

I can't pay my rent because of COVID-19. What's going to happen?

Remember: Your landlord is *never* allowed to evict you without a court order.

If your landlord tells you to leave your home before a judge orders you to, you do not have to move out.



Right now, you may be protected from eviction by federal, state, or local laws called **eviction moratoriums**. This means that even if you owe rent, the court is not supposed to order you to leave your home until the moratorium ends.

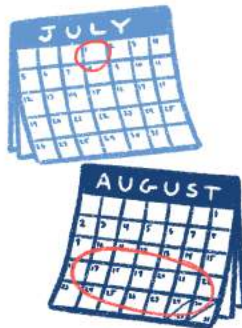


The federal moratorium protects tenants in certain properties.

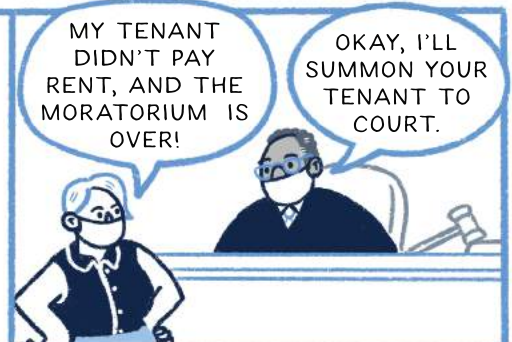


State and local moratoriums protect tenants in other situations. **Visit florida.evictionprotection.org** to find out which eviction policies apply to you.

The eviction moratoriums protect many people from getting evicted right now, but **these moratoriums are only temporary**. Landlords covered by the federal moratorium will be able to file evictions in late August. The Florida statewide moratorium will expire on July 1st.



The moratoriums do not forgive your unpaid rent. **You still owe your rent**, and when the moratoriums end your landlord will be able to ask the court to evict you for not paying.



Even if you are protected by an eviction moratorium, your landlord might still go to court and try to evict you. **Take steps now to prove that you're protected by the moratoriums** in case you need to defend yourself in court.

Write a letter to your landlord saying that you can't pay rent because of reasons related to COVID-19. You can write and send your own letter or use the form on norent.org. Keep a copy for your records!



If your landlord files an eviction case against you, **contact an attorney immediately**. You can find information about your local legal aid organization at thefloridabarfoundation.org.



Need more information? Visit communityjusticeproject.com/covid19

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HOUSING
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ALLIANCE

Demand housing security for all! Visit floridahousingjusticealliance.com.

Mwen pa ka peye lwaye mwen a koz de pandemi COVID-19 la. Ki sa k pral pase?

Sonje byen: mèt kay ou a pa janm gen dwa mete ou deyò san yon lòd tribinal. Si mèt kay ou a di w kite kay ou anvan yon jij òdone w pou w kite, ou pa bezwen deplase.



Kounye a, ou kapab gen pwoteksyon kont degèpisman anba yon lwa federal, eta, oswa lwa lokal ki rele **'eviction moratorium'** [sispansyon pou degèpisman]. Sa vle di ke menm si ou dwe lwaye, tribinal la pa sipoze kòmande pou w kite kay ou jiskask sispansyon an ekspire.



Sispansyon federal la pwoteje lokatè ki rete nan sèten kay.



Sispansyon eta a ak sispansyon lokal la pwoteje lokatè yo nan lòt sityasyon. **Vizite www.florida.evictionprotection.org** pou w chèche ki pwoteksyon ki aplike pou ou.

Sispansyon pou degèpisman yo pwoteje anpil moun pou yo pa degèpi yo kounye a, men **sispansyon sa yo tanporè**. Pwopriyetè ki kouvri anba sispansyon federal la pral ka kòmanse ranpli fòm degèpisman nan fen mwa oût la. Sispansyon pou eta Florid la pral ekspire 1 jiyè.



Sispansyon yo pa elimine lwaye w ki poko peye yo. **Ou toujou dwe lwaye w yo**, epi lè sispansyon yo ekspire mèt kay ou a pral kapab mande tribinal la pou mete w deyò paske ou pa peye.



Menm si w pwoteje anba yon sispansyon pou degèpisman, mèt kay ou a ka toujou ale nan tribinal pou li eseye mete w deyò. **Prepare w kounye a pou pwouve ke w pwoteje anba sispansyon yo** pou si tout fwa ou ka bezwen defann tèt ou nan tribinal la.

Ekri yon lèt bay mèt kay ou a ki di ke w pa kapab peye lwaye w poutèt rezon ki gen rapò ak COVID-19 la. Ou ka ekri epi voye pwòp lèt ou a oswa itilize fòm w ap jwenn sou www.norent.org lan. Kenbe yon kopi pou dosye ou!



Si mèt kay ou a depoze yon ka degèpisman kont ou, kontakte yon avoka imedyatman. Ou ka jwenn òganizasyon lokal pou èd legal nan www.thefloridabarfoundation.org.



Ou bezwen plis enfòmasyon? Vizite www.communityjusticeproject.com/covid19

COMMUNITY JUSTICE PROJECT

FLORIDA HOUSING JUSTICE ALLIANCE

Mande sekirite pou lojman pou tout moun! Vizite www.floridahousingjusticealliance.com

No puedo pagar mi renta por culpa del COVID-19. ¿Qué va a pasar?

Recuerde: su arrendador nunca puede desalojarlo sin una orden judicial.

Si su arrendador le dice que abandone su casa antes de que un juez se lo ordene, no tiene que mudarse.



En este momento, es posible que esté protegido contra el desalojo por las leyes federales, estatales o locales llamadas **moratorias de desalojo**. Esto significa que aunque deba la renta, la corte no debe ordenarle que abandone su casa hasta que la moratoria termine.



