LANDLORD AND TENANT LAWS

DEFINITIONS (§ 83.43 FS)

• "**Landlord**" means the owner or lessor of a dwelling unit.
• "**Tenant**" means any person entitled to occupy a dwelling unit under a rental agreement.
• "**Rental agreement**" means any written agreement, or oral agreement if for less duration than one year, providing for use and occupancy of premises.
• "**Dwelling Unit**" means a structure or part of a structure that is rented for use as a home, residence or sleeping place.

DEPOSIT MONEY OR ADVANCE RENT; DUTIES OF LANDLORD AND TENANT (§ 83.49 FS)

Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
• Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution.
• Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution, or
• Post a surety bond.

The landlord shall, within 30 days of receipt of advance rent or a security deposit, notify the tenant in writing of the manner in which the landlord is holding the advance rent or security deposit. Such written notice shall:
• Be given in person or by mail to the tenant, and;
• State the name and address of the depository where the advance rent or security deposit is being held, and the rate of interest, if any.
• Upon the vacating of the premises for termination of the lease, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or give written notice of the landlord's claim and the reason for the claim. A tenant has 15 days from receipt of the claim notice to object. The objection should be written.
• The provisions of this section do not apply to transient rentals by hotels or motels.
• Any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease shall give at least 7 days written notice by certified mail or personal delivery. Failure to give such notice shall relieve the landlord of the notice requirement but shall not waive any right the tenant may have to the security deposit.

LANDLORD'S OBLIGATION TO MAINTAIN PREMISES (§ 83.51 FS)

Note. See also section 509.211(1), (4), FS and section 509.221(1), (3), (4), (7), FS.

The landlord at all times during the tenancy shall:
• Comply with the requirements of applicable building, housing, and health codes.
• Maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads; and the plumbing in reasonable working condition.
• Unless the rental agreement states the tenant is responsible, make provisions for the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs.
• Provide locks and keys.
• Provide for the clean and safe condition of common areas.
• Remove garbage.
• Provide functioning facilities for heat during winter, running water, and hot water.
• Install working smoke detection devices.

TENANT'S OBLIGATION TO MAINTAIN DWELLING UNIT (§ 83.52 FS)

The tenant at all times during the tenancy shall:
• Comply with all housing and health codes.
• Keep premises clean and sanitary.
• Remove all garbage in a clean and sanitary manner.
• Keep all plumbing fixtures clean and sanitary and in repair.
• Use and operate all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, in a reasonable manner.
• Not destroy, deface, damage, impair, or remove any part of the premises or property.
• Conduct himself or herself in a manner that does not unreasonably disturb the tenant's neighbors.

LANDLORD'S ACCESS TO DWELLING UNIT (§ 83.53 FS)

• The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time.
• The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises.

TERMINATION OF RENTAL AGREEMENT (§ 83.56 FS)

- If the landlord materially fails to comply with provisions of the rental agreement or section 83.51, FS, within seven days after delivery of written notice by the tenant, the tenant may terminate the rental agreement.
- If the tenant materially fails to comply with material provisions of the rental agreement or section 83.52, FS, other than a failure to pay rent, landlord may terminate the rental agreement, and the tenant shall have seven days from the date that the notice is delivered to vacate the premises.
- If the tenant fails to pay rent when due and the default continues for three days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement.

TERMINATION OF TENANCY WITHOUT SPECIFIC TERM (§ 83.57 FS)

- When the tenancy is from year to year, by giving not less than 60 days notice prior to the end of any annual period.
- When the tenancy is from quarter to quarter, by giving not less than 30 days notice prior to the end of any quarterly period.
- When the tenancy is from month to month, by giving not les than 15 days notice prior to the end of any monthly period.
- When the tenancy is from week to week, by giving not less than seven days notice prior to the end of any weekly period.
- No landlord of any dwelling unit shall cause the termnation or interruption of any utility.

- No landlord of any dwelling unit shall prevent the tenant from gaining reasonable access to the dwelling unit by changing the locks.
- No landlord of any dwelling unit shall remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, nor shall the landlord remove the tenant's personal property from the dwelling unit unless it is a lawful eviction.
- A landlord who violates the provisions of this section shall be liable to the tenant for damages or three months rent, whichever is greater, and costs, including attorney's fees.

*These provisions are extracted from **Chapter 83 Florida Statutes (1998)** and are not presented in their entirety. You should refer to the statute or obtain the advice of an attorney to address specific issues.*

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Florida Department of Business and Professional Regulation

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