

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-CITY (2489).

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). You can find this on the division's home page or contact the division at 630-CITY (2489) to request a free copy of the law.

* 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 in order 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 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. If you can't do the walk-through before signing the lease, complete one immediately after signing the lease.

Know the difference between a Security Deposit and an, Administrative Fee or Processing Fee. Florida Statute Chapter 83 provides for the return of security deposits whereas administrative fees and processing fees are not the same as deposits and are generally not refundable.

THE LANDLORD'S RESPONSIBILITIES

* Florida Statutes, Section 83.51, require a landlord to comply with the requirements of applicable building, housing and health codes as well as with Chapter 518 of the Jacksonville Municipal Ordinance Code (Property Safety 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 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 that is connected to the kitchen and bathroom sinks, tub or shower.
8. All houses or apartments must have a flushing 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, contact Property Safety Division within the Housing and Neighborhoods Department by calling 630-CITY (2489). They are responsible for the enforcement of the city's Property Safety Code.

* If your landlord fails to do what the law or lease requires, you may be able to withhold a portion of your monthly rent until the property is brought into compliance. You must give written notice to the landlord of your intention to withhold rent and give the landlord time to make repairs in accordance with the procedures as set forth in Florida Statute Chapter 83, Sec. 83.56 (1)(a) or (1)(b). You must allow at least seven days for repairs and your written notice must give detailed information on the items that need to be repaired.

Always call the Consumer Affairs Division at 630-CITY (2489) 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 at 630-CITY (2489) regarding your landlord/tenant rights before withholding your rent.

* If a landlord has not made repairs that are needed and that failure to repair makes a residence unlivable, the tenant must give the landlord written notice of the need for repairs and of his or her intention to terminate the lease if repairs are not made. The tenant must allow seven days for the repairs to take place and if the repairs are not made, the tenant may terminate the lease and move out.

*If a landlord has not made repairs that are needed but the tenant can still live in the dwelling, the tenant must give written notice of the need for repairs and allow seven days for the repairs to take place. The written notice must also state the tenant's intention to withhold portions of the rent until the repairs are made. After seven days, if the repairs are not made, the tenant may deduct the daily rate of rent until the repairs are made. When it is time for the tenant to pay the next month's rent, the tenant will pay the monthly rental fee minus any deductions for days repairs were not made. Tenants cannot wait until rent is due and then try to withhold rent on the basis of the landlord's failure to make repairs.

The following actions are recommended.

1. Make a list of all the things that are wrong with your rental unit that you believe violate Florida Statute 83.51. Determine if there are any major repairs needed that make the dwelling unlivable (for example, plumbing not working, roof leaks, etc.).

2. Write the landlord this letter:

Date

Dear (name of landlord):

Pursuant to Florida Statutes, Section 83.56, I am notifying you of your material non-compliance with Florida Statutes, Section 83.51(1), and the Jacksonville Property Maintenance Code. (List all repairs here and note if these items make the property unlivable or not) Unless the listed repairs are made within 7 days of delivery of this notice, I will terminate the lease and vacate the premises as I can no longer live in this (house, apartment, etc). (If the dwelling is livable, then state that you will withhold _____dollars per day until such time the repairs are made .This amount will then be deducted from the next month's rental payment.)

Sign your name _____

Print your name and address.

3.*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.

THE TENANT'S RESPONSIBILITIES

* Florida Statutes, Section 83.52, require a tenant to comply with certain obligations set forth in the statute. 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 COMPLY WITH 83.52 AND/OR LEASE OBLIGATIONS

* Except for the failure to pay rent, a landlord must notify you, in writing, of non-compliance under the lease and give you seven days to correct the situation. If you still have not complied after seven days, the landlord can terminate your lease and require you to move. If you fail to move, the landlord can begin the eviction process through the court system and ask a judge to make you vacate the premises.

EVICTION

* 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 an action to evict you.

* In order for the landlord to gain payment of the rent or possession of the dwelling, he must file suit in county court, and provide the court with a copy of the three day notice.

* You will be served with eviction papers from the court in writing. You then have five days (excluding weekends and legal holidays) to respond, also in writing, to the court. You must also pay the rent money into the registry at the Clerk of Court. Failure to pay owed rent money into the registry at the Clerk of Court will result in an automatic eviction judgment against you.

* If you don't respond or a judgment is entered against you, the Clerk of the County Clerk will issue a "writ of possession" to the sheriff who will notify you that you will be evicted in 24 hours.

* You have the right to stay in your apartment until the landlord files an eviction case and a judge decides your case. The landlord must deliver an eviction notice before he can file an eviction case. The landlord cannot put you out unless he wins the eviction case in court.

OTHER TYPES OF EVICTIONS

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

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

LANDLORDS CAN'T JUST THROW YOU OUT!

* Only a judge can order you evicted, and only the Sheriff can put you out of your home! (See "EVICTION" feature)

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

1. Shutting off the utilities or interrupting service, even if the service is in the landlord's name.

2. Changing the locks or using a device that denies the tenant access.

3. Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement).

4. Removing the tenant's personal property from the dwelling unit unless action is taken after surrender, abandonment or a lawful eviction.

* A landlord may not evict a tenant solely in retaliation for the tenant complaining to a governmental agency about a code violation, joining or establishing a tenant's "union" or similar organization or asserting other tenant rights.

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

WHEN YOU DECIDE TO MOVE

* When you decide to move from the rental dwelling you must give the required notice! Be sure to check your lease agreement and the F.S. 83 for the specific time period that is required for appropriate notification to terminate the lease.

* If a specific time period is not included in your lease agreement, the table below indicates an appropriate notification time period to provide written notice:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

* 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 a good idea to talk with the landlord in person, 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.

* One of your most important responsibilities as a tenant is to leave the premises in clean condition for the next occupant.

* Take a last walk-through with the landlord before you vacate the premises and note any damages in writing and reach a final agreement concerning any financial penalties that may occur.

YOUR SECURITY DEPOSIT (Florida Statute 83, Sec 83.49)

* As previously mentioned, always take a last walk-through with the landlord before you vacate the rental dwelling! Note any damages in writing and reach a final agreement concerning any financial penalties which may occur or that may jeopardize the status of your security deposit return.

*Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The tenant is required to give the landlord a valid address at which the tenant can be contacted.

*If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

*Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

*If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.