

FLORIDA'S LANDLORD / TENANT LAW

Renters know they have certain rights when it comes to disputes with their landlords, but often they don't know what those rights are. The Florida Department of Agriculture and Consumer Services developed this brochure to answer many of the questions frequently asked regarding tenant/landlord relationships. This brochure is not meant to be a complete summary of Florida's Landlord/Tenant Law (Statute 83, Part II). For problems not addressed here, pick up a copy of the complete law at your county courthouse or public library.

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

BEFORE YOU RENT

A tenant is an equal party with a 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 the contract. If you don't understand, don't sign the lease. There is no required grace period for cancelling leases so if you sign, you are bound to the agreement. Walk through the premises to determine any problems with the property that should be fixed before you rent. Take pictures of any questionable conditions, and include provision for repairs in the lease or in a separate written agreement.

ORAL AND WRITTEN LEASES

A lease is an agreement to rent property. It may be written or oral. Most are written, however, because oral agreements can be subject to misunderstandings. A written lease can be in the form of a formal contract or simply a copy of a letter that states the rights and

obligations of both tenant and landlord.

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

If there is no written lease, the span of your rental payment (weekly, monthly, 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 responsibilities. Maintenance of the premises is a good example. Your landlord must provide a healthy, properly maintained place for you to live, and you are required to keep the premises in good condition and to occupy them as a peaceful neighbor.

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

The Landlord

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

- Comply with building, housing and health codes;
- Keep the roof, windows, screens, floors, outside walls and all other structural components in good repair;
- Keep the plumbing in reasonable working condition.

The landlord's obligations may be altered or modified in writing with respect to a single-family home or duplex.

If the unit is a triplex or other type unit, unless otherwise agreed upon in writing, he must:

- Provide for the extermination of rats, bugs and wood-destroying organisms;
- Provide locks and keys;
- Provide a functioning heating device;
- Provide running water and hot water;
- Remove garbage from the premises; and
- Provide a smoke detection device.

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

The Tenant

You are responsible for:

- Complying with housing and health codes;
- Keeping the dwelling clean;
- Removing garbage from the dwelling;
- Keeping the plumbing repaired;
- Not defacing or damaging the premises;
- Occupying the dwelling without disturbing the peace; and
- Not abusing the electrical, plumbing, heating, air conditioning or other systems furnished by the landlord.

If the Landlord Does Not Comply

You may be able to withhold the rent if your landlord fails to do what the law or the lease requires. You must, however, announce your intention 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 of the case.

If the Tenant Does Not Comply

You can be evicted for not living up to your end of the lease. The process of removal depends on the offense.

FAILURE TO MEET LEASE OBLIGATIONS

Except for the failure to pay rent, a landlord must notify you, in writing, of the shortcoming and give you seven days to correct the situation. If you still have not complied after seven days, the landlord can begin the eviction process.

Non-Payment of Rent

The landlord must serve you, the tenant, a writt notice allowing three days (excluding weekends a legal holidays) for you to pay the rent or move. If y do not pay rent or move, the landlord may begin acti to evict you.

In order for the landlord to gain payment of the re or possession of the dwelling, he must file suit in cour court. If the court agrees with the landlord, it will noti you in writing. You then have five days (excludi weekends and legal holidays) to respond - also i writing - to the court. If you don't respond or a judge is entered against you, the clerk of the county court w issue a "writ of possession" to the sheriff who will noti you that you will be evicted in 24 hours.

Other Evictions

Under certain circumstances, for example, if th tenant has exhibited a lack of consideration for th rights and privacy of others, a landlord has the rig to require a tenant to move with very little notice.

In some cases (destruction, damage, misuse of proper unreasonable disturbances), the landlord does not hav to give you the opportunity to cure the problem ar may terminate your tenancy by giving you a seven-d written notice.

Each eviction case is unique, so be sure to obtain leg advice. A landlord may not evict a tenant solely : retaliation for the tenant complaining to a government agency about a code violation, joining or establishir a tenant's "union" or similar organization, or assertir other tenant rights.

Florida law doesn't allow a landlord to force a tenant out by:

- Shutting off the utilities or interrupting servic even if the service is in the landlord's nam
- Changing the locks or using a device that deni the tenant access;
- Removing the outside doors, locks, roof, wal or windows (except for purposes of maintenanc repair or replacement); and
- Removing the tenant's personal property fro the dwelling unit unless action is taken aft surrender, abandonment or a lawful evictio

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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 range from a half-month's to two months' rent. Be careful about making any deposit unless you have definitely decided 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 non-refundable, it must be so stated in the rental agreement.

