

IF YOU ARE SUED FOR BACK RENT

Your former landlord may sue you for unpaid rent. If you had an oral rental agreement, you are liable for back rent due at the time you left the premises. If you had a written lease, you may be liable for back rent and the rent for the remaining months of the lease.

The complaint must state the amount of rent due for the premises. A copy of the lease (if any) must be attached to the complaint.

Even if you broke your written lease or left owing your landlord back rent, you may still have some defenses. These defenses include:

1. Substantial housing code violations in the premises.

Section 83.51 of the Florida Statutes requires landlords to maintain the premises. If you left because the conditions were so bad that you could not continue to live there, then Section 83.56 of the Florida Statutes allows the judge to determine that you may not be liable for rent for the period the premises remain uninhabitable. If you gave your landlord written notice that you were leaving, as required by law, bring a copy of the notice to court. If a housing inspector made an inspection, you should obtain a copy of the report and take it to court. It would also help to have neighbors who were familiar with the premises present at the final hearing.

2. Failure of the landlord to re-rent the premises.

If you left before your written lease expired, the landlord must try to rent to someone else. If he was not able to re-rent for the same amount to the new tenants, then you may be liable for the difference between the amount you would have paid and the amount the new tenants are paying. You should tell the judge if you know that the landlord has re-rented so that you will not be held responsible for the entire amount due under your lease. If the landlord is unable to re-rent at all, then you may remain liable for the entire amount due under your lease.

3. Failure of the landlord to credit you with your last month's rent if paid in advance.

Some landlords require the last month's rent to be paid at the time the lease is signed. The last month's rent is not the same as the security deposit. If you paid your last month's rent in advance and your landlord is not giving you credit for this in the amount he says is due, be sure to advise the judge.