

# FLORIDA'S LANDLORD/TENANT RIGHTS

## FLORIDA'S LANDLORD/TENANT LAW

Questions concerning landlord/tenant rights are one of the top five areas of inquiry in the City's Consumer Affairs Division. Most people living in leased apartments and other rental housing know there are laws dealing with landlord/tenant relationships; but they often don't find out the details until there is a problem.

The following landlord/tenant information is provided to answer many of the questions frequently asked regarding landlord/tenant rental relationships, according to Florida's Landlord/Tenant Law (Chapter 83, Part II).

You may download the law for review by entering the "Frequently Asked Questions" feature on the Division's Home Page. Consumers may also receive a free copy of the law or a Florida Department of Agriculture and Consumer Services brochure entitled "Florida's Landlord/Tenant Law", by contacting the Division at 630-3667.

### BEFORE YOU RENT

\* When searching for a rental dwelling, be careful when leaving a deposit to hold an apartment for a short period of time, in order to shop around for other possible dwellings. If the property manager says the deposit will be returned whether you decide to rent the apartment or not, always get that verbal promise in writing.

\* Make sure you have reviewed your rights and obligations as a tenant, and the rights and obligations of the landlord, according to Florida's Landlord/Tenant Law (Statute 83, Part II).

\* Although Florida law does not require a written lease, you should request a written lease that clearly states all the terms. Oral leases are subject to misunderstandings and are more difficult to enforce.

\* If there is no written lease, the span of your rental payment (weekly, monthly, etc.) determines the length of the agreement.

\* Before signing a rental agreement make sure you understand the terms of the contract. If you don't understand, don't sign the lease!!! There is NO required grace period for canceling leases, so if you sign, you are bound to the agreement.

\* Before signing a rental agreement always conduct a preliminary walk-through in the actual premises you intend to rent, so as to identify any problems that should be fixed before you rent. Verbal promises made by the landlord to fix the identified problems, should be included or attached as a written agreement to the lease, and signed by the landlord.

\* A damage deposit (security deposit) is one of the most common requirements of landlords. At 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.

#### THE LANDLORD'S RESPONSIBILITIES

\* Florida Statutes, Section 83.51, require a landlord to comply with the local Property Maintenance Code. This means:

1. The roof must not leak.
2. The walls must be weather-tight, and in good repair.
3. The stairs must be safe for normal use and maintained in good repair.
4. Windows and doors must be basically weather-tight, water-tight, rodent-proof, and kept in sound working condition. Outside doors have to have proper locks.
5. Window panes cannot have cracks and holes. Outside windows must have screens.
6. Inside floors, walls, ceilings must be basically rodent-proof and kept in sound condition and good repair, and should be safe.
7. The house or apartment must have hot water, which is connected to the kitchen and bathroom sinks, tub or shower.
8. All houses or apartments must have a flush toilet in good working condition.
9. When cooking and heating equipment are provided by the landlord, they must be safely installed and in good working order.

10. There must be adequate garbage disposal facilities or garbage storage containers.

11. Every habitable room must have at least two separate floor or wall electric

outlets and, additionally, every kitchen, bedroom, bathroom and hallway must have a ceiling or wall-type fixture, or an outlet controlled by a wall switch near the entrance to the room.

12. All electrical systems must be in good repair and good working order.

#### **IF THE LANDLORD DOES NOT COMPLY**

\* If your landlord has failed to comply with the previous listed code responsibilities,

and has ignored your request to undo their unlawful action, you can contact The

Code Enforcement Branch of city or county in which you reside and request that they contact your landlord and explain that their action is illegal and

violates your local code.

\* If your landlord fails to do what the law or lease requires, you may be able to

withhold the rent. You must give notice of your intention by certified mail at

least seven days before the rent is due to allow time for the landlord to remedy

the problem. If the problem is not corrected within seven days and you withhold

the rent the landlord may take you to court to collect it. You must then pay the

rent into the court registry pending the judge's determination of the case.

\* Always call the Consumer Affairs Division in your city or county regarding your landlord/tenant rights before withholding rent!!!

#### **RENT WITHHOLDING FROM LANDLORD**

\* You must be very careful to do what the law requires for a proper rent withholding!!! ALWAYS call the Consumer Affairs Division of your

county or city regarding your landlord/tenant rights before withholding your rent.

\* If your landlord will not fix a condition which is in "material non-compliance"

with your local city or county property maintenance code, you may stop paying rent

(rent withholding). Material non-compliance means that there are major problems in your house or apartment which your landlord refuses to fix.

\* Under Florida law, you cannot do the repairs yourself and then deduct that cost

from your rent.

\* You can do a rent withholding so that you are protected by the law by taking the following steps:

1. Make a written complaint to your local city or county enforcement office.
2. Make a list of all the things which are wrong with your rental unit and violate the local code (for example, plumbing not working, roof leaks, etc.).
3. Write the landlord this letter:

Date

Dear (name of landlord):

Pursuant with Florida Statutes, Section 83.60, I am notifying you of your material non-compliance with Florida Statutes, Section 83.51(1), and the (insert the name of your local code).

Unless the listed repairs are made within 7 days of delivery of this notice, I will not pay rent, because of your failure to maintain the premises.

List all things that are wrong

Sign your name \_\_\_\_\_  
Print your name and address.

4. Mail or deliver this letter to your landlord at least seven days before the next rent is due. \*It is recommended that this letter be sent certified mail, return receipt requested. This is an extra protection for you in the event the landlord denies he ever knew about the material non-compliance. **KEEP A COPY OF THE LETTER.**

5. You must save the rent as it becomes due. Do not spend it, because, if the landlord fixes the house or apartment, you must pay him at least a portion of the rent, and, if he tries to evict you, you must deposit all of the money you have saved with the court until the eviction case is over.

### **THE TENANT'S RESPONSIBILITIES**

\* Florida Statutes, Section 83.51, require a tenant to comply with the local Property Maintenance Code. This means that the tenant must:

1. Keep the house or apartment in a clean and sanitary manner.
2. Remove all garbage from the house or apartment in a clean and sanitary manner (for example, use garbage cans).
3. Keep all plumbing fixtures in the house or apartment used by the tenant in a clean and sanitary manner and in good repair.

4. Properly use and operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, which are in the apartment or house.
5. Not destroy, damage or in any way misuse the property itself. This includes not permitting any tenant's guests to do so either.
6. Not remove anything from the house or apartment which does not belong to the tenant (for example, cannot remove light fixture which was in the property when tenant moved in).
7. Conduct themselves and require anyone who visits them to act in a way that does not disturb the peace.

### **TENANTS 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.

### **EVICITION**

\* The eviction notice is the landlord's request or formal demand made to the tenant. It asks the tenant to move out. It is delivered to the tenant only, and is not filed in court.

\* If the tenant does not voluntarily move as requested by the eviction notice, the landlord may file an eviction case in court. The eviction case is the landlord's request or formal demand made to the County Court. It asks the Court to evict the tenant.

\* The request is made in a Summons and Complaint, which is delivered to the tenant by a process server.

\* The tenant has five business days to file a written answer to the Summons and Complaint or he/she will be evicted.

### **TENANTS FAILURE TO PAY 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. If you do not pay rent or move, the landlord may begin action to evict you.