

Commercial Eviction in Florida

A landlord's quick-reference guide to tenancy at will, notice periods, and the eviction process under Ch. 83, Fla. Stat.

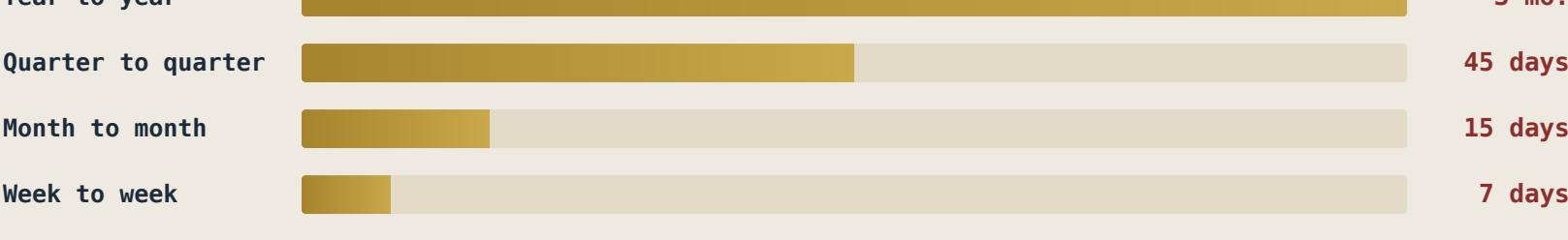


01 NO WRITTEN LEASE

Then you have a tenancy at will

§ 83.01, Fla. Stat.

Any commercial lease without a written agreement is a **tenancy at will**. It runs year to year, quarter to quarter, month to month, or week to week — determined entirely by how often the rent is payable. Ending one requires written notice, delivered in person or left at the premises.



Minimum written notice required to end each type of tenancy at will. § 83.03, Fla. Stat.

02 LEASE EXPIRED, TENANT STAYED

Two paths after the term ends

§ 83.04, Fla. Stat.

If a written lease reaches its term limit and the tenant holds over without a renewal, what happens next turns on one thing: does the landlord consent to the holdover?

NO CONSENT

Tenancy at Sufferance

The holdover is a tenancy at sufferance. Accepting or receiving rent payments during this time does **not** count as renewing the lease term.

LANDLORD CONSENTS

Tenancy at Will

If the landlord consents to the tenant staying on, the arrangement converts into a tenancy at will — subject to the notice periods above.

03 GROUNDS FOR EVICTION

When you can file

§§ 83.03, 83.20, Fla. Stat.

1

Holdover with consent

The tenant remains at the end of the lease term with the landlord's consent or permission.

Per notice terms

2

Nonpayment of rent

The tenant defaults on rent. A demand for rent must be served, and the tenant given notice to pay or vacate.

3-day notice

3

Uncured material breach

The tenant holds over without permission and fails to cure a breach other than nonpayment, after written notice requiring the cure.

15-day notice

Many commercial lease agreements set their own, different notice and cure periods — always check the lease first.

04 ABANDONMENT

Has the tenant abandoned the premises?

§ 83.20, Fla. Stat.

Absent actual knowledge, abandonment is **presumed** once all three conditions below are met.

- 1 Tenant absent from the premises for 30 consecutive days
- ↓
- 2 Rent is not current
- ↓
- 3 Written § 83.20 notice served, and 10 days have passed since service

05 THE MONEY SIDE

Double rent & interest

2×
RENT

Double rent on refusal to vacate

If the tenant refuses to deliver possession at the end of the lease term, the landlord (or their agent or legal representative) may demand double rent, recoverable at the end of every month — or a proportional amount for a longer or shorter holdover.

%
INTEREST

Interest accrues automatically

All lease agreements — written or verbal — bear interest from the time each rent payment becomes due.

06 FILING & SERVICE

From complaint to judgment

§ 83.22, Fla. Stat.

- 1 **Complaint filed**
- The landlord, the landlord's attorney, or an agent files the eviction complaint.
- 2 **Two attempts at personal service**
- The sheriff attempts service on the tenant, with at least 6 hours between the two attempts.
- 3 **Post & mail if service fails**
- If the tenant can't be found, the sheriff posts the summons at the premises. The landlord provides two extra copies and prestamped envelopes; the clerk mails one to the tenant's designated or known residence, one to their last known business address.
- 4 **5-day wait before judgment**
- Service is effective on the later of the posting or mailing date. At least 5 days must pass from service before a final judgment for removal can be entered.

07 COURT REGISTRY RULE

Rent must be paid into the court

§ 83.232, Fla. Stat.

Once an eviction for possession is filed, the tenant must deposit the alleged unpaid rent — and any rent accruing during the case — into the court registry, generally by the date their answer is due.

DEFAULT
IF UNPAID

Miss the deposit, waive the defense

If the tenant fails to pay rent into the registry as ordered, it's deemed an absolute waiver of the tenant's defenses — the landlord is entitled to an immediate default for possession, without further notice or hearing.

08 JUDGMENT TO REMOVAL

Getting the tenant out — and your costs back

§§ 83.251, Fla. Stat.

STEP Final Judgment for Possession	→	STEP Clerk issues Writ of Possession	→	STEP Sheriff executes the writ	→	STEP Prevailing party recovers costs
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The writ describes the premises and commands the sheriff to place the landlord back in possession.

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FIRM
Venessa Bornost, P.A.

PHONE
(727) 330-7800