

# **What To Do If You Are Sued For Unpaid Rent**



**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 HAPPENS IF I OWE MY FORMER LANDLORD UNPAID RENT?

Your former landlord may sue you in Small Claims Court or County Court for rent if you left and you owe rent.

- If you had an oral rent agreement, you may be responsible for unpaid rent at the time you moved out.
- If you had a written lease, you may be responsible for unpaid rent at the time you moved. You may also be responsible for the rent that is due for the remaining months of the lease if you moved before the lease ended. You must review the lease to see what it says you owe for breaking the lease early.

If you are sued in Small Claims Court, you are not required to file an Answer, but you must appear at the pre-trial conference. If you have received a complaint in County Court, use the sample “Answer” form, include any defenses you may have, and submit it to the court. Make sure you keep a copy for your records and mail a copy to your landlord or his attorney.

### REASONS YOU MAY NOT BE ORDERED TO PAY RENT TO YOUR FORMER LANDLORD

Even if you moved before your written lease ended, or did not pay all of the rent you owed to the landlord, you may have some good reasons for why the Court should not order you to pay the rent to the landlord. The court calls these reasons, “defenses.” Defenses that you may have against your landlord’s lawsuit include:

#### 1. Substantial Housing Code Violations

- Florida law requires landlords to maintain the rental unit in livable conditions.
- If you moved because the conditions of the unit were so bad that you were forced to move, and have proof, (i.e. pictures or Code Compliance violation letters from the city) the judge may decide you should not have to pay rent for the time you could not live there or reduce the rent you owe.

#### 2. The Landlord Rented the Property to New Tenants

- Tell the Judge if the landlord has rented the property to new tenants. If the landlord re-rented the property to tenants you may not be responsible for the rent due for the period between the time you moved out and the time your lease was scheduled to end. If the landlord re-rented the property to new tenants who are paying less rent than you paid, you may be responsible for the part of the rent the new tenants are not paying. However, if the landlord was not able to rent the property to anyone, you may be responsible for the entire amount due under the lease.
- *Note: The landlord is not required by law to re-rent the apartment as long as he does not take possession of the apartment if you terminated your lease early. Always review the lease to see what you and the landlord agreed to.*

#### 3. You Have A Credit for the Last Month’s Rent You Paid In Advance

- Some landlords require the tenant to pay the last month’s rent at the time the lease is signed.
- Pre-paid rent may be considered a security deposit. You should read your rental agreement to determine what your landlord has defined as a security deposit.
- If you paid your last month’s rent in advance and your rental agreement does not allow for the last month’s rent to be used as a security deposit, the landlord must use this money as credit toward your last month’s rent. If the landlord is not giving you credit for this amount, bring proof that you paid this amount to show the Court, and tell the Judge that you already paid this amount to the landlord.

#### 4. The Landlord Made A Mistake in Calculating How Much Rent You Owe

- The landlord may have made an error in figuring out how much rent you owe him. You may not owe him any rent at all, or an amount that is less than he claims you owe him.
- Do your own calculation of how much rent you paid, and how much you may owe the landlord. Gather together proof of all rent payments you made to the landlord. Proof includes original receipts, money order statements, cancelled checks and bank statements. Bring your proof to Court to show to the Judge.

## WHAT HAPPENS IF I LOSE?

If you lose the case, the Judge will issue a final judgment against you. The final judgment will order you to pay either the amount that the landlord is demanding or a reasonable amount given the circumstances. For example, the Judge may order you to pay a lesser amount if the landlord overcharged you. You may also be required to pay the landlord’s attorney’s fees and court costs.



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***Passionately Committed to Equal Justice***

**IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

**CASE NO.**

\_\_\_\_\_  
**Plaintiff,**

vs.

\_\_\_\_\_  
**Defendant(s).**

\_\_\_\_\_/

**ANSWER**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I sent a copy of this Answer to \_\_\_\_\_

\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_\_.

Defendant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_