

Florida Landlord/Tenant Law

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FLORIDA'S LANDLORD/TENANT LAW

While most renters are aware they have certain rights when they are involved in a dispute with their landlord, they often don't know what those rights are. This brochure was developed by the Florida Department of Agriculture and Consumer Services to answer many of the questions frequently asked about landlord / tenant relationships. This brochure is NOT meant to be a complete summary of Florida's Landlord/Tenant Law. For additional information not addressed herein, refer to Chapter 83 of the Florida Statutes. A copy can be found at your county court house or public library. It may also be accessed through the Department's website, www.800helpfla.com

This brochure applies to those who rent a residential dwelling (house, apartment, condominium, mobile home AND lot, duplex, etc.). These guidelines may not apply if you own a mobile home and rent space.

BEFORE YOU RENT

A tenant is an equal party with the landlord. You never have to agree to any lease arrangement. Before renting a dwelling be sure the lease covers ALL the issues addressed in this brochure. Before you sign, make sure you thoroughly understand the terms of contract. If you DON'T understand, DON'T sign the lease. There is no grace period allowed for canceling leases,

so if you sign, you are bound to the agreement. Walk through the premises to identify any problems that should be fixed BEFORE you rent. Take pictures, video, or make notes of any questionable conditions, and include provisions for repairs in the lease or in a separate written agreement.



ORAL AND WRITTEN LEASES

A lease is an agreement to rent property. Leases may be either written or oral. Most leases are written, because oral agreements can be subject to misunderstandings. A written lease can be a formal contract, or simply a copy of a letter stating the rights and obligations of both the landlord and tenant.

Florida law requires that notices to and from a landlord must be in writing, even if the rental agreement is oral. You should always retain a copy of any correspondence to and from your landlord.

If there is no written lease, the span of your rental payment (week-to-week, month-to-month etc.) determines the length of the agreement. All other terms are either those specifically addressed by law, or those that are part of the oral contract between you and your landlord.

WHO IS RESPONSIBLE FOR WHAT?

You and your landlord share many of the responsibilities. Maintenance of the premises is a good example. Your landlord must provide a healthy, properly maintained place for you to live. You are required to keep the premises in good condition and to occupy them as a peaceful neighbor.

There are certain responsibilities that apply to each of you as outlined by law.

The landlord's responsibilities will depend on the type of rental unit. If the unit is a single-family home, duplex or mobile home, he must:

- Comply with the requirements of applicable building, housing and health codes; or
- Where there are no applicable building, housing or health codes; maintain the roof, windows, screens, floors, exterior walls and all other structural components in good repair;
- Keep the plumbing in reasonably good working condition.



The landlord's obligations may be altered or modified in writing with respect to these type rentals. If the unit is a triplex or other type of unit, unless otherwise agreed upon in writing, he must:

- Provide for extermination;
- Provide locks & keys;
- Provide heat;
- Provide running water and hot water;
- Provide clean and safe conditions of common areas;
- Provide a smoke detection device.



This does not mean that the landlord is obligated to pay for utilities, water, fuel, or garbage removal, although he may choose to. Other provisions relevant to a lease agreement may also be altered in writing.

A tenant, at times during the tenancy shall:

- Comply with all housing and health codes;
- Keep the dwelling clean and sanitary;
- Remove garbage from the dwelling;
- Keep plumbing fixtures clean, sanitary and in repair;
- Not deface or damage the premises;

- Occupy the dwelling without disturbing the peace; and
- Not abuse the appliances or other facilities furnished by the landlord.

IF THE LANDLORD DOES NOT COMPLY

You may be able to withhold rent if your landlord fails to do what the law or lease requires. You must however, announce your intentions in writing by certified mail at least seven days before the rent is due to allow time to remedy the problem. If the problem is not corrected within the seven days and you withhold the rent, the landlord may take you to court to collect it. Under these circumstances, you must pay the rent into the court registry, pending the judge's determination in the case.

FAILURE TO MEET LEASE OBLIGATIONS

Except for the failure to pay rent, a landlord must notify you in writing of any shortcomings and give you seven days in which to correct the situation. If you still have not complied after seven days, the landlord can begin the eviction process based on non-compliance.



NON-PAYMENT OF RENT

The landlord must serve you, the tenant, a written notice allowing three days (excluding weekends and legal holidays) for you to pay the rent or move from the premises, If you do not pay the rent or move he may begin legal action to evict you.

In order for the landlord to gain payment of rent or possession of the dwelling, he must file suit in county court. If the court agrees with the landlord, you will be notified in writing. You then have five days (excluding weekends and legal holidays) to respond-also in writing- to the court. If you do not respond or a judgment is entered against you, the clerk of the county court will issue a “Writ of Possession” to the sheriff who will notify you that eviction will take place in 24 hours.

OTHER EVICTIONS

Under certain circumstances, if you have exhibited a lack of consideration for the rights and privacy of others, a landlord has the right to require you to move with very little notice.

