Florida Statute of Limitations on Debt

2026 Florida Chart

Florida gives a creditor five years to sue on a written contract, including a credit card agreement the creditor can produce, and four years on an oral contract or an open account. The deadline is one year for a residential foreclosure deficiency and three years for hospital debt. A Florida judgment stays enforceable for 20 years. For most consumer debts, the clock starts at the first missed payment.

Once the deadline passes, the person who owes the money has a complete defense to any collection lawsuit; the debt itself remains owed and can still appear on a credit report. The person sued must raise the statute of limitations in a written response, because Florida courts do not check the deadline on their own. A person who never responds gets a default judgment however old the debt is.

Types of Limitations in Florida

Florida's deadline for a debt collection lawsuit depends on the kind of debt and whether a written contract stands behind it. A debt founded on a written contract gets five years, a debt with none gets four, and the shorter one-year and three-year periods apply only to residential foreclosure deficiencies and hospital bills. Section 95.11 sets the periods; §§ 95.031 and 95.051 set the start and the pauses.

Debt Classification	Limitation Period	Statute	Common Examples
Written contract	**5 years**	§ 95.11(2)(b)	Promissory notes, personal loans, credit agreements with original signed documents
Oral contract	**4 years**	§ 95.11(3)(j)	Verbal loan agreements, handshake deals
Open account	**4 years**	§ 95.11(3)(j)	Revolving store credit, credit card debts where original contract is not produced
Hospital debt	**3 years**	§ 95.11(4)	Bills owed to licensed hospitals and surgical centers, running from referral to collections
Other medical debt	**4 or 5 years**	§ 95.11(3)(j) / (2)(b)	Physician and clinic bills: five years with a signed financial agreement, four years as an open account without one
Auto loan or mortgage note	**5 years**	§ 95.11(2)(b)	Car loans, mortgage notes, and other secured debts with written terms
Domestic judgment (court of record)	**20 years**	§ 95.11(1)	Final judgments entered by Florida circuit or county courts
Foreign judgment (suit on the judgment)	**5 years**	§ 95.11(2)(a)	Suing in Florida on an out-of-state or federal judgment instead of recording it; a judgment recorded under the Florida Enforcement of Foreign Judgments Act runs 20 years from its original entry
Deficiency judgment	**1 year**	§ 95.11(6)(g)	Remaining balance after a foreclosure sale or deed in lieu on a one-family to four-family residential property
Fraud	**4 years**	§ 95.11(3)(i)	Runs from when the fraud was or should have been discovered, § 95.031(2)(a), and never more than twelve years after it was committed

A mortgage lender that forecloses on residential property and recovers less than the outstanding balance has only one year to file a deficiency action. The clock starts the day after the clerk issues the certificate of title. If the lender misses that year, it can no longer sue for the rest.

The one-year rule covers only residential foreclosures and deeds in lieu involving one to four dwelling units. A short sale deficiency falls outside it, so the five-year written contract period applies instead. A deficiency after a car repossession follows the same five-year period, because the lender is suing on the loan agreement itself.

Hospital debt got its own limitations period in 2024. An action to collect medical debt owed to a licensed hospital or surgical center must be filed within three years. The three-year clock starts when the facility refers the debt to a collection agency, so the period can begin long after the first missed payment. Bills from providers outside those facilities, such as an independent physician practice, still follow the standard contract periods.

When Does the Clock Start on a Debt in Florida?

The clock on a Florida debt starts at the default, which for a credit card, loan, or other consumer debt is the date of the first missed payment. Florida measures every limitations period from the date the claim accrues, and a creditor's claim on a debt accrues when the borrower breaks the contract. On a demand note with no maturity date, the period starts at the first written demand for payment.

A payment on a written obligation, made while the period is running, restarts the clock, so an account with payments after the default is measured from the last payment date. Charge-off, the accounting write-off a lender records about six months after payments stop, has no effect on the limitations period. The "date of last activity" on a credit report is a reporting entry with no legal effect on the deadline either. A complaint that counts from the charge-off date can make an account that has already expired look timely.

What Is the Statute of Limitations on Credit Card Debt in Florida?

Credit card debt in Florida carries either a five-year or a four-year statute of limitations depending on how the debt is classified. If the creditor can produce the written cardholder agreement, the debt is a written contract with a five-year deadline; if it cannot, the debt is treated as an open account with a four-year deadline.

Creditors argue that credit card accounts are governed by written cardholder agreements, which qualify for the five-year deadline. Under Florida Rule of Civil Procedure 1.130, a plaintiff suing on a written contract must attach the contract to the complaint. In a credit card case, the creditor has to attach the cardholder agreement it relies on. The contested question is whether an unsigned agreement accepted by card use is a written instrument for the five-year period.

