

Rights of Tenants With a Written Lease



Legal Services of Greater Miami, Inc.

Tenants' Rights Project

WHAT IS A LEASE?

A written lease is the agreement with your landlord to rent the place where you live. It explains how much you pay in rent, what day you have to pay, and how long you can live there.

BREAKING A WRITTEN LEASE

If you signed a 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 will not agree that you can move out early, but you still move early, your landlord has different options. Read what your lease says about what happens when you do this. In general, your landlord has the option to:
 - *Terminate the lease.* Your landlord may decide not to take any further action against you and not ask you to pay any money even though you moved out early and broke the agreement.
 - *Hold you responsible for the rent due under the rest of the lease.* Your landlord may hold you responsible for the rest of the rent due under the lease. For example, if you signed a lease for one year, and you move out six months early, the landlord may demand the remaining six months of rent from you. Be aware that your landlord could send your account to collections for this money.
 - *Re-rent the apartment to reduce any rent you may owe the landlord.* Your landlord may try to re-rent the apartment right away. If your landlord re-rents the apartment, it will reduce what you owe the landlord. You will not be responsible for any rent after a new person moves in.
 - *Charge you “liquidated damages.”* Your lease may provide for “liquidated damages” if you move out early. This is a lump sum of money that you and your landlord agree that you will pay if you break your agreement and move out early. Make sure you read your lease carefully before signing it so that you know the consequences of moving out early.

MOVING OUT AT THE END OF YOUR LEASE

Make sure you re-read your lease. Sometimes you need to give your landlord written notice that you are moving out at the end of the lease. Make sure you do this in writing, and 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 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. If your lease expires, but you continue to live in the property, your landlord may try to treat you as a “holdover” tenant. Your landlord must first provide you with a written notice that you must move out and you are a holdover tenant. If you are a holdover tenant, your landlord may recover double rent if he sues you for money.

SUBLEASING OR ASSIGNING YOUR LEASE

Read your lease to see if you are allowed to sublease or assign your lease to another person. Some landlords do not allow it, but others will charge a fee to do this. Usually landlords want 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 even if caused by the tenant. 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 lease, then another person is taking over your responsibilities described in your lease. You may or may not be responsible for the subtenant’s unpaid rent or damages, depending on the terms of the assignment. Make sure any agreement is in writing and signed by everyone. Keep a copy for your records.

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

If you are named on the lease, you are still responsible to the landlord for any rent and damages to the unit even if you move out. The only exception to this is if the landlord agrees to release you from the lease. If the landlord agrees you would not be responsible for future damages or rent, get it in writing and keep a copy for your records.