

Understanding Florida Residential Leases and Eviction Notices

An Educational Overview of the Florida Residential Landlord and Tenant Act —
Leases, Deposits, Notices, and the Eviction Process,
with Links to the Florida Statutes, Supreme Court Approved Forms, and Federal Law

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Laws change. The links in this report point to official or primary sources. Always confirm you are reading the most recent version.

1. The Law That Governs

Residential rentals in Florida are governed by the **Florida Residential Landlord and Tenant Act**, Part II of [Chapter 83, Florida Statutes](#) (§§ 83.40–83.683). The Act applies to houses, apartments, condominiums, and mobile homes rented with the lot, with exceptions for hotels, transient occupancy, and some other arrangements listed in [§ 83.42](#). Since 2023, the Legislature has **preempted** local governments from regulating the landlord-tenant relationship, so these state rules apply uniformly in every Florida city and county ([§ 83.425](#)).

The Act is a floor, not a ceiling. A lease may add terms the statute does not address, but **a lease may not waive** the tenant's rights or the landlord's duties under the Act, and a provision that attempts to do so is void ([§ 83.47](#)). Both parties also owe each other an obligation of **good faith** in performing the lease ([§ 83.44](#)).

The **Florida Supreme Court has approved** a set of residential landlord-tenant forms — leases for single-family homes and duplexes and for apartments, the statutory notices, and the court papers for an eviction — which The Florida Bar publishes for public use (see floridabar.org, consumer information). Because they are court-approved forms, a nonlawyer document preparer may lawfully help fill in the blanks and explain how to file them.

2. The Lease

Written or oral

A lease may be written or oral, although an oral lease for more than one year is unenforceable under the statute of frauds ([§ 725.01](#)), and a written lease for a term longer than one year must be signed before two witnesses ([§ 689.01](#)). Written leases are strongly preferred because the statute's default rules apply only where the lease is silent.

Terms a Florida residential lease typically addresses

- Names of landlord and **all adult occupants**; address of the premises; term and renewal; rent amount, due date, grace period, and late fee; **security deposit and advance rent** (Section 3).
- **Landlord's name and address** for notices — required disclosure under [§ 83.50](#).
- Utilities; maintenance responsibilities consistent with [§ 83.51](#) (landlord) and [§ 83.52](#) (tenant); pets; smoking; assignment and subletting; parking; alterations.
- **Landlord access** — the statute allows entry with at least **24 hours' notice** at a reasonable time (7:30 a.m. to 8:00 p.m.) for repairs, and without notice in an emergency or when the tenant unreasonably withholds consent ([§ 83.53](#)).
- **Notice required to end the lease at the end of its term** — a lease may require **30 to 60 days'** notice from the tenant before the term ends, but only if it also requires the landlord to give the tenant notice within that period if the lease will not be renewed ([§ 83.575](#)).
- **Radon gas disclosure** — Florida requires a specific statutory notice in every residential lease ([§ 404.056\(5\)](#)).
- **Lead-based paint disclosure** — federal law requires a disclosure form and the EPA pamphlet for housing built before 1978 ([42 U.S.C. § 4852d](#); [40 C.F.R. Part 745](#)).

- **Military termination clause** — the statute itself permits a servicemember to end a lease on 30 days' notice upon qualifying orders ([§ 83.682](#)).

Prohibited provisions

A lease may not require a tenant to waive statutory rights or remedies, limit the landlord's liability for its own obligations, or shorten the notice periods the Act guarantees ([§ 83.47](#)). Landlords and tenants must also comply with the federal Fair Housing Act ([42 U.S.C. § 3601 et seq.](#)) and the Florida Fair Housing Act ([§§ 760.20–760.37](#)), which prohibit discrimination based on race, color, religion, sex, national origin, familial status, and disability, and require reasonable accommodations for tenants with disabilities.