La moratoria federal protege a los arrendatarios de ciertas propiedades.



Las moratorias estatales y locales protegen a los arrendatarios en otras situaciones. **Visite florida.evictionprotection.org** para saber qué protecciones aplican a su caso.

Las moratorias de desalojo protegen a muchas personas de ser desalojadas en este momento, pero **estas moratorias son sólo temporales**. Los arrendadores cubiertos por la moratoria federal podrán presentar desalojos a finales de agosto. La moratoria estatal de la Florida expirará el 1 de julio.



Las moratorias no le perdonan la falta de pago de su renta. **Aún debe su renta**, y cuando las moratorias terminen, su arrendador podrá pedirle a la corte que lo desaloje por no pagar.



Aunque esté protegido por una moratoria de desalojo, el propietario puede acudir a la corte y tratar de desalojarlo. **Tome medidas ahora para probar que está protegido por la moratoria** en caso de que necesite defenderse en la corte.

Escriba una carta a su arrendador diciendo que no puede pagar la renta por razones relacionadas con el COVID-19. Puede escribir y enviar su propia carta o usar el formulario en norent.org. ¡Guarde una copia para sus archivos!



Si su arrendador presenta un caso de desalojo en su contra, **póngase en contacto con un abogado inmediatamente**. Puede encontrar su organización local de ayuda legal en thefloridabarfoundation.org.



¿Necesita más información? Visite communityjusticeproject.com/covid19.

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**BAY AREA
LEGAL SERVICES**

A NONPROFIT LAW FIRM

Creating pathways to justice®

CAN I BE EVICTED DURING THE COVID-19 CRISIS IN FLORIDA?

**WHAT IS THE REASON
FOR THE EVICTION?**

**ANY REASON *OTHER
THAN* NOT PAYING
RENT OR FEES**

YES.

If the eviction is based on breaking a rule in your rental agreement besides not paying rent and fees.

The last step in the eviction process is a writ of possession. Most courts are not issuing writs and writs of possession will not likely be served until after close of business May 29.

TIP: If you have an eviction filed against you, contact Bay Area Legal Services or another lawyer.

**NOT PAYING
RENT OR FEES**

**DO YOU LIVE
IN SUBSIDIZED
HOUSING?**

YES. I have a Section 8 or Rural Development voucher, or I live in:

- Section 8 project-based housing
- Public Housing
- HUD-subsidized senior housing
- Other HUD-subsidized housing
- USDA-subsidized housing
- Tax credit or "LIHTC" housing

NO.

Evictions and late fees are banned for 120 days -until July 25- by the federal stimulus CARES Act. After that, a 30 days' notice is required.

It is **ILLEGAL** for your landlord to put you out without an eviction judgment from a court.

If that happens, contact Bay Area Legal Services or another lawyer.

NO.

**Does your
landlord have a
federally-backed
mortgage?**

NO.

NO.

An eviction cannot be filed against you. The Governor has ordered a 45-day suspension-until May 17- of all evictions based on failure to pay rent or fees.

MAYBE, my landlord has a HUD, FHA, USDA, VA, Fannie Mae or Freddie Mac mortgage? How do I know what kind of mortgage my landlord has?

- Your landlord may be able to tell you, and if not, they can look up whether they have a Fannie Mae/Freddie Mac-backed loan on the Fannie/Freddie websites.
- You can try to look up whether your landlord has a mortgage in public records, but it may not be recorded.
- You can also try to call 1-800-2FANNIE and 1-800-FREDDIE to find out about the mortgage.

NO.

Evictions and late fees are banned for 120 days -until July 25- by the federal stimulus CARES Act. After that, a 30 days' notice is required.

If you receive a notice from your landlord for any reason, you should contact Bay Area Legal Services or another lawyer.



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**For questions about evictions call
Bay Area Legal Services 1-800-625-2257**



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RENTER'S QUESTIONS ANSWERED

For more information call 800-625-2257

I don't have enough money for rent, can my landlord evict me?

The Governor has issued a 45-day suspension, until May 17, on evictions based on failing to pay rent due to COVID-19. This rule applies to all tenants in Florida.

Despite the Governor's order, some courts are still letting landlords file evictions. The final stage of an eviction is a writ of possession. Most courts in our area are not issuing writs and it is likely no writs will be served until close of business May 29.

Congress passed the federal stimulus CARES Act which suspends evictions for 120-days, until July 25, on all qualified dwellings. That rule protects tenants with Section 8 or Rural Development vouchers. It also protects:

- Section 8 project-based housing
- Public Housing
- HUD-subsidized senior housing
- Other HUD-subsidized housing
- USDA-subsidized housing
- Tax credit or "LIHTC" housing

If you are protected by the federal stimulus CARES Act and you still owe your landlord by July 25, your landlord must deliver you a 30-day notice before they can file for eviction.

If I am protected from an eviction for not paying rent, do I have to pay rent?

Yes. You still owe the rent and will eventually have to pay it. These suspensions give you time to get caught up with the rent, they do not cancel rent.

I have a Section 8 voucher, public housing, or some other subsidized housing and I lost my job. What should I do?

Immediately report your loss of income so your rent can be adjusted. The next month's rent should be based on your new income. If there is delay in adjusting your rent because of COVID-19 crisis, you should receive a retroactive rent adjustment.

I think I am protected from eviction, but my landlord has filed an eviction what should I do?

You should contact Bay Area Legal Services or another attorney.

The conditions in my property are terrible and my landlord will not fix anything, what can I do?

