

RIGHTS OF TENANTS WITHOUT A WRITTEN LEASE

An verbal agreement to rent is just as valid as a written lease.

A tenant without a written lease has a legal right to written notice from the landlord if there are any changes in the terms of the oral agreement which was made when the tenant began occupying the apartment. The usual charges are: (1) amount of rent to be paid; (2) the landlord's intention not to include gas, electric, and/or water as part of the rent; (3) a different time period for rent payments, for example, weekly instead of monthly.

The amount of notice you are to receive depends on the type of tenancy you have. If you pay rent weekly, you are a week-to-week tenant; if you pay by the month, you are a month-to-month tenant. A week-to-week tenant must receive written notice at least seven (7) days before any change goes into effect. A month-to-month tenant must receive written notice at least fifteen (15) days before the next payment of rent is due.

A landlord must also notify you in writing if he or she wants you to vacate the premises. This is called a termination of tenancy. The amount of notice necessary to terminate a tenancy is seven (7) days for a week-to-week tenant. If you are a month-to-month tenant, you must receive written notice fifteen (15) days before next rent is due. However, if you live in the City of Miami Beach, and you are a month-to-month tenant, your landlord must give you thirty (30) days written notice to terminate a month-to-month tenancy.

Legal Services of Greater Miami, Inc.
March 2003