3. Security Deposits and Advance Rent

[Section 83.49, Fla. Stat.](#), is the most litigated section of the Act. Its requirements:

- **Holding the deposit.** The landlord must keep deposits and advance rent in a separate Florida bank account (interest-bearing or not) or post a surety bond. The deposit may not be commingled with the landlord's own funds.
- **Disclosure.** A landlord renting **five or more** units must notify the tenant in writing within 30 days of receiving the deposit how and where it is held and whether interest is paid, and must include the statutory disclosure language from § 83.49(2)(d) in the lease or by separate notice.
- **Return or claim.** Within **15 days** after the tenant vacates, the landlord must return the full deposit, **or** within **30 days** send the tenant, by certified mail to the tenant's last known mailing address (or by e-mail where § 83.505 allows), a written **notice of intention to impose a claim** in the statutory form. The tenant then has **15 days** to object in writing.
- **Consequences.** A landlord who fails to give the 30-day notice **forfeits the right to keep any of the deposit** and must return it, though the landlord may still sue for damages separately. In a dispute, the prevailing party recovers attorney's fees.
- **Fee in lieu of deposit.** Since 2023, a landlord may offer the tenant the option of paying a non-refundable monthly fee instead of a deposit, with required written disclosures ([§ 83.491](#)).
- **Normal wear and tear** may not be charged against a deposit; unpaid rent, damage beyond wear and tear, and cleaning beyond ordinary cleaning may be.

4. Ending a Tenancy Without a Lease Term — Notice Periods

When there is no written lease, or the lease has expired and the tenant stays with rent being accepted, the tenancy continues from period to period based on how rent is paid. Either party may end it by **written notice** under [§ 83.57, Fla. Stat.](#), given before the end of a rental period:

- **Year-to-year** — at least **60 days** before the end of the annual period;
- **Quarter-to-quarter** — at least **30 days** before the end of the quarterly period;
- **Month-to-month** — at least **30 days** before the end of the monthly period (increased from 15 days in 2023);
- **Week-to-week** — at least **7 days** before the end of the weekly period.

No reason is required for this kind of notice, but it may not be used in **retaliation** for a tenant's complaint to a code enforcement agency, participation in a tenants' organization, or exercise of a legal right ([§ 83.64](#)), and it may not be discriminatory.

5. The Statutory Eviction Notices

Before a landlord may file an eviction for a tenant's default, the landlord must deliver one of the written notices in [§ 83.56, Fla. Stat.](#) The notices are **jurisdictional**: a defective notice — wrong number of days, wrong amount, missing address, missing landlord contact information — is the most common reason evictions are dismissed, and the landlord must start over. The statute provides the exact wording.

Three-day notice — nonpayment of rent (§ 83.56(3))

- Demands payment of the **rent** due or possession within **three days**, **excluding** Saturdays, Sundays, and legal holidays, after delivery.
- May demand **rent only** — not late fees, utilities, or other charges unless the lease defines them as rent. Demanding too much is a fatal defect.
- Must state the **amount**, the **premises address**, the **date**, and the **landlord's name, address, and phone number**.
- If the tenant pays the full amount demanded within the three days, the landlord must accept it and the tenancy continues.

Seven-day notice to cure — curable noncompliance (§ 83.56(2)(b))

- For violations the tenant can fix — an unauthorized pet or occupant, parking in the wrong place, failure to maintain the unit, noise.
- Gives the tenant **seven days** to cure. If the **same conduct** recurs within 12 months, the landlord may terminate with a seven-day notice **without** a further opportunity to cure.

Seven-day notice of termination — non-curable noncompliance (§ 83.56(2)(a))

- For violations of a nature that the tenant should not be given an opportunity to cure — destruction or misuse of the property, intentional damage, repeated conduct that interferes with other tenants, or a subsequent violation after a prior seven-day cure notice within 12 months.
- Terminates the rental agreement and demands possession within **seven days**.

Delivery

Notices are delivered by **mailing**, by **personal delivery** to the tenant, or, if the tenant is absent from the premises, by **posting** a copy at the residence ([§ 83.56\(4\)](#)). When notice is mailed, courts add five days for mailing. Landlords generally keep a copy and a written record of how and when the notice was delivered.

The tenant's reciprocal notice

A tenant may also end a lease for the **landlord's** material noncompliance with § 83.51 (failure to maintain, for example) by giving the landlord a **seven-day written notice** specifying the problem and the intent to terminate if it is not corrected ([§ 83.56\(1\)](#)), or may **withhold rent** after such notice under [§](#)

[83.60\(1\)\(b\)](#) — but only after giving the notice, and only for the landlord's defaults the statute recognizes.