Make any repair request in writing, over email or text. If the repairs are not urgent tell your landlord and give them time to make repairs. If the problems are affecting your health and safety, ask the landlord to make repairs right away.

If they will not make repairs, you can send a certified notice to your landlord giving them seven days to make the repairs or you will withhold rent for the month. Please contact Bay Area Legal Services before sending this letter to your landlord to make sure it complies with Florida law. You can also review your lease for any other rights you may have.

My landlord wants to enter my home, but I don't want people in my home during COVID-19. Can I stop them?

For an emergency your landlord can enter your unit at any time. Normally, your landlord must give you notice at least 12 hours before entering your unit, and can only enter from 7:30 a.m. to 8 p.m.

If you are nervous about your landlord or others being in your home due to COVID-19, this is a valid concern based on CDC recommendations around self-quarantining and social distancing. Contact us for help deciding if you can keep your landlord out.

My landlord filed an eviction against me before the COVID-19 crisis started, what will happen with my case?

It is not clear if the Governor's order suspending evictions applies to you. Some courts are still entering judgments for evictions and issuing writs of possession. The writ of possession is the last step in the eviction process.

Most clerks in our region are not issuing writs and it is likely that writs will not be served until close of business May 29.

Eviction Protections During the COVID-19 Crisis



The information provided in this document is not a substitute for legal advice. The laws described here may change without notice. Last updated 6/2/2020.

What must a landlord do in order to evict a tenant legally?

- A landlord cannot evict a tenant without a court order.
- A landlord is prohibited from using “self-help” measures to evict a tenant.
- To legally evict a tenant, a landlord must first send all required notices, then file an eviction lawsuit in court and get a court order signed by a judge authorizing eviction, and then request a sheriff’s eviction if the tenant doesn’t voluntarily vacate.

Has the State of Florida enacted any eviction protections for tenants facing eviction due to COVID-19?

- Yes, on June 1, 2020, Governor DeSantis signed an Executive Order extending his previous Order to suspend temporarily all evictions for non-payment relating to COVID-19 until July 1, 2020.
(https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-137.pdf).
- The Order doesn’t eliminate or waive the rent. A tenant will still have to pay rent to the landlord to avoid a future eviction.

What temporary restrictions have local courts enacted on evictions due to COVID-19?

- DUVAL: No rent nonpayment eviction lawsuits may be filed until July 1, 2020. However, for pending eviction cases where the court issues a judgment for eviction, evictions can go forward.
- CLAY: For pending eviction cases where the court issues an order for eviction, evictions can go forward.
- ST. JOHNS: Court orders for eviction are stayed until further order of the court.
- NASSAU: No eviction cases may proceed until further order of the court.
- BRADFORD: Activity in eviction lawsuits for rent nonpayment is suspended until further order of the court. For pending eviction cases where the court issues an order for eviction, evictions can go forward.
- BAKER: Activity in eviction lawsuits for rent nonpayment is suspended until further order of the court. For pending eviction cases where the court issues an order for eviction, evictions can go forward.
- To check your county’s eviction policy: <https://florida.evictionprotection.org/#check-your-county>.

Has the federal government enacted any eviction protections for tenants facing eviction due to COVID-19?

- Yes, the federal CARES Act, effective March 27, 2020, prohibits some landlords from filing new eviction cases for failure to pay rent. It also prohibits some landlords from charging fees or penalties for late payment during this period.
- The prohibition on filing new eviction cases lasts through July 25, 2020.
- The Act doesn’t eliminate or waive rent.

Which landlords must comply with the federal CARES Act?

- Landlords who participate in federal programs, including:
 - Public Housing,
 - Section 8 Housing Choice Voucher Program,
 - HUD-subsidized family or senior housing (Section 8, 202, 811, 236, 221(d)(3)),

- USDA-subsidized rural housing, and
- Low Income Housing Tax Credit (LIHTC).
- Private housing where the landlord has a federally backed mortgage:
 - HUD (including FHA) mortgages,
 - USDA mortgages,
 - VA (Veteran Affairs) mortgages, and
 - Fannie Mae or Freddie Mac mortgages.
 - Note: Landlords that receive forbearances of federally backed multifamily mortgage loans must respect identical renter protections for the duration of the forbearance.

****Talk to a lawyer if you have questions or need help finding out if your housing is covered by the CARES Act. Many covered properties are listed in these search tools: <http://flhousingdata.shimberg.ufl.edu/covid-19>, and <https://florida.evictionprotection.org>.***

To what type of evictions does the CARES Act apply?

- It applies to cases for unpaid rent between March 27, 2020 and July 25, 2020. If you live in housing covered by the CARES Act (see above), your landlord cannot file an eviction case against you for unpaid rent or charge fees or penalties for failing to pay the rent during this period.
- Your landlord must give you written notice at least 30 days before filing an eviction case in court.
- Your landlord can still file an eviction lawsuit against you for other reasons.

What happens if I can't pay the rent after the protections expire?

- Assuming the landlord sends a proper notice, the landlord can then file an eviction lawsuit.
- If you are a tenant who can't pay the rent, contact your landlord and ask your landlord to give you more time to pay your rent.
- For your protection, get any agreement with the landlord in writing. Do not sign the agreement unless you understand everything in the agreement.
- There may be social service or non-profit agencies in your area that might be able to assist with the rent, contact the United Way at 211 for help locating those agencies.
- When negotiating a payment plan, make sure the agreement includes:
 - A ledger of all amounts currently owed;
 - The date(s) and amount(s) of all the payments;
 - Whether the payment plan includes the rent that will become due during the payment plan;
 - What will happen if you miss a payment; and
 - A promise from your landlord that by agreeing to the payment plan, the landlord will not take legal action against you.
- If a tenant lives in a unit that is subsidized by the federal government, and is facing eviction due to nonpayment of rent, additional eviction protections may apply after June 1, 2020.

