

Breaking a Lease in Florida: Tenant Rights and Landlord Options

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: <https://www.generationadvisory.com/laws/florida-breaking-a-lease>

A Florida tenant who leaves early usually remains liable under the lease, and the landlord can choose among several remedies set out in the statute. Service members with qualifying orders can end a lease with 30 days of written notice.

Key points

- A service member with qualifying orders, such as a permanent change of station 35 miles or more away, can end a lease with written notice effective at least 30 days after the landlord receives it, plus a copy of the orders.
- If the landlord does not fix a serious failure to maintain the home within 7 days after written notice, the tenant may end the lease.
- When a tenant leaves early, the landlord may end the lease and retake the unit, re-rent it for the tenant's account and hold them liable for the difference, wait and collect rent as it comes due, or use an agreed early termination fee of up to two months of rent.
- A month-to-month tenancy ends with written notice given at least 30 days before the end of a monthly period, by either side.

Florida at a glance

Rule	Florida	Law
Military service	A service member with qualifying orders, such as a permanent change of station 35 miles or more away, can end a lease with written notice effective at least 30 days after the landlord receives it, plus a copy of the orders.	Florida Statutes section 83.682 and Servicemembers Civil Relief Act
Unlivable conditions	If the landlord does not fix a serious failure to maintain the home within 7 days after written notice, the tenant may end the lease.	Florida Statutes section 83.56(1)

Rule	Florida	Law
Landlord duty to re-rent	When a tenant leaves early, the landlord may end the lease and retake the unit, re-rent it for the tenant's account and hold them liable for the difference, wait and collect rent as it comes due, or use an agreed early termination fee of up to two months of rent.	Florida Statutes section 83.595
Month-to-month notice	A month-to-month tenancy ends with written notice given at least 30 days before the end of a monthly period, by either side.	Florida Statutes section 83.57

Mistakes to avoid

- Billing the tenant for every remaining month without trying to re-rent the unit.
- Ignoring a protected early termination notice because it is inconvenient.
- Agreeing to an early exit by phone without a written agreement.
- Keeping more of the deposit than the lawful deductions.

Verify current law

Laws named in this summary:

- Florida Statutes section 83.682 and Servicemembers Civil Relief Act
- Florida Statutes section 83.56(1)
- Florida Statutes section 83.595
- Florida Statutes section 83.57

Official sources:

- The Florida Legislature: Online Sunshine (Florida Statutes): <https://www.leg.state.fl.us/statutes/>
- Florida Courts: Self-Help Center:
<https://www.flcourts.gov/Resources-Services/Office-of-Family-Courts/Self-Help-Information>

General information, not legal advice. Check current law and talk to a Florida attorney before you act. Last reviewed October 29, 2026.