

LET'S TALK ABOUT

EVICTION DEFENSES

There are many common defenses to eviction for non-payment of rent that you may use in your answer to your 3-day notice.



LANDLORD REFUSED TO ACCEPT RENT

You tried to pay your landlord, but they did not accept payment. This includes paying your rent after you were supposed to or after you were served a 3-day notice.

LANDLORD WAIVED OR CANCELLED THE EVICTION NOTICE

Your landlord accepted full/partial rent after you received the eviction notice or has agreed to allow you to pay rent at a later date.

IMPORTANT NOTE

Ensure any agreement you and your landlord have decided on is in writing, signed, and dated.



RETALIATION

The eviction process proceeded a tenant's rightful action, such as asking for necessary repairs or reporting the dwelling for not being up to code.

LANDLORD BREACHED THE WARRANTY TO PROVIDE HABITABLE PREMISES

Your landlord fails to provide adequate housing conditions.

Your landlord must provide working plumbing, hot water, heating, be structurally sound, have reasonable security (working and locking doors and windows) and it must be free of pests.



You must have notified your landlord of the conditions you need fixed. You must also notify your landlord you are not paying rent until they make repairs.

DELAY OF EMERGENCY RENTAL RESOURCES

If you are waiting on emergency rental assistance, such as funds from OurFlorida or another nonprofit, you may use it as a defense.

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