A damage deposit is one of the most common requirements of landlords. At the time of your 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 your files. This may eliminate or minimize disputes later.

When you move out, your landlord must either return your deposit (plus interest, if applicable) within 15 days of termination of the lease, or justify in writing, within the 15 day period, why he is keeping a portion or all of the money. The justification must be sent by certified mail to your last known mailing address. If the notice is not sent as required within the 15-day period, the landlord forfeits his right to impose a claim unless you failed to give proper notice prior to vacating. If the tenant objects to the landlord retaining all or a portion of the deposit the matter may be taken to a court of competent jurisdiction.

SUBLETTING

A way to sometimes get out of lease before it expires is to find another renter to assume the lease. Before you sublet, your landlord must grant you permission or it must be part of your contract. If it is allowed, try to find someone to take over by the time you leave so there

is no interruption in occupancy. Remember, when you sublet you become, in effect, the landlord. So don't forget to check references and verify the renter's ability to make prompt payments. When you sublet a dwelling you are still responsible for the property, including all damages, according to the terms of the lease. You are also responsible for the rent if the person you sublet to doesn't pay.

Sometimes you may not be allowed to sublet, but may be able to terminate your lease prematurely if you find a new tenant to take over immediately. In this way, the landlord loses no rent and you are relieved of further responsibility. Your lease is terminated and a new agreement is signed between the other parties.

ACCESS TO THE PREMISES

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

The landlord may also enter at any time when:

- The tenant has given consent;
- There is an emergency;
- The tenant unreasonably withholds consent; and
- The tenant is absent for an extended period (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.

<i>Payment Schedule</i>	<i>Days of written notice required (before contract termination)</i>
Weekly	7 days
Monthly	15 days
Quarterly	30 days
Yearly	60 days

Under certain circumstances or 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 intention to move to the landlord by certified mail (return receipt requested) 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 your security deposit as your total financial obligation. If so, be sure to obtain a signed agreement to this effect from the landlord.

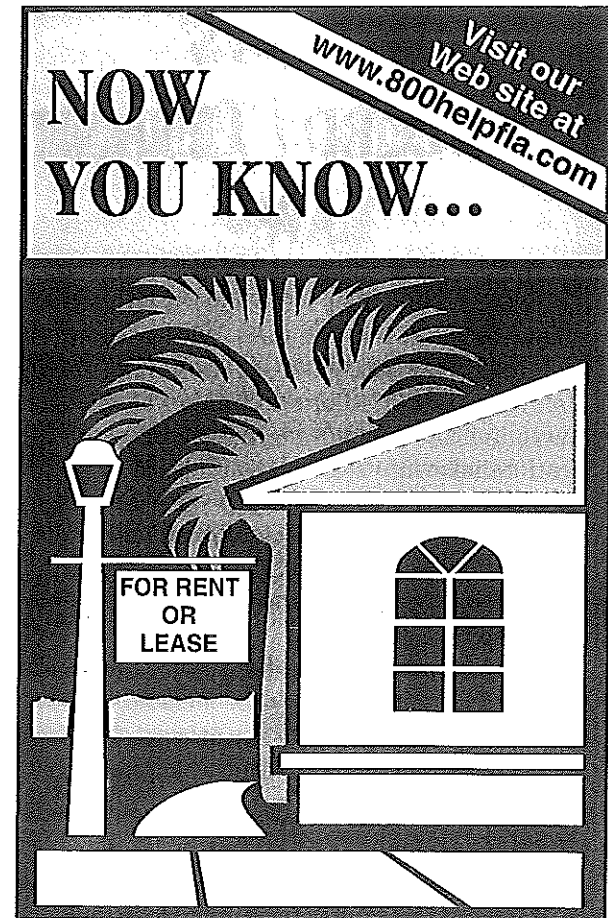
Normally, when a lease is about to expire neither the landlord nor the tenant must give a reason for serving notice to vacate.

When you move from a rental unit — no matter whether you have lived there for a few months or several years — be sure to settle all accounts. Terminate utility service the day you leave, notify the post office, friends and colleagues of the address change and make other arrangements to minimize inconvenience to the landlord or the new tenants.

One of your most important responsibilities as a tenant is to leave the premises in 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.

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 require. Living in a rental unit can be an enjoyable and relatively carefree experience for people who do not want the responsibility of ownership and maintenance. When you understand your responsibilities and rights as a tenant, the technicalities of leases are not so bewildering.

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