

KNOW YOUR LEASE BEFORE YOU BREAK IT

Trap Scenarios

After a long period of unemployment, Michael finally got a job offer in North Florida. He needs to relocate in order to be employed. Brenda is a single mom whose electricity keeps going out. A roof leak was repaired but Sam's water-damaged furniture was not. What do these three have in common? They want to break their leases by vacating their apartments early.

Tips

Carefully read the entire lease agreement before making a decision you may regret. What you don't know may cost you! Just like a signed contract, failure to honor a lease could result in financial penalties. In this economy no one can afford debts that may be avoided. The Florida Landlord/Tenant Act requires written notice to landlords when vacating, whether early or at lease end. Many leases require a 60-day notice.

- Few leases address the need to move for a job. Michael should make his move known to the landlord in writing as soon as possible. Working amicably with the landlord will give Michael the best chance to minimize lease-breaking penalties.
- If Brenda's request for repair is ignored by the landlord, her next phone call should be to Code Enforcement for Palm Beach County or her municipality to request an inspection. Code violations will result in mandated repairs by the property owner. She should also call Consumer Affairs. Giving the landlord the opportunity to make repairs will save Brenda a lot of trouble. Breaking her lease should be her last resort.
- Sam's lease likely has a clause stating the landlord is not liable for any damage to personal property. Renter's insurance provides additional protection. If Sam breaks his lease over this issue, he will probably incur costly penalties and perhaps a trip to court to enforce the lease.

Consumer Affairs mediates landlord-tenant disputes.



Palm Beach County
Board of County Commissioners
Department of Public Safety
Division of Consumer Affairs
Main: 561-712-6600 Fax: 561-712-6610
Website: PBCGOV.COM/CONSUMER