

LIVING ON YOUR OWN? KNOW YOUR RIGHTS!



**CHILDREN & YOUTH LAW CLINIC
UNIVERSITY OF MIAMI SCHOOL OF LAW**

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HOW TO ANSWER YOUR EVICTION



I'm being evicted...now what??

What is an eviction??

An eviction is the **process** your landlord has to follow to **legally** remove you from the apartment or house you are renting. There are very **specific rules** the landlord must follow, and you need to know your role in the process too.

— HOW AN EVICTION WORKS — (generally)

1. Your landlord must give you some kind of **NOTICE**. Whether it is a 3 day notice, 15 day notice, or 7 day notice, you must receive something from your landlord before they can go to court.
2. After the time in your notice passes, your landlord can **file a court case against you** to remove you from the apartment or house you are renting.
3. You have a chance to **RESPOND** to the court case against you. **Beware!** There are very, very strict deadlines! If you miss them, you risk automatically losing.
4. Sometimes you go to a **hearing** or **mediation**. If you do, the judge will **make an order**. You have to follow the order, or you will automatically lose the case.
5. If you lose, the landlord can ask the judge for a **writ of possession**, which is a **24 hour notice**. This is the last step in the eviction, and is when you must move out because the judge has given the sheriff permission to remove your belongings and change the locks.

— ANSWERING —

1. Use the Form in this packet to write your **Answer** to the eviction. This is where you get the chance to explain your side of the story. You only have **5 DAYS** from the date of receiving the court papers to turn in your paperwork to the court. This is the place where you write any **defenses** you have to the eviction (see the next page for reasons you could be evicted and defenses). Make sure you attach to the Answer any copies of proof of your defenses (pictures, documents, etc.).
2. Now you must EITHER deposit money into the court registry (the amount the landlord is asking for), OR file a Motion to Determine Rent. Use the Form in this packet. You should file a **Motion to Determine Rent** if you do not agree with the amount the landlord is asking for. In your Motion, explain why you do not agree with the amount. Make sure you attach any copies of receipts, checks, etc. to support your Motion.
3. **GO TO THE COURT** and personally turn in your documents. **KEEP COPIES** for your own records, and ask the court to “stamp” the date and time you turned them in to the court. Send copies to your landlord. **Court locations** are included in the Additional Resources part of this packet.

WHAT TO GIVE TO THE COURT

- (1) Your Answer (use the Form); **and,**
- (2) EITHER deposit money with the court, OR file your Motion to Determine Rent (see the Form).

HOW TO ANSWER YOUR EVICTION

— WHY YOU COULD BE EVICTED & DEFENSES —

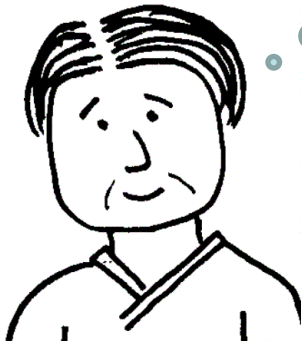
Non-Payment of Rent. If you are being evicted for not paying the rent, it starts with a 3-day notice. That 3-day notice has very specific requirements. It must say: the amount of rent owed, the date it was posted, the due date for you to pay or move out, and you must make sure the 3 days don't include Saturdays, Sundays, or legal holidays. If any of those things are wrong, you have a defense to your eviction, and you should write it in your Answer. If you have a lease, you need to read it to make sure you know how long you have to pay the rent, late fees, etc. Late fees are not allowed on the 3 day notice unless it says in your lease that they become part of the rent.

Breach of Lease or Violation of Rules and Regulations. If the landlord is trying to evict you for breaking the lease or violating some of the rules, the landlord still has to give you a notice before going to the court. If you have a lease, check to see how long you have to "cure," or fix, the problem after receiving the notice. If you do not have a written lease, then Florida Law gives you at least 7 days from receiving written notice of the problem to fix it. What if you didn't do what the notice says you did? That is a defense to the eviction! The notice must be specific, as well. If it is not – that is a defense as well.

