

THE LEASE AGREEMENT

FLORIDA STATUTES SECTIONS

83.40-83.683



THINGS TO CONSIDER PRIOR TO SIGNING LEASE AGREEMENT

Conduct a Walkthrough

Check the condition of the unit.

Take photos of any damages or things that needs to be repaired.

Some things may not be damaged now but you could see some wear-and-tear that you may want to address.

Address all the issues with the LL prior to signing the Lease.



If you do not understand a provision in the Lease **DO NOT** sign it until you get a clear explanation.

Once you sign the agreement you cannot back out of it.

THE SECURITY DEPOSIT

Collected by the LL as proof of intent.

- It is held to cover any damages and your intent to pay rent per the lease terms.

There is no limit on what a Landlord (“LL”) can collect for a security deposit.

- The LL must be consistent with every applicant unless the applicant is a higher risk applicant.
- The amount collected must not be based on discrimination of a protected class.
- Generally, LL will collect a month or up to two months of rent.

LL can hold the security deposit in 3 ways (It is up to the LL)

- Holding it in a non-interest-bearing account (Most Common)
- Posting a surety bond (Uncommon)
- Holding it in an interest-bearing account. The interest should be paid to the Tenant annually. (Uncommon)

LL are required to notify the Tenant that they have received the deposit within 30 days after receipt.

- Must list the name and address of the institution the deposit is being held.
- If it is in a separate account or commingled with other funds.
- If it is in an interest-bearing account, the interest rate accruing.

REASONS FOR NOT RETURNING A SECURITY DEPOSIT



Breaking or Terminating the Lease Early

Exceptions for Military Deployment



Non-Payment of Rent

Lose Security Deposit AND Pay for any Legal Fees incurred



Damage to the Property

Not for normal wear-and-tear



Cleaning Costs

Not for normal wear-and-tear



Unpaid Utilities



***Florida does not require a LL to do a walkthrough inspection prior to the move-out.**

RETURN OF SECURITY DEPOSIT

LL must return the security deposit within 15 days of lease termination.

Only if the Security Deposit is being returned in full.



LL has 30 days from the termination of the lease to notify the tenant in writing that they are keeping a portion or the entire the security deposit.

If LL fails to notify the Tenant within 30 days, the LL forfeits his right to keep any of the security deposit.

The notice must be sent by certified mail to the Tenants forwarding address.

It is the Tenant's responsibility to ensure the LL is provided with a forwarding address.

If the Tenant does not provide the LL with a forwarding address, the LL is not required to notify the Tenant of the security deposit.

The notice must state the LL intention to keep a portion or all of the security deposit and list the reasons.

The notice must also state that the Tenant has 15 days from receipt of the notice to contest it in writing.

If it is uncontested the LL has 30 days to return a portion of the security deposit.

If it is contested a court action may be initiated by the Tenant.



*If there is a new owner it may be transferred to the new owner with notice to the Tenant or it may be returned with itemized deductions made.

FEE IN LIEU OF SECURITY DEPOSIT

- Written agreement
 - Amount of fee
 - How and when fee is to be collected
 - May be terminated if tenant pays security deposit
- Monthly installment payment
- Landlord must notify tenant: option of paying security deposit instead of fee at any time, additional charges, fee is nonrefundable
- Within 30 days after end of tenancy – landlord must notify if there are any costs or fees (unpaid rent, fees, obligations, damages)

WHAT'S IN THE LEASE AGREEMENT?



Name(s) of the Resident(s)

Generally, the person that would be responsible for the rent payments.

Good to add all residents.
Ex. Family of 4



The Lease Term

Make sure the lease term is clearly stated in the lease. Start and End Date. (Week-to-week, Month-to-month, or Yearly.)

Yearly lease will automatically become a month-to-month at the end of the lease term per Florida law.

Notice of termination of lease: W2W- 7 Days, M2M- 15 days, Yearly- 30-60 days



Monthly Rent and Details

The monthly rent due and the day of the month it is due must be clear. Ex. Due on the 1st or 3rd of the month.

Any prorated rent you pay should also be clearly printed in the lease agreement.



Security Deposit/ Renter's Insurance

Lease agreement should clearly display the amount of security deposit that was collected and how it is being held.

The lease should also state whether the LL requires you to have renter's insurance.



Late Fees Penalty

Lease should clearly define when the rent is considered late and what is the penalty for being late.

WHAT'S IN THE LEASE? PART 2

- Parking
 - How many, space number, and visitor parking.
- Receipt of Keys and Remotes
 - Ensure that you receive all the keys, and it is listed on the lease.
- Utility Payments
 - Make sure you know what the tenant is responsible for and what the LL is responsible for.
- Guest Policy
 - If guest stay too long, can they become tenants? YES
- Sublet Clause
 - Generally, not allowed. Roommates are not sublets.
- Pet Policy
 - If no pets are allowed DO NOT try to sneak one in, find a different unit.