6. The Eviction Lawsuit — Step by Step

If the notice period passes without payment, cure, or vacancy, the landlord may file an **action for possession** in **county court** in the county where the property is located ([§ 83.59](#)). Evictions use the **summary procedure** of [§ 51.011](#), which shortens every deadline:

- **1. Complaint for eviction** (Florida Supreme Court approved form), attaching the lease (if written) and the notice, with the filing fee set by [§ 34.041](#) (currently \$185 for possession only; higher if damages are also sought). A separate count for **unpaid rent or damages** may be added but proceeds on the ordinary civil timetable, not the summary one.
- **2. Summons** — the clerk issues a five-day eviction summons. The sheriff or a certified process server serves the tenant, or posts it on the premises after two attempts, with the clerk mailing a copy ([§ 48.183](#)).
- **3. The tenant's five days** (excluding weekends and legal holidays) to file a written **answer**. To raise any defense other than payment, the tenant must also **deposit the rent alleged due into the court registry** and continue depositing rent as it comes due; failure to do so waives all defenses except payment and entitles the landlord to an immediate default judgment ([§ 83.60\(2\)](#)).
- **4. Default or hearing.** If no answer is filed, the landlord moves for a clerk's default and a **Final Judgment for Possession**. If an answer is filed, the court sets a prompt hearing; the tenant's defenses are limited to those in § 83.60 (payment, a defective notice, the landlord's own material noncompliance after proper notice, retaliation, and the like).
- **5. Writ of possession.** After judgment, the clerk issues a writ; the sheriff **posts it on the premises** and, after **24 hours**, may remove the tenant and the tenant's property and put the landlord in possession ([§ 83.62](#)). Personal property left behind is handled under § 83.62(2) and [§ 715.104](#).

A straightforward uncontested nonpayment eviction commonly takes three to five weeks from the three-day notice to the writ; contested cases take longer.

7. What a Landlord May Never Do — Self-Help

[Section 83.67, Fla. Stat.](#), prohibits a landlord from **shutting off utilities**, **changing the locks**, removing doors, windows, or appliances, removing the tenant's belongings, or otherwise forcing the tenant out without a court judgment and sheriff's writ. A landlord who does so is liable for the tenant's **actual damages or three months' rent, whichever is greater**, plus attorney's fees — for each violation. The only lawful way to remove a tenant who will not leave is the court process in Section 6.

8. Other Points Frequently Discussed

- **Early termination fees.** A lease may offer the tenant a liquidated-damages option (not more than two months' rent) for breaking the lease early, but only with the statutory disclosure and the tenant's initials ([§ 83.595](#)). Without it, the landlord's remedy is actual damages, subject to the duty to try to re-rent.

- **Death of a tenant.** A landlord may recover possession when a sole tenant dies, the last rent period paid has expired, and 60 days have passed without a personal representative appearing ([§ 83.59\(3\)\(d\)](#)).
- **Abandonment** is presumed when the tenant has been absent for one-half of a rental period (about 15 days for a monthly tenancy) with rent unpaid and no written notice of the absence ([§ 83.59\(3\)\(c\)](#)).
- **Foreclosure of the rental property.** Tenants have protections under the federal Protecting Tenants at Foreclosure Act ([12 U.S.C. § 5220 note](#)) and [§ 83.561](#).
- **Rent increases.** Florida has no rent control; a landlord may raise rent at the end of a lease term or, for a periodic tenancy, with the notice in § 83.57. Local rent-control ordinances are preempted ([§ 125.0103](#)).
- **Attorney's fees.** The prevailing party in any action under the Act recovers reasonable attorney's fees ([§ 83.48](#)).

9. Do Your Own Research — Primary Sources

Each link below goes to an official or primary source. If you are reading a printed copy, the full web address is shown.

[Chapter 83, Part II, Fla. Stat. — Florida Residential Landlord and Tenant Act](#)

<https://www.flsenate.gov/Laws/Statutes/2025/Chapter83>

[§ 83.42 — Exclusions from application of the Act](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.42>

[§ 83.425 — Preemption to the state](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.425>

[§ 83.44 — Obligation of good faith](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.44>

[§ 83.47 — Prohibited provisions in rental agreements](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.47>

[§ 83.48 — Attorney fees](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.48>

[§ 83.49 — Deposit money or advance rent; duty of landlord and tenant](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.49>

[§ 83.491 — Fee in lieu of security deposit](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.491>

[§ 83.50 — Disclosure of landlord's address](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.50>

[§ 83.51 — Landlord's obligation to maintain premises](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.51>