Termination of Rental Agreement. If your written lease expires, then you can be evicted for not leaving when you were supposed to. If you do not have a written lease, your landlord needs to give you notice, and the amount of time the notice gives you to move out depends on how you rent – month-to-month, by week, etc. If you rent month-to-month, your landlord has to give you 15 days written notice before the next rent payment is due. If you rent by the week, you are supposed to get 7 days notice. If you live in Miami Beach, the landlord is supposed to give you 30 days. If you think your landlord is trying to evict you in retaliation – because they wouldn't fix a broken toilet, you are being discriminated against, etc. – that is illegal! And those are defenses to an eviction. Make sure you get more legal advice if you are in this situation.

HOW TO ANSWER YOUR EVICTION

**What
happens
now?**



PAY ATTENTION TO YOUR CASE

Make sure you know your **case number**. You can **CALL** the clerk's office at (305) 275-1155 to get the status update on your case, or you can go to the clerk's **WEBSITE** at: <http://www2.miami-dadeclerk.com/civil/Search.aspx>.

— THE REST OF THE PROCESS —

1. The next step is EITHER a **hearing** OR **mediation/trial**.
2. **If you filed your Motion to Determine Rent**, the judge will hold a hearing, which you must attend, where he will order how much and by when you have to pay the landlord.
3. **If you deposited money**, you might then go to mediation or trial. You need to look at the landlord's complaint to see what he or she will be asking for. You need to be prepared to respond.
4. If you lose the case, the judge will issue a **writ of possession**, which is also known as a **24-hour notice**. This gives the sheriff permission to remove you, your belongings, and change the locks from the apartment or house 24 hours after the notice is posted on your door.
5. If you **need more time**, you can file an **Emergency Motion to Stay the Writ of Possession** with the court. Use the Form in this packet. You have to pay \$25 to file it, but there is NO GUARANTEE the judge will even hear it, or grant it. Some **reasons for** a Motion to Stay the Writ of Possession are: you have someone who is very sick in your apartment or home, you never got notice of the case, you never got a 3 day notice, etc.

HOW EVICTION AFFECTS CREDIT

Will an eviction affect my credit?

It might. Many times, landlords use tenant screening reports to choose their new tenants. Items can stay on your credit report for 7 years, so if an eviction is on there, it could be a problem when you try to rent an apartment or house.

If your potential landlord refuses to rent to you because of your credit history, the landlord must: (1) notify you of the refusal; (2) give you the contact information to the credit agency whose report they used to deny you; and, (3) let you know you can get a free copy of your credit report within 60 days.

What do I do if I don't agree with my credit report?

You are legally entitled to one **free** credit report each year. Call 1-877-322-8228 or go to www.annualcreditreport.com. You can send a letter, like the one in the Forms section of this packet, to tell the credit agency you do not agree and why.



SECURITY DEPOSIT

BEFORE YOU PAY YOUR SECURITY DEPOSIT!!

Before you move into your unit, and before you pay your security deposit, make sure you understand what your rights are when you sign the lease. Also make sure that you understand what the process is in your lease to get the security deposit back at the end. If you do not sign a lease, but pay a security deposit anyways, make sure you get a receipt.

WHAT IS A SECURITY DEPOSIT?

Sometimes landlords require you pay a security deposit, or last month's rent, to protect the landlord in case you move out early or damage something. Sometimes pre-paying rent is considered part of the security deposit; make sure you get this in writing so everyone is clear on the agreement.

HOW DO I GET MY SECURITY DEPOSIT BACK?



STEP 1 – Notify your landlord. If you have a written lease, read it to find out how much notice you need to give your landlord. If you don't have a written lease, and you pay by the week or month, you need to give your landlord 7 days notice. Make sure you give written notice, and keep a copy of it.

STEP 2 – Take pictures. Before you move out, take pictures of the unit.

STEP 3 – After you move out. Send your landlord a letter with your new address. Make sure you keep a copy of this letter. If you do not send it, the landlord does not have an obligation to send you your security deposit. Send this letter by certified and regular mail.