If you are a tenant facing eviction and have questions about your situation, contact JALA. You can also go to JALA's website at www.jaxlegalaid.org or www.floridalawhelp.org to learn more about tenant rights, as well as for some assistance in drafting a response to an eviction lawsuit.

Clay County Legal Aid
825 N. Orange Ave., Rm. 308
Green Cove Springs, FL 32043
(904) 284-8410

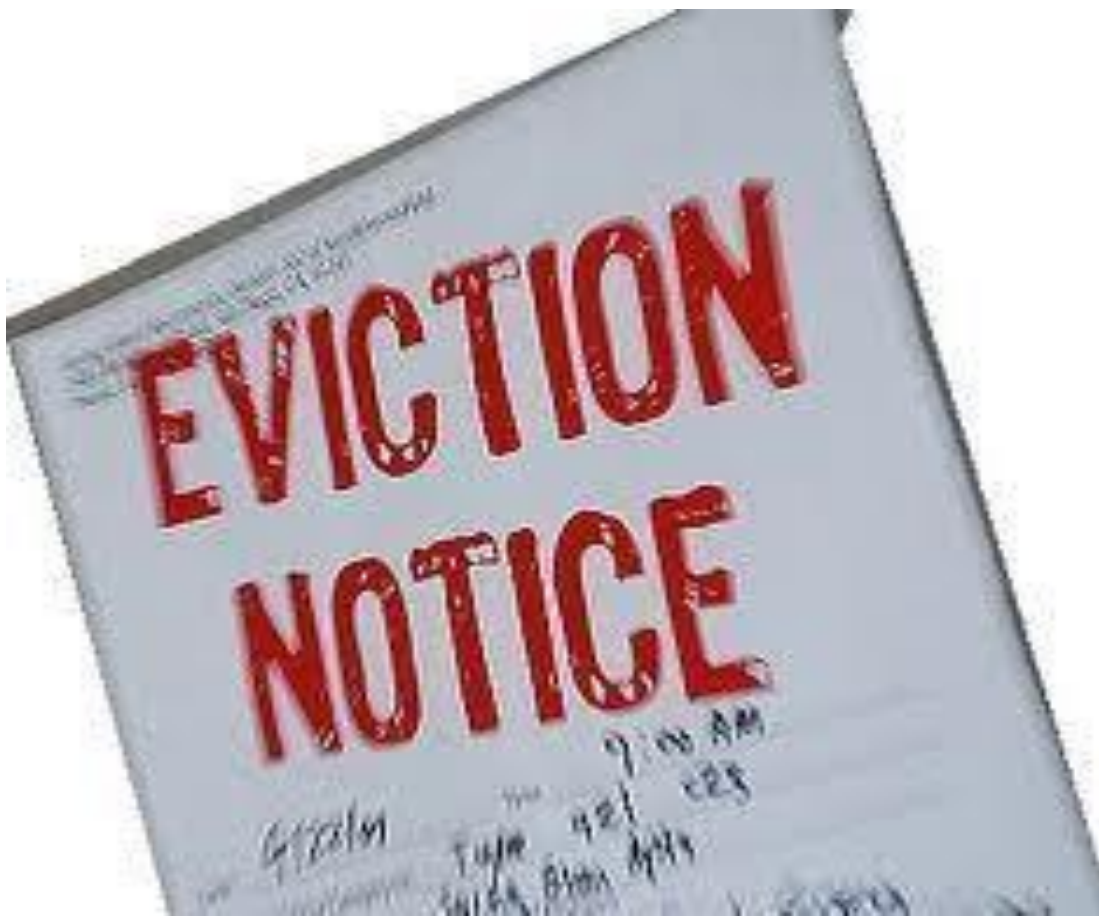
Jacksonville Area Legal Aid, Inc. (JALA)
126 W. Adams St.,
Jacksonville, FL 32202
Phone: (904) 356-8371
www.jaxlegalaid.org

St. Johns County Legal Aid
222 San Marco Ave.
St. Augustine, FL 32084
(904) 827-9921

RESOURCES

- Legal Services of Greater Miami -- <https://www.legalservicesmiami.org/covid-19>
- Community Justice Project - <https://florida.evictionprotection.org/>
- Eviction Lab -- <https://evictionlab.org/>
- Florida Bar Foundation to find local program -- <https://thefloridabarfoundation.org/>
- Online intake: <https://tinyurl.com/flonlineintake>

How to Answer Your Eviction During and After COVID-19



Legal Services of Greater Miami, Inc.
Tenants' Rights Project

TEMPORARY COURTHOUSE CLOSURES DUE TO COVID-19

Courthouses remain generally closed to the public and deadlines which were extended beginning March 16, 2020 to the present became due on June 1, 2020. But, the public is allowed to enter the courthouse for emergency filings, to deposit rent, or to file an answer or claim of exemption. You must wear a mask when going to court.

WHAT IS AN "EVICTION"?

An eviction is a lawsuit where the landlord asks a court to remove you from your unit. Before starting an eviction, the landlord must give you a written notice. If you do not do what the notice requests or you do not leave, the landlord will file an eviction against you in County Court.

