

My Landlord Refuses to Make Repairs What Can I Do?

Tenants MAY be able to withhold rent or terminate the lease if the problem constitutes a material breach of the lease or Florida law. There are exact requirements under Florida law that includes written notice to the landlord that contains specific language. In joint leases, all roommates must be in agreement.

This is a COMPLICATED process and the legal consequences are very serious. The tenants' ability to take action will depend on the circumstances.

DO NOT attempt to terminate the lease or withhold rent without first consulting an attorney.



Can I Break My Lease Because...

I am graduating?	No!
My roommate left?	No!
I cannot afford the rent?	No!
I need to work this summer?	No!
The neighborhood is unsafe?	No!

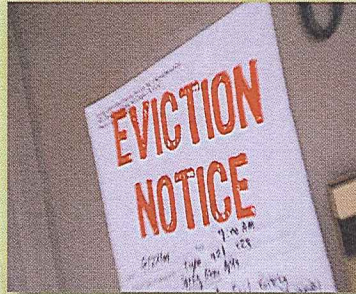
Tenants MAY be able to terminate the lease if the landlord materially breaches the lease or the law. Obtain legal advice before attempting to terminate your lease.

With joint leases, all tenants are liable to the landlord, not just the roommate that broke the lease. It may be best to find replacement tenants.

What happens if my roommate doesn't pay rent?

Each tenant is 100% liable to the landlord for the rents, not just your "share". Shares are the responsibilities between the roommates, separate from the landlord. This means the landlord can evict everyone unless the full rent is paid.

Failure to pay rent is the quickest way to be evicted! **Neither moving out nor eviction ends liability for rent for the remainder of the lease!** Contact an attorney immediately upon receipt of a notice from the landlord.



Tenants can sue a roommate in small claims court (if the amount owed is less

than \$5,000) for their share of the rent and utilities. The tenant can only sue for the amounts owed at the time, so the lawsuit should be filed at the end of the lease term or when a replacement roommate is found. A written roommate agreement will help prove your case in court.

The judgment is a piece of paper. It does not guarantee payment. Given the difficulty of collecting money on a judgment, the best thing to do is obtain a

So What If I Get Sued? I Have No Money!

Any judgment for money damages may be enforceable for 20 years and earns interest. A judgment may be enforced by seizing wages, bank accounts, or personal property. A judgment will also adversely affect your credit rating.



Everything you need to know about JOINT LEASES



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What is a Joint Lease?

Generally, all tenants sign the same lease. Look for language such as “jointly and severally” liable. Roommates are considered one tenant and one roommate may be able to bind all the tenants.

Each roommate can be held liable for all the rent, fees, and damages if one roommate is unable to pay.

Read the lease carefully, especially look for “move-in concessions”. If a lease is broken, tenants may have to pay the concessions back or increased fines.

All tenants should sign the lease at the same time. All signatures may not be required to make the lease a binding contract with the landlord and those who sign can be liable even if the others do not sign.



How Do I Find a Good Roommate?

Have an open and frank appraisal of likes, dislikes and expectations such as music, food, cleanliness, personal habits, sleeping and study hours, visitors, overnight guests, rents and utilities.

Sign a **Roommate Agreement** that covers these expectations. Student Legal Services has a form Roommate Agreement that students can pick up at our office.

Rooming with friends does not guarantee a problem-free tenancy. Problems do arise even if the roommates have known each other since elementary school.

Be easygoing and courteous.



I Can't Stand My Roommate. What Can I Do?

Discuss the matter with your roommate immediately to avoid an escalation of the problem. Don't ignore the problem with the hope that it will go away. A little give and take may result in a livable compromise.

The landlord is **NOT** responsible for most roommate disputes. In joint leases, the landlord can consider a lease violation by one tenant as a violation by all tenants.

What about the Security Deposit?

The landlord has 30 days after the lease ends to give the tenants written notice by certified mail, stating how much is going to be deducted and why. The tenants must object to the deductions in writing within 15 days from the date the notice was received.



In a joint lease, the security deposit belongs to all the tenants. All the tenants are **100%** liable to the landlord for any damages, regardless of who caused them.

The landlord can also pursue the tenants for damages in excess of the security deposit.

The landlord can send a claim for damages to one tenant and is not obligated to send the claim to each roommate.

The security deposit refund check is usually made payable to all the roommates. All roommates will have to sign the check in order to cash it.

The landlord may have the roommates designate one representative to receive the claim and refund check. The disbursement of the deposit will then be between the roommates.

DISCLAIMER

The general information provided in this brochure should be used to identify areas of potential problems/conflicts in a lease. It should not be used as legal advice. If you have a legal issue, contact an attorney to discuss your specific case.