WHAT'S IN THE LEASE? PART 3

- Condition of the Property and Maintenance
 - Ensure things are in working condition if not put it in the lease.
 - Who takes care of yard maintenance. Ex. Yard, AC, Lighting, exterminators.
- Repairs
 - What is the LL responsible for? Ex. Plumbing, major appliances, AC, water heater.
 - What is the Tenant's responsibilities? Ex. Keeping the unit clean, operate appliances in a reasonable manner.
- Tenant's Obligations Upon Vacating
 - Notice, Repair any damages to the walls, carpet cleaning, repair other damages caused by the Tenant.
 - You want your sec. dep. back.
- Early Termination Clause
 - Make sure it is clear what the penalties are.
- Damage to Premises Clause
- Access to the Unit
 - LL must give reasonable notice. 24-hour notice and between the hours of 7:30 AM – 8PM
 - In case of an emergency
- Signature of both LL and Tenant(s)

FLORIDA EVICTIONS

THE EVICTION PROCESS



REASONS FOR EVICTION

Tenant

Tenant fails to pay rent

Tenant

Tenant did not follow a lease term
• Ex: No Pets

Tenant

Tenant did not maintain the unit according to the minimum standard set by Florida law
• Ex: Garbage left in an unsanitary manner

**LANDLORDS
MUST NOT:**

1. Remove Tenant's doors

2. Lock the Tenant out of the unit

3. Interfere with utilities

4. Self-Help is not allowed in Florida

THE EVICTION PROCESS

Notice

The Complaint

Service of Process

Court Hearing

Writ of Possession

NOTICE REQUIREMENT



3-day notice: non-payment of rent

Legally, the notice must contain the exact rent amount due

Given 3 days to pay (does not include weekends and holidays)

Notice must state that if rent is not paid w/i 3 days their tenancy is terminated

If rent is not paid LL may start the eviction process.



7-day notice: 2 types

Notice of Lease violation w/ chance to cure

“Unconditional Quit” uncorrectable lease violation



Giving notice to the Tenant:

Hand delivered

Mailed

Posting a conspicuous or hard to ignore copy at the residence.

Judges will require some proof that the Tenant received notice.

THE COMPLAINT



Complaint for Eviction

LL's information
Location of the property
The Tenant's violation
A specific request for eviction
Copy of the Lease + Notice sent to Tenant



Summons- is notice sent to the Tenant informing them of the complaint

This is not the same as the notice of eviction.



Non-Military Affidavit- certifies that the Tenant is not military on active duty



A double-stamped addressed envelope for each Tenant on the Lease



Filing Fees + other fees. \$185+

SERVICE TO TENANT

The county clerk will send the Tenant a copy of the summons and eviction complaint.

A copy of the summons and complaint must also be served on the Tenant in-person.

LL must pay for service of process.
\$30-100

TENANT DEFENSES

LL used self help. Ex. Changed the locks on the door

LL Notice or service of process contained errors. Ex. No date to vacate

Tenant paid late rent in full W/I the 3 days.

Tenant has a legally sufficient reason for not paying the rent. Ex. LL did not repair toilet and it is unusable. Tenant must give LL at least 7 days to repair.

Tenant cured the violation of the lease W/I 7 days.

LL is retaliating against the Tenant for :

- Complaining to an agency that the LL is violating a housing code.
- The tenant organizing a tenant association
- Tenant complaints to LL about unit maintenance.
- The tenant terminating the lease bc of Military deployment

Discrimination: based on race, religion, gender, national origin, familial status (including children under the age of 18 and pregnant women), and disability.

The Tenant must continue paying rent during the eviction proceedings held by the court registry.

COURT HEARING

Once the Tenant has been personally served, the Tenant has 5 days to file a response in writing to the county clerk's office.

- i. A hearing will be set in front of a judge to hear the eviction case.
- ii. LL must physically appear for the hearing.
- iii. The judge will issue a legal judgement to be filed with the clerk's office.
- iv. The Clerk's office will issue a Writ of Possession.

If the Tenant **does not** file a response, the LL may file a default judgement and a hearing will be set.

- i. At the hearing, the judge will issue a judgement awarding the LL possession if all LL paperwork is in order.
- ii. A Writ of Possession will be issued by the clerk of court.

WRIT OF POSSESSION

A legal eviction must be executed by the County Sheriff's Department.

LL pays a Writ service and execution Fee. \$90-\$115

Writ must contain LL full name and contact info.

LL must meet the Sheriff's Deputies at the premises.

Sheriff's deputy must first serve the Tenant with the Writ.

If the Tenant is not available, the Deputy may post it on the premises.

Tenant will have 24 hours to vacate. Sometimes 48-72 hours.

Writ must be executed only during normal business hours.

After the time allotted the Sheriff's Deputy will meet the LL at the premises and will stay until the LL changes the locks and Tenant and Tenant's property is removed from the premises.

EVICTIONS COST \$\$\$ AND TIME



Evictions can cost the LL and the Tenant a significant amount of money and more importantly, time.

LL- Filing fees, attorney fees, if he loses + Tenant's attorney's fees, and loss rent.

Tenant- adverse record, filing fees, attorney's fees, if he loses LL attorney's fees.



It is best to avoid an eviction when possible.



The best way to avoid an eviction is to communicate with the LL.

HOW DOES AN EVICTION SHOW UP ON MY RECORD?

Evictions are public record.

Evictions are generally not reported on a credit reports.

Evictions only show up on credit reports if a LL sends it to a collection agency.

This can be on your credit report for up to 7 years.

If you are denied housing based on a tenant screening report or credit report, you are legally entitled to the report.

It is good practice to find out if you have a collection on your credit report prior to applying for housing.

GETTING AN EVICTION OFF YOUR RECORD



TAKE IT TO COURT- ONLY FOR
WRONGFUL EVICTIONS.



SETTLE YOUR RENTAL DEBT.



CONTACT COLLECTION AGENCY OR LL
TO REQUEST TO HAVE IT REMOVED FROM
YOUR CREDIT REPORT OR TENANT
SCREENING REPORTS. (ONLY AFTER DEBT IS
SETTLED)

END

FOR MORE INFORMATION ON LL/TENANT LAWS SEE FLA. STAT. ANN. CHAPTER 83.

QUESTIONS???