STEP 4 – Your landlord's duty. Within 15 days of you moving out, your landlord has to return the security deposit. If they are going to keep all or part of it, for damaged property, etc., they have to give you written notice that they are keeping all or part of the security deposit and list the reasons why.

STEP 5 – Objecting to the landlord. If your landlord gives you written notice that they are keeping all or part of the security deposit, you have 15 days to respond, in writing. Keep a copy of your letter.

STEP 6 – Sue your landlord. After all of this, you have to sue your landlord in Small Claims court. You do not need an attorney. See the Forms in this packet.

SUING YOUR LANDLORD IN COURT

WHY you would sue your landlord. The most common reason you would have to sue your landlord for is to get your security deposit returned. But, sometimes you can sue your landlord if he or she does something illegal – like lock you out, turn off your utilities, or change the locks – without an eviction in the courts.



How do I sue my landlord?? You can file a claim in “small claims court” without a lawyer. The most you can sue for in small claims court is \$5,000. To file your paperwork, you have to pay a fee depending on how much you are suing for. The fee cannot be waived, but you may be able to develop a payment plan. You need to ask the clerk at the court to do this.

It is important that you know the correct and legal name of the person or company you are suing. You can fill out the Statement of Claim and pay the filing fees at the Clerk’s Office. Check the forms section of this pamphlet for locations and the forms. You also have to pay a fee to the Sheriff for them to officially deliver your Statement of Claim to the landlord – this is called “serving” the landlord.

There will probably be a pre-trial conference where you will have a chance to settle the case, and where you will learn what type of evidence and witnesses you might need. **BE CAREFUL!** If you come to an agreement, and it is in writing, it is legally binding! If you do not come to an agreement with your landlord, then you go to trial – usually right after the pretrial.

TRIAL. The trial is the final hearing on your case. At trial you are able to present your side of the case first, and then the individual you are suing presents their defense. Sometimes, the person you are suing has filed a counterclaim, they would have to prove their counterclaim at that time and you could defend yourself against their claim. The judge might give the party that wins court costs or even attorneys’ fees.

YOUR RIGHTS WITHOUT A WRITTEN LEASE

What do I do if I don't have a written lease? An oral agreement is legally valid. Even without a written lease, you have a legal right to written notice of any changes to the oral agreement (including rent changes or ending your lease).

If you pay rent weekly, you are a week-to-week tenant and must be given written notice 7 days before any changes happen. If you pay monthly, you must be given written notice 15 days before any changes happen. If your rental agreement is for a year, you must be given written notice 60 days before any changes happen.

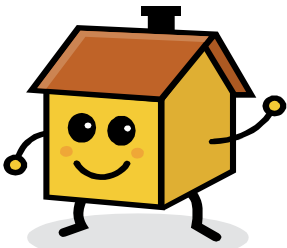
Either YOU OR YOUR LANDLORD can give the notice to terminate the rental agreement.



“Notice of Termination.” Even without a written lease, if you want to leave, or if your landlord wants you to leave, you must give or get notice in writing. It is called a Notice of Termination. Your landlord does not need to give a reason to terminate the oral agreement BUT they cannot terminate the agreement because of discrimination (your race, color, sex, gender) OR in retaliation (because you complained about conditions or reported something).

YOUR RIGHTS WITH A WRITTEN LEASE

Breaking your written lease! If you have a written lease and you want to move out before it ends, you are breaking your lease. Check your lease first! It may allow you to move out if you give the landlord notice. You could also talk to your landlord and ask to move out early. If your landlord does not agree and you still move out, they might sue you for rent lost, but they must try to re-rent the apartment. You still need to give your landlord written notice that you plan to leave. If you do not, they might automatically renew your lease.



Be careful about other tenants! If you are the only name on the lease and someone is still living in your apartment after you move out, you are still responsible to your landlord for rent and damages. If you signed the lease with other people, you are all responsible for the rent and the landlord can come after anyone who signed the lease if the person living in the apartment cannot pay the rent.


