
Rights of Tenants Without a Written Lease



Legal Services of Greater Miami, Inc.

Tenants' Rights Project

www.lsgmi.org

Renters' Education and Advocacy Legal Lines (REAL)

www.real-lsgmi.com

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 IN VERBAL AGREEMENT

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

What the landlord usually changes...

Your landlord will usually try to change: the amount of your rent; whether utilities are included in the rent; or, when your payments are made 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
- Quarterly: 30 days before the end of any 3 month period
- Yearly: 60 days before the end of the 12 month lease period

Illegal reasons for termination

Your landlord cannot terminate your verbal lease agreement for retaliation.

- For example, you complained to a government agency, like a housing inspector. Your landlord is angry that you complained, and tried to terminate your lease. This is ILLEGAL retaliation.

Your landlord cannot terminate you because they are discriminating against you because of your race, color, religion, national origin, sex, age, disability, marital status, familial status, or sexual orientation. If the landlord discriminates, 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.

SUBSIDIZED OR LOW-INCOME HOUSING

Please note that these rules do NOT apply if you live in subsidized or low-income housing.



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