



## Landlord/Tenant Information

Most renters are aware they have certain rights when they are involved in a dispute with their landlord, however they often don't know what those rights are. This brochure was developed by the Florida Department of Agriculture & 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 in the brochure, refer to Chapter 83 of the Florida Statutes. A copy of the statutes can be obtained at your county courthouse, public library, or by calling us at 1-800-HELP-FLA (435-7352). This brochure is not intended for the purpose of providing legal advice.

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 the 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?

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 party as outlined by law.

#### *The Landlord*

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/she 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, steps, porches, exterior walls, foundations 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 a single family dwelling or duplex.

In addition to providing the above requirements, the landlord of a dwelling unit other than a single-family home or duplex shall, at all times of the tenancy, make reasonable provisions for:

- \* Provide for extermination;
- \* Provide locks & keys;
- \* Provide heat during winter;
- \* Provide running water & hot water;
- \* Provide clean & safe conditions of common areas;
- \* Provide a smoke detection device; and
- \* Provide garbage removal and outside receptacles.

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

#### *The Tenant*

A tenant, at all times during the tenancy shall:

- \* Comply with all building, housing and health codes;
- \* Keep the dwelling clean and sanitary;
- \* Remove garbage from the dwelling in a clean and sanitary manner;
- \* Keep plumbing fixtures clean, sanitary and in repair;
- \* Not destroy, deface, damage, impair or remove any part of the premises or property belonging to the landlord, nor permit any person to do so;
- \* Conduct him/herself, and require other persons on the premises with his/her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace;
- \* Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

#### *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 mail, preferably certified, 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.

#### *If the Tenant Does Not Comply*

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

### Failure to Meet 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/she may begin legal action to evict you.

In order for the landlord to gain payment of rent or possession of the dwelling, he/she 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 the 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.

#### **Deposit/Rent Requirement**

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 non-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

your 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 a 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/her 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 as 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, worker 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 from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

#### **When you Decide to Move**

Don't forget to give the required notice. The information below 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 condition.

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

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 their 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.

Weekly ----- 7 days  
Monthly ----- 15 days  
Quarterly ----- 30 days  
Yearly ----- 60 days

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 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 Service**

Section 83.682, Florida Statutes provides that a service member may terminate his or her rental agreement under certain conditions. For a free copy of the full text version of the statute, give us a call at 1-800-HELP-FLA (435-7352).

#### **Now You Know**

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 rental 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.

For information or assistance, call our Consumer Hotline at 1-800-HELP-FLA (435-7352), or 1-800-FL-AYUDA (352-9832) for assistance in Spanish.