Subleasing. Before you let someone else lease your apartment, check and make sure you can sublease. If you are allowed to sublease you are still responsible for rent and damages. **BUT** if you **assign your rights** to the rental unit, you are not responsible for rent or damages. Make sure to read the lease to find out if you are allowed to sublease or assign your rights.



What MUST my landlord do to take care of the apartment?

Your landlord has to maintain the rental property so that it meets state and local standards. At the very least your landlord must make sure that:

- The roof does not leak
- The walls are in good condition
- Inside floors, walls, and ceilings don't let rodents in
- Windows and doors don't have cracks or holes
- Outside doors have proper locks, handles, and keys
- Outside windows have screens
- You have hot water
- You have a toilet that flushes and works
- The stove, refrigerator, and other kitchen appliances work
- There's a place to dispose your garbage
- The electrical wiring is in good condition
- No rodents or excessive bug infestations



If your Landlord is **NOT DOING THESE THINGS** for your rental property, there ARE ways you can get your Landlord to fix the problems. See the next page.

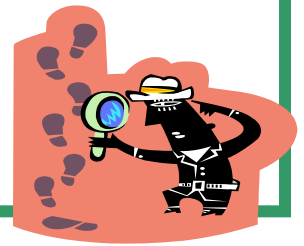
BUT REMEMBER – it is **EXTREMELY IMPORTANT** that you keep a record of the problems – e-mails, letters, pictures, videos, witnesses!!

What do I do if the Landlord won't fix the problems?? **GET PROOF OF IT!**

Your word alone may not be enough. To get more proof, you should call the local code enforcement agencies and ask them to inspect your rental property. Get copies of the report.

WHERE TO CALL

- If you rent in a **building with five or more units** in Miami---Dade County, call the Florida Department of Business and Professional Regulation--Division of Hotels and Restaurants and ask for a housing inspection. The telephone number is (850)-487-1395, dial 0 for an operator to assist you.
- Also, you can **submit a complaint** form online at www.myfloridalicense.com. Once on the site you can click on Direct to Our Divisions, and select Hotels and Restaurants, then click File a Complaint.
- If you rent a **single home, duplex, or in a building with four units or less**, call Miami-Dade County Team Metro Minimum Housing for an inspection at (305)-375-4845.
- If there are no local housing inspection agencies, gather evidence by taking **pictures**, collecting **physical evidence**, and obtaining **statements** from people who have seen the bad conditions.
- If you live in **Section 8 Housing**, contact your agency for an inspection.




What else can I do to make the Landlord fix the problems??

If you want to MOVE

- Write to the landlord telling him what the problems are, and that if they are not corrected in 7 days from the day the landlord receives the letter, the rental agreement will be ended and you will move.
- Send the letter to the landlord by **certified mail**, return receipt requested and also by **regular mail**. Always keep a copy for your records.
- If seven days pass and nothing is done--MOVE!

If you want to STAY

- **Write a letter** to the landlord telling him what the problems are and ask that they be corrected 7 days from the day the landlord receives the letter. Tell him that if the problems are not fixed, you will not pay a part or all of your rent.
- The letter **must be received** at least 7 days before the next rent payment is due. If the problems are not fixed by the day the rent is due, you can keep a portion of your rent. If the problem goes to court, a Judge will determine how much you get to keep.
- If your landlord tries to file an eviction against you for calling code enforcement, or for not paying rent because you are withholding it, **YOU HAVE VALID DEFENSES** to the eviction!

 If you want to stay and you keep your rent money, **DO NOT SPEND IT!** If the landlord sues you for not paying, you need to give that money to the Court. If the landlord fixes the problems, you must pay rent.

What is foreclosure??

If your landlord does not pay the mortgage, the mortgage company can foreclose on the property. A foreclosure is a **lawsuit filed by the mortgage company** when the landlord does not pay the mortgage. In the foreclosure, the mortgage company asks the court to sell the property to pay off the mortgage.

I am just a tenant! Why am I involved?