Third-party debt buyers frequently cannot produce the cardholder agreement. Companies that buy portfolios of aged accounts as electronic data often lack the original paperwork. When the plaintiff fails to produce a signed agreement, the defense argues the debt is an open account subject to the shorter four-year period.

The four-versus-five-year question decides the case only when the suit is filed between four and five years after default. A lawsuit filed at the four-and-a-half-year mark survives if the debt is a written contract and is time-barred if it is an open account. Debt buyers such as Midland Funding and Portfolio Recovery Associates are the usual targets of the defense, because they often cannot show a paper trail from the original lender to the current owner.

An open account is a running account whose balance changes with each charge and payment, with no signed writing fixing the terms. Most cardholder agreements are never signed; the customer accepts the terms by using the card, so a debt buyer's file usually holds monthly statements and a generic copy of the terms. The court decides whether that file proves a written contract or only an open account. Winning that argument in a credit card lawsuit ends the case if the suit was filed more than four years after the default.

How Do Mortgage Debts Differ from Other Debts?

Each missed monthly mortgage payment is a separate default in Florida, with its own five-year clock. As long as one missed payment falls within the last five years, the lender can still foreclose.

A credit card default is a single event. The cardholder misses a payment and the account goes into default. The lender then has five years to sue on a written cardholder agreement it can produce, or four years on an open account. If the lender misses the window and the cardholder made no additional payments, the debt is time-barred.

A mortgage note is a contract to pay a fixed amount each month over many years. Each monthly payment is a separate obligation. When a homeowner stops paying, each missed month creates a new default, a new right to accelerate the full balance, and a new five-year limitations period. A lender that loses a foreclosure case on a procedural technicality can refile based on a more recent default, because each missed payment resets the available window.

What Restarts the Statute of Limitations on Debt in Florida?

Two things restart the statute of limitations on debt in Florida, a partial payment made while the limitations period is still running and a written acknowledgment signed by the person who owes the debt. A payment restarts a running clock. Once the period has expired, only the signed writing revives the debt.

A partial payment of any amount on a written obligation, made before the limitations period expires, resets the clock. The new limitations period starts from the date of the payment. A payment made after the period has already run does not by itself revive the debt. The Florida Supreme Court held in *Woodham v. Hill* (1919) that paying something on a barred debt, without a written acknowledgment that the balance exists and will be paid, does not take the debt out of the statute.

A written acknowledgment of the debt signed by the person who owes it can revive an expired obligation. Florida Statute § 95.04 requires that the acknowledgment or promise to pay be in writing and signed by the person being held responsible. An oral admission alone does not restart the clock once the limitations period has fully expired. A signed payment agreement or a signed letter that identifies the debt counts as that acknowledgment, so a payment on an old debt still carries risk when it arrives with signed paperwork.

Debt buyers use both mechanisms. Companies that buy aged accounts contact the person who owes the money and ask for a small "good faith" payment or a signed payment plan. A payment on an account still inside its period gives the buyer a new period, running from the payment date, to sue for the whole balance. A signed payment plan on an account whose period has already run counts as the signed acknowledgment and revives the debt, while a bare payment on that same expired account leaves it time-barred.

What Pauses the Statute of Limitations on Debt?

In a Florida debt case, the grounds that pause the limitations period are a debtor who cannot be served, a payment on a written obligation, a pending arbitration, and the incapacity or minority of the person entitled to sue. Florida law pauses the statute of limitations on debt only for reasons the tolling statute itself lists. Courts cannot add to them. That statute, § 95.051, names nine grounds. The rest of the list covers paternity payments and tax certificates.

A debtor's absence from Florida pauses the clock only while the absence keeps the creditor from serving the lawsuit. The statute says the absence, false-name, and concealment grounds do not apply when service of process or service by publication can be made in a way that gives the court jurisdiction. If the debtor moves to another state but can be served there under Florida's long-arm statute, the clock keeps running; the long-arm statute reaches anyone who breaks a contract by skipping payments that were due in Florida.

Concealment inside Florida pauses the clock on the same condition. When the person who owes the debt uses a false name the creditor does not know, or hides inside the state so that the lawsuit cannot be served, the clock stops until that person can be found and served. The pause applies only when the hiding actually prevents service, so screening calls or ignoring letters does not stop the clock.

