

Rights of Tenants Without a Written Lease



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

A verbal agreement to live in a rental property is just as valid as a written lease!

WHAT DOES IT MEAN IF I DO NOT HAVE A WRITTEN LEASE?

You are still a tenant, and you are still renting the property even if you do not have a written lease.

WHAT TYPE OF AGREEMENT DO I HAVE?

It depends on how often you pay rent. If you pay rent weekly, you are a week-to-week tenant. If you pay rent monthly, you are a month-to-month tenant.

CHANGES WHEN THERE IS NO LEASE

If you are a tenant without a written lease, you have the legal right to notice from your landlord if he or she wants to change the terms of your agreement.

- **What the landlord usually changes.** A landlord usually tries to change: the amount of the rent; whether utilities are included in the rent; or, when the rent is due each month.
- **Notice.** The amount of notice you receive before changes take place depends on what type of tenant you are. The notice your landlord gives you needs to be in WRITING.
 - Week-to-week: 7 days' notice.
 - Month-to-month: 15 days before next rent payment is due.
 - Quarterly: 30 days before the end of any 3 month period.
 - Yearly: 60 days before the end of the 12 month lease period.

“NOTICE OF TERMINATION”

If the landlord wants you to move out, the landlord must notify you in WRITING. This is called a “Notice of Termination.”

- **Reasons for termination.** Your landlord does not have to give any reason to terminate your verbal lease agreement.
- **Notice of termination.** The amount of notice you receive before your landlord can terminate your tenancy depends on the type of tenant you are.
 - Week-to-week: 7 days' notice.
 - Month-to-month: 15 days' notice, UNLESS you live in Miami Beach, then you must receive at least 30 days' notice before your next rent payment is due.
 - Quarterly: 30 days before the end of any 3 month period.
 - Yearly: 60 days before the end of the 12 month lease period.

If you do not move out by the deadline, your landlord may file an eviction. Read our brochure on the eviction process to learn more about it.

- **Illegal reasons for termination.** 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.

Your landlord also cannot discriminate against you. It is illegal for your landlord to discriminate against you because of your race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking. If the landlord discriminates against you, you can file a Complaint with the Miami-Dade Commission on Human Rights at 111 NW 1 Street, #2220, Miami, FL 33128, or by calling (305) 375-5272.

<http://www.miamidade.gov/humanrights/library/forms/intake-questionnaire.pdf>

You can also call the HOPE Fair Housing Center at (305) 651-4673, or by visiting their website at: <http://www.hopefhc.com>.

SUBSIDIZED OR LOW-INCOME HOUSING

Please note that these rules do NOT apply if you live in subsidized housing, low-income housing, public housing, or in a mobile home. You should contact an attorney at Legal Services for advice if you are in this situation.