NOTE: Your landlord cannot change the locks, turn off the utilities, or do anything else which forces you to move out. This is called an illegal eviction or a "prohibited practice," and is a violation of the Florida Law. It can make your landlord liable to you for three times your rent, or actual damages, whichever is higher, and attorney's fees and costs. See our brochure "What to Do If Your Landlord Locks You Out or Shuts Off Your Utilities"

REASONS WHY YOU CAN BE EVICTED

- **Non-Payment of Rent Notices Under the Normal Rules.**

Before you can be legally evicted for non-payment rent, the landlord must give you a **THREE DAY NOTICE** under the normal rules. The Three-Day notice must list the amount of rent that you owe and tell you to pay the rent or move out within three days. The Three-Day Notice must clearly state the day the rent is due. The three days cannot include the day you received the notice, Saturday, Sundays, or legal holidays. For example, if you get the notice on Thursday, then Friday is day one, Monday is day two, and Tuesday is day three -- the day you must pay your rent.

The Three Day Notice can only ask for rent. It cannot ask for late fees, repairs, or other charges. Make sure you read your lease. If the lease says that late fees are considered rent, then the landlord can include them in the Three Day Notice.

Once a Three Day Notice has expired, the landlord has the right to file an eviction complaint with the Court. If the Three Day Notice is defective or has a mistake on it, the landlord will have the opportunity to fix the notice before the judge will dismiss the eviction. Even so, you should still point out to the judge that the notice is defective.

SPECIAL CONSIDERATIONS DUE TO COVID-19

FEDERAL LAW: CARES ACT:

Due to COVID-19, several laws went into effect related to evictions. The CARES Act is a **federal law** prohibiting certain landlords from filing new eviction lawsuits and from charging late fees. This applies to landlords in federally subsidized housing programs, HUD Housing Programs, Low-Income Housing Tax Credit properties, most affordable housing, properties where at least one tenant has a Section 8 voucher, and private landlords with a federally backed mortgage. The moratorium went into effect on March 27, 2020 and extends for 120 days (until July 25, 2020). After the moratorium ends, the landlord must provide at least 30 days' notice before filing a lawsuit for eviction. The earliest a landlord covered by the CARES Act can file an eviction is August 23, 2020. Additionally, the landlord cannot charge you late fees before July 25, 2020.

If you are a tenant trying to determine if a mortgage is federally backed you could inquire with your landlord or you could review this data for a non-exhaustive database of federally backed mortgages:

<https://nlihc.org/federal-moratoriums>

<https://florida.evictionprotection.org/>

Note that these search tools do not cover mortgages for buildings with 1 to 4 units or buildings that accept vouchers. Your home may be covered under the CARES Act even if it is not listed in these databases.

Note that the CARES Act does NOT prevent the landlord from proceeding with evictions filed before March 27, 2020.

THE CARES ACT AND MIAMI-DADE COUNTY COURTS: As A result of the Federal Cares Act, the Miami courts have instituted Administrative Order 20-10, entitled *In Re Evictions under the "Coronavirus, Aid, Relief and Economic Security Act" (the CARES Act)*. This is a rule requiring every landlord who has filed a non-payment of rent eviction on or after March 27, 2020 to file a declaration under penalty of perjury verifying whether or not the property which the eviction case is seeking to recover possession of has a Federally backed mortgage loan, a Federally backed multifamily mortgage loan, or is otherwise a "covered dwelling" under section 4024 of the CARES Act. This sworn declaration of the landlord asserting that their property is not a "covered dwelling" can be filed after the eviction is filed. However, this declaration must be filed before any landlord can obtain a judgment of eviction in a non-payment of rent eviction. If the landlord does not file this declaration you should raise this as a defense and in the motion to determine rent. (Discussed later).

STATEWIDE MORATORIUM:

In addition to the federal CARES Act- there is a separate **Florida statewide** eviction moratorium beginning on April 2, 2020. This Statewide moratorium applies to all non-payment evictions. Evictions will be suspended until June, 30 2020 by EO 20-137. **However, you still owe rent for April, May, and June.** Additionally, you may need to demonstrate that the failure to pay rent is due to the COVID-19 crisis. It will be important to gather as much evidence showing your inability to pay rent is related to COVID-19. For example, documentation of when and why you lost your income may be helpful to show you could not pay rent due to the COVID-19 emergency.

COUNTY ORDINANCE:

Specifically, in **Miami-Dade County** there is a law suspending evictions from Miami-Dade **Public Housing and County-Owned Affordable Housing** during a state of emergency.

Under this ordinance, the landlord cannot take “any action to facilitate the eviction of residents.” This means that the landlord should not take any steps in the eviction process, including filing, if you live in public housing or county-owned housing.”

- **Breach of Lease or Violation of Rules and Regulations**

Your landlord can also file an eviction against you because the landlord says you violated the lease, violated its rules, or engaged in some behavior that threatens the health, safety, and welfare of the other tenants.

Under Florida law, the landlord must give you at least 7 days written notice of the problem. If the problem is one that can be fixed, the landlord must give a SEVEN DAY NOTICE TO CURE. The purpose of giving you the notice is so that you can stop doing what the landlord says is a violation. For example, your landlord sends you a notice that says your broken truck in the parking lot is a violation of the lease. If you move the truck, you have “cured” the problem and the landlord cannot file an eviction. But if you move the broken truck back into the parking lot in the next 12 months, the landlord can file an eviction.

If the problem is one that cannot be fixed the landlord must give you a 7 day notice terminating your tenancy. For example, if you severely damage the apartment, your landlord may terminate your tenancy and tell you to move out in 7 days.

If you are living in a property covered by the CARES Act, review the section above. The CARES Act prohibits a landlord from sending any notices before July 25, 2020. After July 25, the landlord must send you a 30-day notice.