Since you are the one living in the property at the time the foreclosure happens, you will probably be served because the court must tell the renters about the case. Being “served” means either **the Sheriff or a someone else from the court will hand deliver a copy of the lawsuit to you.**

As a tenant you are a party to the lawsuit. You will see the foreclosure complaint refer to you as the “unknown tenant” or “John/Jane Doe.”



FILE AN ANSWER TO THE FORECLOSURE!

- Use the Form in this packet.
- Even if your landlord says he will stop the foreclosure, you should file an Answer to protect your rights.
- **You should put these things in your Answer:**
 - You are a tenant
 - You live in the property
 - Any other people who live in the property
 - If you have a lease, write when it expires
 - Include a copy of your lease with the answer



YOU MUST KEEP PAYING YOUR RENT TO THE OWNER UNTIL THE DAY THE PROPERTY IS SOLD!!! Otherwise, you risk being evicted.

What happens if the property is sold?

If your landlord cannot stop the foreclosure, the Court will enter a final judgment against the landlord and then schedule a sale. Once the property is sold, there will be a new owner.

What do I do after the property is sold??

- If your lease has expired or you don't have a lease, the new owner must give you **90 days written Notice to Vacate**.
- If you have a lease, the new owner must allow you to stay until the end of the lease before you can be evicted. If the new owner actually wants to live in the property, he can make you move earlier--even if you have a lease. But, he still needs to give you a 90 day Notice to Vacate.
- The new landlord can request a **Writ of Possession** ("24 hour notice") from the Court, ordering a sheriff to remove you and your things from the property if you stay past the 90 day Notice to Vacate.
- If the new owner schedules a hearing asking for the Writ of Possession, it is extremely important that you attend. You should explain your situation to the judge, and **ask that a formal eviction be filed**.
- If you don't pay rent during the 90 days, the new owner can evict you.



THE APARTMENT YOU'RE RENTING IS IN FORECLOSURE

After the property is sold, you DO NOT HAVE TO PAY RENT to the old owner!

But, you WILL have to pay rent to the new owner. Make sure the person you are paying money to is really authorized to accept it, and make sure you always get receipts.




Can I stay where I'm living?

- Sometimes the new owner will ask you if you want to keep living in the property. If you cannot reach an agreement, the new owner cannot force you out by changing the locks or turning off the utilities. Call the police if the landlord tries to force you out this way!
- You should ask for proof that the person trying to create a new lease is the new owner before you pay him any rent. This proof could be your previous letter writing a letter to inform you of the new owner.
- You should check the Property Records at the County Clerk's Office, or if you have serious doubts, you could call the police for advice.





There are only three ways that the Landlord can take back your rental unit:

1. You are absent for half of your rental period
 2. You voluntarily allow the landlord to take possession by moving out.
 3. The landlord brings an eviction suit against you in County Court.
- 


What the landlord cannot do...

- Whether you have paid your rent or not, the landlord cannot lock you out.
- The landlord cannot turn off the electricity, take the door of the hinges, or anything else to try to force you to move out.



The Landlord must file an Eviction...

If he does, you have the right to defend yourself with or without an attorney. If the Judge agrees with the landlord, the Sheriff will come and make sure you leave the rental property. Only the sheriff with an order from the Judge can make you leave--NOT the landlord!



WHAT YOU CAN DO IF YOUR LANDLORD LOCKS YOU OUT OR SHUTS OFF YOUR UTILITIES

- Call the police. Make sure you get a police report.
- Send a 3-hour “lockout letter” to your landlord. This letter requires your landlord to turn the utilities back on or to open the door within 3 hours. A copy of that form is included in the forms section of this packet. Keep a copy of it for your records.
- You can sue your landlord in Small Claims Court for 3 times the amount of your rent or actual damages, whichever is greater, for *each time* that the landlord actually locks you out or shuts off your utilities.