The clock also pauses when the person entitled to sue was adjudicated incapacitated before the debt arose, and when a minor or incapacitated creditor has no guardian who can sue. Either way, the lawsuit must be filed within seven years of the event that created the debt, however long the incapacity lasts.

A partial payment on a written obligation, made while the period is running, restarts it as of the payment date. Arbitration also stops the clock. Many credit card agreements require disputes to be arbitrated; the deadline does not run while an arbitration over the debt is pending.

No other circumstances pause the statute. Financial hardship, not knowing about the debt, or ongoing settlement talks do not extend the deadline. Moving to Florida does not restart it either. Florida's borrowing statute keeps a debt time-barred in Florida when it was already barred under the other state's statute of limitations.

Does the Statute of Limitations Apply to Federal Debts?

Florida's statute of limitations does not govern federal debts. Federal student loans have no limitations period at all, and IRS tax debt runs on a separate 10-year federal collection clock.

Congress removed the time limit on federal student loan collection in 20 U.S.C. § 1091a. The Department of Education can therefore pursue repayment indefinitely, through lawsuits, wage garnishment, tax refund offsets, and Social Security reductions. Private student loans are different. Florida treats them as written contracts, so the standard five-year period applies.

IRS tax debt is subject to a separate 10-year collection period running from the date of assessment. The IRS can extend that window. The 10-year clock stops while an offer in compromise or a request for an installment agreement is pending, and during a bankruptcy. Under *In re Kipnis*, 555 B.R. 877 (Bankr. S.D. Fla. 2016), a bankruptcy trustee standing in the IRS's shoes may use that 10-year period to undo transfers that Florida's four-year fraudulent transfer deadline would otherwise protect.

One category of state debt also has no deadline. Court costs, fees, and fines owed to the State of Florida can be collected at any time.

Can a Debt Collector Sue You After Seven Years in Florida?

No. A lawsuit on a Florida credit card debt, or on a loan whose whole balance came due at default, is already time-barred seven years after that default. The deadline to sue is five years on a written contract and four years on an open account. That is true as long as nothing restarted or paused the clock in between. A mortgage or other installment loan is different. Each missed installment starts its own five-year period.

A collector that sues anyway loses if the person sued raises the deadline. A third-party debt collector that files or threatens such a suit violates federal debt collection law. The seven-year figure comes from credit reporting, which runs on its own schedule.

The Fair Credit Reporting Act lets most negative items stay on a credit report for seven years after the account first became delinquent, whether or not the limitations period on the debt has expired. A credit card default from six years ago is past the five-year lawsuit deadline but still reportable for another year.

Paying or settling an old debt does not remove it from a credit report. The account will still reflect the original delinquency and the date it occurred. The notation may be updated to show "paid" or "settled," but the negative entry remains for the full seven-year period.

A collector may still call and write about a time-barred debt and may still accept payment on it. Suing on it is different. Florida's Consumer Collection Practices Act adds a claim against anyone who tries to enforce a debt knowing it is not legitimate.

When Does an Expired Debt Become a Twenty-Year Judgment?

An expired debt becomes a 20-year judgment when the creditor sues on it and the person sued never raises the deadline, because the court then enters judgment on the debt however old it is. A creditor that files inside the deadline reaches the same result by winning the case or by default. The four- and five-year periods govern only the filing of the lawsuit; a final judgment runs on its own, much longer clock.

A Florida judgment is enforceable for 20 years under Florida Statutes §§ 95.11(1) and 55.081. During this period, the creditor can use garnishment, bank levies, and other judgment collection tools to satisfy the debt. Statutory interest continues to accrue on the unpaid balance for the full two decades. Florida's asset protection exemptions can shield homestead property, retirement accounts, entireties assets, and head of household wages even from a 20-year judgment.

Recording a certified copy of the judgment in the county public records creates a lien on the judgment debtor's non-homestead real estate in that county. The judgment lien is effective for 10 years and can be extended for an additional 10 years by re-recording before the initial term expires.

How Do You Assert the Statute of Limitations Defense?

The person sued raises the statute of limitations two ways: an Answer that pleads it as an affirmative defense, due 20 days after service, or a motion to dismiss when the complaint itself shows the debt is too old. Florida courts do not check the deadline on their own.

The 20-day deadline comes from Florida Rule of Civil Procedure 1.140(a). The defense should state the date of default or last payment and the period that applies. A general denial is not enough, because an affirmative defense that is never pleaded is waived.

A motion to dismiss works when the complaint or its attachments show a default date outside the limitations period; the motion can then end the case before an Answer is filed. If the complaint is silent about dates, the defense has to be pleaded in the Answer and proved with the account records.