- **Termination or Expiration of the Rental Agreement**

You can be evicted because the agreement with the landlord has been terminated or expired.

If you are a PRIVATE TENANT and have no lease, then the landlord must give you a written notice to make you move. The amount of notice depends on how often you pay your rent. If you pay rent weekly, then the landlord must give you a written notice to move out at least 7 days before your rent is due. If you pay rent monthly, then the landlord must give you written notice to move at least 15 days before your rent is due.

Note: If you live in Miami Beach or the City of Miami, the landlord must give you 30 days written notice telling you to move out. If your rent is due on the first of the month, the notice must end on the last day of the month.

If you live in private housing with no written lease, the landlord can evict you for any reason, as long as it is not discriminatory and not done in retaliation.

If you are living in a property covered by the CARES Act, review the section above. The CARES Act prohibits a landlord from sending any notices before July 25, 2020. After July 25, the landlord must send you a 30-day notice.

If you are in subsidized or public housing, different rules and laws apply to your situation. You need to speak with an attorney at Legal Services.

If you are behind in your rent and the landlord cannot bring a non-payment of rent eviction because of the moratorium, the landlord may try to terminate your lease without giving a reason as a way to get around the new changes in the law. If the landlord tries to terminate your tenancy as a month to month tenancy after you have not been able to pay your rent, you should assert in your Answer that the moratorium applies.

HOW TO WRITE YOUR ANSWER

1. Included with this brochure is a form “Answer, Affirmative Defenses, and Motion to Determine Rent.” You need to first write the case number and the names of the parties on the top of the paper. The landlord is the Plaintiff, and you are the Defendant.
2. Read the complaint for eviction and respond to each of the paragraphs in the complaint. You respond by writing in your answer that you either admit or deny what is in each paragraph. If you do not know whether to admit or deny the paragraph, you can state that you are “without knowledge.”
3. Then write your defenses and explain why you should not be evicted (i.e.: the landlord is retaliating because I called the housing inspector, there are bad conditions, I already paid my rent).
4. You have a constitutional right to demand a trial by a jury of your peers. You can waive this right in your lease. If you want to demand a jury trial, you should do it when you file your

answer or within 5 days after filing your answer; otherwise, you may waive your right to demand a jury trial. There are pros and cons to demanding a jury trial. While it is your absolute right to demand a jury trial, it may be difficult to represent yourself at a jury trial. If you have questions about whether to demand a jury trial, you should speak with an attorney.

5. Sign your answer. Include your name, address, and telephone number.
6. File your original with the Court, mail a copy to your landlord, and keep a copy for your records.

FILING A MOTION TO DETERMINE RENT **OR** **DEPOSITING MONEY INTO COURT REGISTRY**

To defend an eviction in Florida, you **MUST** pay into the court registry the rent the landlord asks for in the eviction complaint **OR** if you disagree with the amount owed, ask the judge to determine how much rent is due. A form for the “Answer, Affirmative Defenses, and Motion to Determine Rent” is included with this brochure.

Things you might include in your Motion to Determine Rent:

- The amount demanded by the landlord is wrong.
- The landlord demands extra amounts that are not rent.
- You already paid the rent.
- The landlord failed to make repairs and the rent should be reduced.
- Your landlord turned off water or electricity, or has illegally locked you out of your home.
- If you are covered under any of the moratoriums listed above you should assert in the motion to determine rent that you are not required to post money into the court registry because the landlord should not be permitted to move forward with the eviction at all.

Many judges will not consider a rent reduction until after you deposit all of the rent into the court registry.

Whatever your reasons, you should include proof of why you are asking the Court to determine how much rent you owe. For example, if you already paid your rent, include copies of the receipts. If you think your rent should be reduced for bad conditions in your home, include photographs.

You must also continue depositing your rent into the court registry while the eviction is pending.

NOTE: If you do not pay the rent into the court registry or do not file a motion to determine rent, you will waive all of your defenses, except for payment. This means you will lose

your case automatically, and the landlord wins the case. You will not get to see a judge and you will be evicted from your home.

ALL RENT REMAINS DUE AND OWING

Even under the COVID-19 protections, you still owe rent. The landlord will not be able to evict you, but when the protections expire, you will need to pay all rent that you owe.

WHEN AND WHERE TO FILE YOUR ANSWER

Your answer is due in court on the fifth day after the eviction complaint was personally served on you or a member of your household or posted on your door. You do not count Saturdays, Sundays, or Holidays. Also, the day you are served does not count. If you had any court deadline between Monday March 16, 2020 through May 29, 2020 (such as a 5-day deadline to file an answer and deposit the rent at the courthouse), you should have filed your answer by June 1, 2020. If you fail to meet a court deadline or attend a hearing, you might lose the lawsuit, and the Judge may enter a Final Judgment of Eviction against you.

Filing your answer means that you go to the Clerk of Court and say “I want to file an answer to an eviction.” Take the original answer and 2 copies (one for yourself and one for the landlord). Make sure that the clerk date stamps all copies.

Take your answer to the courthouse where your eviction was filed, which is usually the courthouse closest to your home. The “Summons” will tell you where your case is filed. Here is a list of the Courthouses in Miami-Dade County:

Dade County Courthouse (05)
73 West Flagler Street
Miami, FL 33130

Coral Gables Branch Court (25)
3100 Ponce de Leon Boulevard
Coral Gables, FL 33134

North Dade Justice Center (23)
15555 Biscayne Boulevard
Miami, FL 33160

South Dade Justice Center (26)
10710 SW 211 Street
Miami, FL 33189

Hialeah Courthouse (21)

11 East 6 Street
Hialeah, FL 33010

Miami Beach Court Facility (24)
1130 Washington Avenue
Miami Beach, FL 33139

If you are unable to get to the courthouse, you may be able to file through the online filing system:
<https://www.jud11.flcourts.org/coronavirus/ArtMID/2392/ArticleID/3445/COVID-19-Advisory-10-Self-Represented-Litigants-Urged-to-Sign-Up-on-Florida-Courts-e-Filing-Portal>

DEFENSES

You may be able to use these defenses in your answer. Write them under “Defenses.” If any of these apply, you should argue that you win the case because of these defenses.