ADDITIONAL RESOURCES

Housing Assistance Network of Dade (HAND)	1-877-994-4357
Neighborhood Assistance Centers	(305) 623-6500
DCF Emergency Financial Assistance for Housing Program	1-877-891-6445
Miami-Dade Human Services Financial Assistance	(786) 469-4640
The Salvation Army	(305) 637-6700
Miami-Dade County Clerk Court Foreclosure Office	(305) 375-5943
Legal Services of Greater Miami, Inc.	(305) 576-0080
Legal Aid of Dade County	(305) 579-5733
Sheriff (to check on a Writ of Possession, or 24 Hour Notice)	(305) 375-5100
Florida Bar Lawyer Referral Service	1-800-342-8011
Florida Immigrant Advocacy Center	(305) 573-1106
Miami-Dade County Clerk of Court	(305) 275-1155
Miami-Dade County Homeless Placement	(305) 438-1055
City of Miami Homeless Placement	(305) 576-9900
Miami Homeless Assistance Program – City of Miami	(305) 575-2026 779 West Flagler Street Miami, FL 33130
Douglas Gardens Homeless Outreach – City of Miami Beach	(305) 672-0346 701 Lincoln Road Miami Beach, FL 33139
Miami Dade County Homeless Assistance Programs	(305) 638-6368 860 NW 23rd Street Miami, FL 33127
Camillus Cottages at Naranja - Outreach	(305) 247-1949 27940 S. Dixie Highway Naranja, FL 33032
Camillus House Homeless Prevention Project	(305) 374-1065 726 NE 1 st Avenue Miami, FL 33132
Put Something Back Pro Bono Project	(305) 579, 5733, ext. 2252
Legal Line of Miami-Dade County (2 nd Wednesday of the month)	1-888-596-0399
University of Miami Children & Youth Law Clinic for Legal Assistance	305-284-3123

Emergency Resources:

Homeless Placement

1-877-994-4357

305-576-9900 (city)

305-438-1055 (county)



Miami Rescue Mission

305-571-2211

2020 NW 1st Ave.

Miami, FL 33127

New Life Shelter for Homeless Families

305-573-3333

Emergency Shelter Resources

City of Miami – 305-575-2026

Miami Beach – 305-672-0346

North Dade – 305-638-6368

South Dade – 305-247-1949

Camillus House

305-374-1065

726 NE 1st Ave.

Miami, FL 33128



In this section, you will find the forms to help you:

- Answer your eviction
- File a Motion to Determine Rent
- Withhold rent
- Answer a foreclosure
- Demand your security deposit
- Challenge an item on your credit report
- File a lawsuit against your landlord
- Demand your landlord turn your utilities back on
- Get more time after a 24 hour notice is posted on your door

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

CASE NO.

Plaintiff,

vs

Defendant(s)

_____ /

EMERGENCY MOTION TO STAY WRIT OF POSSESSION

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I sent a copy of this Emergency Motion to Stay Writ of Possession to _

_____, on _____, 200__.

Defendant's Name _____

Address _____

Phone _____

LETTER REQUESTING RETURN OF SECURITY DEPOSIT

Landlord's Name

Landlord's Address

DEAR _____:

I am hereby notifying you that I am terminating our rental agreement and vacating the premises on _____.

My new address is:

Please send my security deposit to the above address.

Sincerely,

Signature

Print Name

**LETTER OF INTENT TO TERMINATE RENTAL AGREEMENT DUE TO
CONDITIONS**

Landlord's Name _____

Landlord's Address _____

DEAR _____:

I am hereby giving you 7 days from the date you receive this letter to fix the following problems with my unit located at _____

LIST MATERIAL VIOLATIONS:

If these problems are not fixed within seven (7) days of your receipt of this letter, I will terminate our rental agreement and move out, pursuant to Florida Statute §83.56.

Note that your failure to maintain the rental property as required by law and/or our rental agreement may make you liable for damages I have suffered as a result of these conditions.