In some cases (destruction, damage, misuse of property, unreasonable disturbances), the landlord does not have to give you an opportunity to remedy the problem, and may terminate tenancy by giving you a seven-day written notice.



Each eviction case is unique, so be sure to obtain legal advice. A landlord **MAY NOT** evict you solely in retaliation for the tenant complaining to a governmental agency about code violations or asserting other tenant rights.

Florida law does not allow a landlord to force a tenant out by:

- Shutting off utilities, or interrupting service, even if that service is under the control of, or the landlord makes payment;
- Changing the locks or using a device that denies the tenant access;
- Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement); and/or
- Removing the tenant’s personal property from the dwelling unless action is taken after surrender, abandonment or lawful eviction.



If any of these occur, the tenant may sue for actual and consequential damages or three months' rent, whichever is greater, plus court costs and attorney's fees.

DEPOSITS AND/OR ADVANCE RENT REQUIREMENTS

A landlord has the discretion to collect various deposits as well as some rent in advance. These advance payments generally vary in range. You should be careful about making any deposit unless a definite decision has been made to move into the unit. A tenant who puts down a deposit, but then decides not to occupy the unit MAY NOT be entitled to a refund. If a deposit is not-refundable, it must be stated in the rental agreement.

A damage deposit is the most common requirement of landlords. At the time of the pre-rental walk through with the landlord, you should make note of damaged items or areas, worn rugs, broken fixtures, etc., and give a copy to the landlord. Keep a copy for you files, which may help eliminate or minimize disputes later.

When you move out, the landlord must either return your deposit (plus interest, if applicable) within 15 days of termination of the lease, if the landlord does not intend to impose a claim upon the security deposit; or justify in writing by certified mail, to the tenant's last known mailing address

within 30-days upon termination of the lease, as to why they are keeping a portion of, or all of the deposit. If the notice is not sent as required within the 30-day period, the landlord forfeits his right to impose a claim upon the deposit, unless you fail to give proper notice prior to vacating. If you object to the landlord retaining all or a portion of the deposit, the matter may be taken to a court of competent jurisdiction.



ACCESS TO THE PREMISES

Once you lease a dwelling, your right to possession is much the same as if you owned it. The landlord however, can enter at reasonable times with proper notice to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply agreed services or show it to a prospective or actual purchaser, tenant, mortgagee, workman or contractor.

The landlord may also enter at any time when:

- The tenant has given consent;
- In an emergency;
- The tenant unreasonably withholds consent; and/or
- The tenant is absent for an extended period of time (but only to "protect or preserve" the premises).



WHEN YOU DECIDE TO MOVE

Don't forget to give the required notice. The table indicates appropriate notification if a specific time period is not included in the lease agreement. Be sure to check your lease for any other specified conditions.

Payment Schedule Days of written notice required (before contract termination):

Weekly	7 Days
Monthly	15 Days
Quarterly	30 Days
Yearly	60 Days

Under certain circumstances, if allowed by the provisions of the lease, a lease agreement may be ended when either party gives written notice to the other of his intention. Send all correspondence relating to your intentions to the landlord by certified mail or deliver it by hand and insist on a receipt. It is usually a good idea to talk with the landlord in person, too. If you must cancel a lease before its expiration date, perhaps the landlord will accept the security deposit as the total financial obligation. If so, be sure to obtain a signed agreement to this effect from the landlord.

Normally, when a lease is about to expire neither the landlord nor the tenant must give a reason for serving notice to vacate.

When you move from a rental unit - no matter the duration - be sure to settle all accounts. Terminate utility service the day you leave, notify the landlord, post office, and others of your address change and make other arrangements to minimize inconvenience to the landlord or the new tenants.

One of the most important responsibilities as a tenant is to leave the premises in a clean condition for the next occupant. Be sure to vacuum, sweep, clean all rooms, cabinets and appliances. Take a last walk-through with the landlord. Note any damages in writing and reach a final agreement.



MILITARY SERVICES

Any member of the United States Armed Services who is required to move (due to a change of station orders of 35 miles or more), prematurely or involuntarily discharged or released from active duty, or who dies during active duty, may terminate the rental agreement. This notice **MUST** be provided to the landlord in writing; the notice will be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. Either a copy of the official military orders or a written verification signed by the member's commanding officer must accompany the notice to the landlord.

In the event a member dies during active duty, an adult member of his immediate family may terminate the rental agreement by providing the same military documentation.

While there are other applications related to military personnel under the law, you should check with your Relocations Assistance Manager (RAM) in your Family Support Center for additional information.

Renting is an increasingly popular style of living in Florida, especially as single-family housing costs climb and more people choose to move when job or other circumstances arise. Living in a rented unit can be an enjoyable and relatively carefree experience for people who do not want the responsibility of ownership. When you understand your responsibilities and rights as a tenant, the technicalities of leasing are not so bewildering and Landlord actions are often better understood.

We trust that this non-technical overview was useful in improving the understanding of basic rights of Landlords and Tenants under Florida law.

It was provided as a public service in the interest of sound understanding and communication between these two very important constituencies that we serve.

www.RentAHomeWithUs.com

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