The statute of limitations is an affirmative defense, so the person sued has to plead it and prove the dates that show the deadline passed. Once those dates are proved, the creditor has to prove that something restarted or paused the clock, such as a payment inside the period or a signed acknowledgment. If it cannot, the court dismisses the case.

Doing nothing waives the defense. A person who ignores the summons or fails to appear gets a default judgment for the full amount however old the debt is. A person who answers without raising the deadline loses the defense and can lose on the merits. Either judgment then lasts 20 years.

Sources

The provision of Fla. Stat. section 95.11 behind each row of the chart, with the subsection that carries the period and, where the row turns on how a debt is classified, the provision that makes the classification.

Written contract

Fla. Stat. § 95.11(2) (2026) ("WITHIN FIVE YEARS")

Fla. Stat. § 95.11(2)(b) (2026) (a legal or equitable action on a contract, obligation, or liability founded on a written instrument, excepting payment-bond claims and a deficiency judgment governed by paragraph (6)(g))

Oral contract

Fla. Stat. § 95.11(3) (2026) ("WITHIN FOUR YEARS")

Fla. Stat. § 95.11(3)(j) (2026) (a legal or equitable action on a contract, obligation, or liability not founded on a written instrument, including an action for the sale and delivery of goods, wares, and merchandise, and on store accounts)

Open account

Fla. Stat. § 95.11(3)(j) (2026) (liability not founded on a written instrument; expressly reaches actions "on store accounts")

Hospital debt

Fla. Stat. § 95.11(4) (2026) ("WITHIN THREE YEARS: An action to collect medical debt for services rendered by a facility licensed under chapter 395, provided that the period of limitations shall run from the date on which the facility refers the medical debt to a third party for collection.")

Other medical debt

Fla. Stat. § 95.11(2)(b) (2026) (five years where a signed financial agreement makes the bill an obligation founded on a written instrument)

Fla. Stat. § 95.11(3)(j) (2026) (four years where it is not)

Fla. Stat. § 95.11(4) (2026) (the three-year period is confined to a facility licensed under chapter 395)

Auto loan or mortgage note

Fla. Stat. § 95.11(2)(b) (2026) (action on the note as an obligation founded on a written instrument)

Fla. Stat. § 95.11(2)(c) (2026) (an action to foreclose a mortgage, a distinct paragraph, same five-year subsection)

Domestic judgment (court of record)

Fla. Stat. § 95.11(1) (2026) ("WITHIN TWENTY YEARS: An action on a judgment or decree of a court of record in this state.")

Foreign judgment (suit on the judgment)

Fla. Stat. § 95.11(2)(a) (2026) ("An action on a judgment or decree of any court, not of record, of this state or any court of the United States, any other state or territory in the United States, or a foreign country.")

Patrick v. Hess, 212 So. 3d 1039, 1043-45 (Fla. 2017) (a foreign judgment recorded under the Florida Enforcement of Foreign Judgments Act is enforced under Florida's 20-year § 95.11(1) period, not the rendering state's; Haigh and Friona disapproved)

Hess v. Patrick, 164 So. 3d 19, 22 (Fla. 2d DCA 2015) (the 20 years run from the ORIGINAL judgment's entry, not Florida recording; the Florida Supreme Court expressly reserved the point at 212 So. 3d at 1044 n.2)

Fla. Stat. §§ 55.501, 55.503(1) (a certified foreign judgment recorded with a circuit court clerk has the same effect as a judgment of a Florida circuit or county court; §§ 55.501-55.509 are the Florida Enforcement of Foreign Judgments Act)

Deficiency judgment

Fla. Stat. § 95.11(6) (2026) ("WITHIN ONE YEAR")

Fla. Stat. § 95.11(6)(g) (2026) ("An action to enforce a claim of a deficiency related to a note secured by a mortgage against a residential property that is a one-family to four-family dwelling unit. The limitations period shall commence on the day after the certificate is issued by the clerk of court or the day after the mortgagee accepts a deed in lieu of foreclosure.")

Fla. Stat. § 95.11(2)(b) (2026) (the carve-out: "except for an action for a deficiency judgment governed by paragraph (6)(g)")

Fraud

Fla. Stat. § 95.11(3)(i) (2026) ("A legal or equitable action founded on fraud.", four years)

Fla. Stat. § 95.031(2)(a) (2026) (the discovery trigger: an action founded upon fraud under § 95.11(3) runs from the time the facts giving rise to the cause of action were discovered or should have been discovered with the exercise of due diligence, but in any event within 12 years after the commission of the alleged fraud)

The full chart and its analysis are on alperlaw.com.