlord agreed you would not be responsible for damages or rent, you get it in writing and keep a copy for your records.



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