

Law Office of
ALEXANDER PATRICK JOHNSON
a professional limited liability company

Telephone (954) 779-7050

E-Mail: AJ@BROWARDLANDLORD.COM

INSTRUCTIONS FOR FILLING OUT THE 3 DAY NOTICE

Who to name on the notice: Name all persons named on the lease and any others who you know to be residing in the subject premises on the 3 Day Notice. Do not name minors.

Amount claimed: You must state the amount of RENT due on the notice. Do not include any item that is not "rent" as defined in the lease. I.e. do not include late fees, utilities, security deposit due, unspecified fees, attorney's fees, court costs, or sheriff's fees in the rent due. If the lease specifically defines any of the preceeding as "rent" then you may claim it in the three day notice, although by doing so you may attract unwelcome attention of defense / legal aid attorney's, who thought you made a mistake by so including these other fees.

The notice is defective if the rent claimed as due is too much, the notice is not defective if the rent demanded due is too little. A valid notice is a pre-requisite to filing an eviction complaint. Therefore if your notice is deemed defective, you stand to loose the eviction suit and as the loosing party you are liable for the tenant's legal fees!

When can you serve the notice? The 3 Day Notice can not be served before the rent is past due. I.e. if the rent is due on the first, you can not serve the notice before the 2nd. Note that a grace period before a late fee is imposed does not mean that the rent is not late, so you do not always have to wait until the expiration of grace periods before serving the 3 Day Notice. Check the wording of the lease carefully. Post the notice on the door, do not mail the notice. If you can not post the notice, hire a process server to post it, such as Caplan, Caplan & Caplan 954-462-1800.

Calculating the 3 days: You must write the due date on the notice. The three days are days that court is in session in the county the property is located in, not counting the day the notice is delivered. Check with the Clerk of Court for your county as each county celebrates different holidays. A holiday schedule for Dade, Broward, and Palm Beach Counties is on the top of the landlord forms page on this website. Example of calculating the 3 Days: Rent is due Thursday February 1, 2007. The rent is late on Friday February 2, 2007 and a 3 day notice may be issued that day. Weekends do not count, so the 3 days are Monday, Tuesday, and Wednesday. Therefore the due date is February 7, 2007.

Flaws: The 3 Day Notice is the document that actually terminates the tenancy, so you can not prevail in an eviction until you have served the tenant a property completed 3 day notice. Until July 1, 2013 a defective notice would result in the dismissal of the case. The new law suggests that the court will allow you submit a revised 3 day notice, but this will still delay your case.

Common mistakes on the 3 day notice

- Failure to state that Weekends and Holidays are excluded in the three days
- Failure to state the amount of rent due.
- Including fees that are not rent in the amount claimed.
- Failure to include landlord's name and address and phone number
- Using a post office box as the landlord address. It must be a physical address in the same county.

Tenant tenders the rent:

Once the 3 Day Notice has been posted the tenant has until close of business on the due date to bring the rent to the landlord address on the notice. If the tenant tenders the full amount of the rent during the 3 days the landlord must accept the payment. The landlord may demand payment in certified funds though. If Landlord accepts any rent after 3 day notice, the three day notice is cancelled and a new one must issue before an eviction can be filed. The landlord may not hold a tenant's tender of rental payment without being deemed to have accepted payment. Acceptance of a check that bounces is still deemed acceptance of payment, which means a new 3 Day Notice would have to be issued after acceptance of a bad check.

The landlord may reject a partial payment. If the landlord accepts a partial payment, the landlord has to issue a new 3 Day Notice for the balance. It is usually best to accept whatever payments you can get and keep issuing 3 Day Notices for the balance due. You can get as many 3 Day Notices as you want for free off of this website.