[§ 83.52 — Tenant's obligation to maintain dwelling unit](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.52>

[§ 83.53 — Landlord's access to dwelling unit \(24-hour notice\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.53>

[§ 83.56 — Termination of rental agreement \(3-day and 7-day notices\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.56>

[§ 83.57 — Termination of tenancy without specific term \(notice periods\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.57>

[§ 83.575 — Termination of tenancy with specific duration](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.575>

[§ 83.59 — Right of action for possession](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.59>

[§ 83.595 — Choice of remedies upon breach or early termination by tenant](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.595>

[§ 83.60 — Defenses to action for rent or possession; registry deposit](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.60>

[§ 83.62 — Restoration of possession to landlord \(writ of possession\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.62>

[§ 83.64 — Retaliatory conduct](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.64>

[§ 83.67 — Prohibited practices \(self-help eviction\)](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.67>

[§ 83.682 — Termination of rental agreement by a servicemember](#)

<https://www.flsenate.gov/Laws/Statutes/2025/83.682>

[§ 51.011 — Summary procedure](#)

<https://www.flsenate.gov/Laws/Statutes/2025/51.011>

[§ 48.183 — Service of process in action for possession of premises](#)

<https://www.flsenate.gov/Laws/Statutes/2025/48.183>

[§ 34.041 — County court filing fees](#)

<https://www.flsenate.gov/Laws/Statutes/2025/34.041>

[§ 715.104 — Disposition of personal property left by tenant](#)

<https://www.flsenate.gov/Laws/Statutes/2025/715.104>

[§ 404.056\(5\) — Radon gas disclosure required in leases](#)

<https://www.flsenate.gov/Laws/Statutes/2025/404.056>

[§§ 760.20–760.37 — Florida Fair Housing Act](#)

<https://www.flsenate.gov/Laws/Statutes/2025/760.23>

[§ 725.01 — Statute of frauds](#)

<https://www.flsenate.gov/Laws/Statutes/2025/725.01>

[The Florida Bar — Consumer information and Florida Supreme Court approved landlord-tenant forms](#)

<https://www.floridabar.org/public/consumer/>

[Florida Courts E-Filing Portal](#)

<https://www.myflcourtaccess.com/>

[42 U.S.C. § 4852d — Lead-based paint disclosure in residential leases](#)

<https://www.law.cornell.edu/uscode/text/42/4852d>

[40 C.F.R. Part 745 — Lead-based paint disclosure regulations](#)

<https://www.law.cornell.edu/cfr/text/40/part-745>

[42 U.S.C. § 3601 et seq. — Federal Fair Housing Act](https://www.law.cornell.edu/uscode/text/42/3601)

<https://www.law.cornell.edu/uscode/text/42/3601>

[12 U.S.C. § 5220 note — Protecting Tenants at Foreclosure Act](https://www.law.cornell.edu/uscode/text/12/5220)

<https://www.law.cornell.edu/uscode/text/12/5220>

[Rules Regulating The Florida Bar, Chapter 10 — Unlicensed practice of law; nonlawyer form assistance \(Rules 10-2.1 and 10-2.2\)](https://www.floridabar.org/rules/rrtfb/)

<https://www.floridabar.org/rules/rrtfb/>

[In re Amendments to Fla. Family Law Rules of Procedure and Rule Regulating The Florida Bar 10-2.2, No. SC2026-1262 \(Fla. Sept. 10, 2026\) — nonlawyer form-assistance disclosure](https://flcourts-media.flcourts.gov/content/download/2495059/opinion/Opinion_SC2026-1262.pdf)

https://flcourts-media.flcourts.gov/content/download/2495059/opinion/Opinion_SC2026-1262.pdf

10. Required Disclosures

- **Approved forms disclosure.** The Florida Supreme Court has approved landlord-tenant forms for public use. If Jonathan Rexford assists you in completing them, he will provide the written Nonlawyer Disclosure required by Rule 10-2.1, may ask you factual questions to fill in the blanks, and may tell you how to file. He may not tell you which notice to serve, whether a tenant's conduct is a violation, how much to demand, or how to present your case in court.
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- **Your right to counsel.** You have the right to consult a Florida-licensed attorney at any time, before or after any document is prepared. The Florida Bar Lawyer Referral Service can be reached at 1-800-342-8011.

Respectfully prepared for your education,

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