- *Failure to serve a proper, non-defective termination notice.* This means that the landlord’s notice did not comply with your lease or Florida law (Florida Statute § 83.56). The judge must give the landlord the opportunity to fix a defective notice for non-payment only.
- *Corporation not represented by an attorney.* A corporation cannot represent itself and cannot appear in court without an attorney.
- *Improper party.* Only the owner or lessor of the property may file an eviction complaint. Check the property records to see who owns the property.
- *Failure to attach.* The landlord must attach certain documents to the complaint (i.e. the lease or three-day notice).
- *Payment.* If the landlord accepts rent after serving a three-day notice, he or she has waived the right to file suit. The landlord cannot accept rent after the complaint has been filed.
- *Tender.* If you were ready, willing, and able to make payment during the three-day notice period, but the landlord refused to accept your money. The landlord must accept your rent during the three-day notice.
- *Failure to maintain.* The landlord refuses to make repairs and has failed to maintain the property. (i.e.: no hot water, leaking roof, roach infestation, mold).
- *Retaliatory eviction.* Your landlord filed the eviction because you asserted your rights. For example, you contacted code compliance about conditions and then the landlord filed the eviction.

- *Discriminatory conduct.* The landlord is discriminating based on race, color, national origin, religion, sex, disability, domestic violence, having children, sexual orientation, gender identity, source of income, or some other protected class.

You may be able to assert defenses under the CARES Act, Executive Order 20-94, or Miami-Dade County Resolution 1253-19.

If you are suffering from COVID-19 or your health condition puts you in a high-risk category for COVID-19 you may want to ask your landlord for a Reasonable Accommodation. Make a request to your landlord for more time to find new housing if it is unsafe for you to leave your home due to your health condition. If your landlord will not grant your request and files an eviction, depending on your particular situation, you may be able to assert a violation of the Fair Housing Act which requires the landlord to make accommodations due to your disability. You will need to obtain medical documentation to support this request.

WHAT HAPPENS NEXT?

If you filed a Motion to Determine Rent, the court will either schedule a hearing on the motion or enter an order requiring you to deposit rent. If there is a hearing, be prepared to tell the judge why the rent is wrong and how much you should deposit. If the court orders you to deposit rent, you must do it or you will lose your case automatically.

If you deposit the rent ordered by the court, you will probably go to “mediation.” This is a meeting between you, the landlord, the landlord’s attorney, and a mediator. While the courthouses are closed to the public, we anticipate these will be conducted remotely – either by phone or using Zoom. The mediator is a neutral person trained to help you and the landlord work out your problem. Mediation means that you try to compromise; but, do not agree to anything that you will not be able to do. If you reach an agreement at mediation, then you sign a paper called a “Stipulation.” The judge signs it too. This is a binding legal document. It is unlikely that you will be able to get out of this agreement if you change your mind. It is important that you understand the agreement before you sign it.

If you and the landlord cannot agree at mediation, then sometimes you may go directly to your final hearing or trial. Until the courthouse is open to the public, trials will be held remotely using Zoom (online).

At the trial, the landlord goes first and presents his case. You can question the landlord and his witnesses. This is called cross examination. When the landlord is done, you present your case. You can have your own witnesses testify and submit your own evidence and documents. The landlord or his attorney can question you and your witnesses.

After hearing from all of the witnesses and looking at all the evidence, the judge then makes a decision. If the judge rules for you, there is no eviction and you remain living there. However,

sometimes the judge may put conditions in the ruling. Make sure you understand the judge's decision before you leave. Sometimes a judge will try to get the parties to reach an agreement. For example, a judge may ask the landlord to agree that the case will be dismissed if you move out by a certain date to avoid a final judgment.

If you lose the Court hearing or if you did not answer the lawsuit in the first place, the court will enter a final judgment of eviction. The judge can also make you pay the landlord's attorney's fees and court costs. If the landlord sued you for unpaid rent, the judge could enter a judgment against you stating that you owe money to your landlord. To appeal the decision, you must file a notice of appeal within 30 days, but an appeal will not keep you from being evicted unless the judge gives you a "stay pending appeal." Typically, you must have the rent to get a stay during the appeal.

WRIT OF POSSESSION

If you do not move out, the Court will tell the Sheriff to move you and your family and everything you own out of the place where you are living. The notice that the Sheriff will post on your door is called the "Writ of Possession." It gives you 24 hours' notice to move out. If you have not moved out by the time the Sheriff comes back, the landlord or the landlord's agent may remove your belongings from the unit. The landlord will also change the locks when the Sheriff is there. They can do this whether you are home or not, have children, or are sick. In Miami-Dade County, the Sheriff typically returns several days after posting the notice on the door – not the next day. But, you cannot count on this extra time. For more information, see our brochure "Writ of Possession."

Due to the **COVID 19 Emergency** there will be a significant delay in executions of Writs of Possession. Florida Supreme Court Administrative Order 20-08 explicitly states that the Clerks cannot issue writs of possession.. In Miami-Dade, the Police Department are not executing writs of possession and removing tenants while we are under a state of emergency.