Sincerely,

NAME: _____

ADDRESS: _____

PHONE: _____

LETTER OF INTENT TO WITHHOLD RENT DUE TO CONDITIONS

Landlord's Name _____

Landlord's Address _____

DEAR _____:

I am hereby giving you 7 days from the date you receive this letter to fix the following problems with my unit located at _____

LIST MATERIAL VIOLATIONS:

If these problems are not fixed within seven (7) days of your receipt of this letter, I will withhold \$_____ in rent, starting the month of _____ 200__, pursuant to Florida Statute §83.56

Note that your failure to maintain the rental property as required by law and/or our rental agreement may make you liable for damages I have suffered as a result of these conditions.

Signature

Name _____

Address _____

Phone _____

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION
1940 North Monroe Street
Tallahassee, FL 32399-0183

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. A District Office Address and Contact information Sheet can be found on H&R's page of the DBPR web site at www.MyFlorida.com

SECTION 1 - ESTABLISHMENT INFORMATION

License Type: Food Service Lodging Elevator Registered Elevator Company Elevator Inspector

Name

Address

City

County

State

Zip Code

Business Phone:

License Number:

SECTION 2 - COMPLAINANT INFORMATION

Last Name

First

Middle

Title

Suffix

Organization Name (if representing an organization, please provide the name of the organization)

MAILING ADDRESS

Street Address or P.O. Box

City

State

Zip Code (+4 optional)

County (if Florida address)

Country: United States

CONTACT INFORMATION

Primary Business Phone Number

Primary Home Phone Number

Primary E-Mail Address

Does the Complainant want to be contacted? Yes No

SECTION 3 - DETAILS OF THE COMPLAINT

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

CASE NO.

Plaintiff,

vs.

Defendant(s)

_____ /

ANSWER

I am a tenant renting the property, which is the subject of this foreclosure, located at:

I have a rental agreement with the defendant _____

dated _____. My lease ends on _____

I would like to be notified of any hearings or any judgments entered in the case.

Signature

Name _____

Address _____

Phone _____

Date _____

Landlord's Name

Landlord's Address

City State Zip

Dear _____:

On _____, I believe you did the following illegal acts to force me out of my unit:

Under Florida law as contained in Statute §83.67 of Chapter 83 of the Florida Statutes, if you want me out of the unit, then you must file an eviction action in Dade County Court. **THERE ARE NO SELF HELP EVICTIONS IN THIS STATE.** If the Judge in the eviction case orders me evicted, then the Dade County Sheriff's Department will put me out.

The actions you have taken may violate Florida's landlord/tenant law and may make you liable to me for three times the rent or actual damages, whichever is greater, and my attorney's fees and costs. I am attaching a copy of this law. I suggest you consult with your attorney who can confirm this.

I demand that you cease your illegal activity within three (3) hours of receiving this letter. That should give you sufficient time to confirm that what I have said is true.

Sincerely,

Credit Reporting Agency Name

Credit Reporting Agency Address

Re: Credit report error

Dear Sir or Madam:

I have discovered inaccurate information on my credit report maintained by credit agency name. The report is in my name -- enter your full name here -- and my Social Security number is enter your Social Security number here.

Enclosed, please find a copy of my credit report containing the mistaken data. I have highlighted the errors. Specifically, the following information is in wrong:

The Fair Credit Reporting Act following defines the following as billing errors that must be corrected. *(Pick those that apply to your situation and detail for the credit bureau what you believe is the mistake. Be sure to list the creditor's name and account number for which the incorrect data appears):*

A purchase made by someone other than the account's authorized user or something that you did not buy.

A disagreement between the purchase price and the price shown on the bill.

A charge for a product or service that was not delivered according to agreement.

Mathematical errors.

Questionable items or any entries for which you need more information.

Please investigate this matter with the creditor in question and you should find there is an error. When that is confirmed, please remove this error from my credit report.

In addition, please make this letter a permanent part of my credit record.

If you have any questions about my request or the credit information in question, please do not hesitate to call me at work or home phone number, depending upon when you would prefer to discuss the matter.

Thank you for your prompt attention to my request.

Your Signature

Your Typed Name

Your Address

City, State and ZIP Code

Enclosure: credit report