HOW TO DO I CHECK THE STATUS OF THE CASE?

You can check the status of the eviction case online, by looking at the "docket."

To check the case online:

- Go to <https://www2.miami-dadeclerk.com/ocs/>
- Click on "Standard Case Search."
- Click on the "Local Case Number" tab.
- Enter the case number. You will also have to enter the code in the image.
- Click "Search" Then, click on "Docket" to get the latest update on your eviction case

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: _____
CIVIL DIVISION

Plaintiff(s),

vs.

Defendant(s).

_____ /

**ANSWER TO EVICTION,
DEFENSES, AND MOTION TO DETERMINE RENT**

ANSWER

1. I ADMIT paragraphs _____ of the Plaintiff's Complaint for Eviction.
2. I DENY paragraphs _____ of the Plaintiff's Complaint for Eviction.
3. I am without knowledge of paragraphs _____ of the Plaintiff's Complaint for Eviction.
4. I want to recover my attorney's fees and costs under Fla. Stat. 83.48 and 83.59 if I prevail.

DEFENSES

- ☐ I live in Federally Subsidized Housing (examples: Public Housing, Section 8, Low-Income Housing Tax Credit properties, and other types of subsidized housing) and I am protected by the CARES Act. The landlord cannot file an eviction against me between March 28 and July 25, 2020. After July 25, 2020, the landlord must send me a 30-day notice to pay rent before the landlord can file an eviction.

- ☐ My Landlord has a federally backed mortgage and I am protected by the CARES Act. for the landlord cannot file an eviction for non-payment of rent between March 28 and July 25, 2020. After July 25, 2020, the landlord must send me a 30-day notice to pay rent before the landlord can file an eviction.
- ☐ I do not know whether I live in federally subsidized housing, whether my landlord has a federally backed mortgage, or whether this is a “covered” property but I demand proof from the landlord that my property is exempt from the CARES Act.
- ☐ I paid the rent that is due and owing, but my landlord charged me fees or penalties related to the late rent. Pursuant to the CARES Act, a landlord is prohibited from charging fees, penalties, or other charges related to non-payment of rent from March 28 through July 25, 2020.
- ☐ My landlord is evicting me for non-payment of rent. Pursuant to Executive Order 20-94, 20-121, 20-137 evictions for non-payment of rent were suspended through June 30, 2020. Any case filed during this time should be dismissed.
- ☐ Pursuant to Administrative Order 20-10, entitled the Order In Re Evictions under the “Coronavirus, Aid, Relief and Economic Security Act” (the CARES Act), the landlord is required to file a declaration under penalty of perjury verifying whether or not the property which the eviction case is seeking to recover possession of has a Federally backed mortgage loan, a Federally backed multifamily mortgage loan, or is otherwise a “covered dwelling” under section 4024 of the CARES Act. The landlord has not filed the required declaration and therefore is not entitled to proceed with this eviction.
- ☐ I asserted my rights under the CARES Act. As a result, the Landlord is retaliating against me and filing this eviction in violation of Florida Statute 83.64.
- ☐ I organized with other tenants around our protections and rights under the CARES Act. As a result, the Landlord is misrepresenting the basis of this eviction to circumvent those protections or to retaliate against me.
- ☐ This case is motivated by non-payment protected by the CARES Act and/or Executive Order 20-94, 20-121, 20-137 and my landlord is misrepresenting the basis for eviction to circumvent those protections

Other Defenses:

MOTION TO DETERMINE RENT AND REQUEST FOR HEARING

I am respectfully requesting that this Court determine how much rent I should deposit into the Court Registry and to set a hearing on the same because (check all that apply):

- ☐ I already paid my rent. Attached are receipts.
- ☐ I live in a property covered by the CARES Act, so under federal law, I cannot be evicted for non-payment of rent at this time and, as a result, I have no obligation under state law to deposit rent into the Court Registry.
- ☐ I am unsure whether the CARES Act applies to my property so I am demanding a hearing to determine CARES Act eligibility.
- ☐ Pursuant to Administrative Order 20-10, entitled the Order In Re Evictions under the "Coronavirus, Aid, Relief and Economic Security Act" (the Cares Act), the landlord is required to file a declaration under penalty of perjury verifying whether or not the property which the eviction case is seeking to recover possession of has a Federally backed mortgage loan, a Federally backed multifamily mortgage loan, or is otherwise a "covered dwelling" under section 4024 of the CARES Act. The landlord has not filed the required declaration and therefore is not entitled to proceed with this eviction. Since the landlord has not established that the property is not covered under the CARES Act, I assert the protection of the CARES Act. Accordingly, there is no obligation for me to post money into the court registry.
- ☐ Pursuant to the Executive Order 94-20, 20-121, 20-137 all evictions for non-payment of rent have been suspended through June 30, 2020. Because this eviction was filed during the moratorium, I should not be required to deposit any rent.
- ☐ The amount of money the Plaintiff is demanding is incorrect, because:

- ☐ There are bad conditions in my rental unit and my rent should be reduced. I have attached photographs and/ or described the conditions below:

☐ Other: _____

WHEREFORE, I respectfully request that this Court set a hearing to determine how much money I should deposit into the Court Registry, and for all other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

- ☐ I am demanding a jury trial.
☐ I am not demanding a jury trial.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I sent a copy of this Answer, Defenses, and Motion to Determine Rent to Plaintiff via First Class U.S. Mail at _____

_____, on this ____ day of _____, 2020.

Defendant's Name: _____

Address: _____

Telephone: _____

THIS IS A SAMPLE FORM CREATED BY LEGAL SERVICES OF GREATER MIAMI