

LANDLORD'S RESPONSIBILITIES AND TENANT RIGHTS

IN BUILDINGS WITH MORE THAN 5 UNITS

- **The City of Daytona Beach does NOT require a rental property license, or make inspections on properties with MORE THAN 5 UNITS.**
- **Only a Business Tax Receipt is required.**
- **City inspection is only done initially when a business tax receipt is obtained.**
- **Regulated and Licensed only by the State of Florida.**
- **The following Florida Statutes outline what a tenant legally has the right to expect:**

The 2016 Florida Statutes Title VI

CIVIL PRACTICE AND PROCEDURE **Chapter 83**

LANDLORD AND TENANT

83.51 Landlord's obligation to maintain premises.— (1) The landlord at all times during the tenancy shall:

1. (a) Comply with the requirements of applicable building, housing, and health codes; or
2. (b) Where there are no applicable building, housing, or health codes, maintain the roofs,

windows, 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. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

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The 2016 Florida Statutes Title VI
CIVIL PRACTICE AND PROCEDURE **Chapter 83**
LANDLORD AND TENANT
(continued)

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for: 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. 2. Locks and keys.

3. 3. The clean and safe condition of common areas.

4. 4. Garbage removal and outside receptacles therefor.

5. 5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards. (c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. [83.59](#).

4. (d) This subsection shall not apply to a mobile home owned by a tenant.

5. (e) Nothing contained in this subsection prohibits the landlord from providing in the rental

agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities. (3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1). (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

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IN BUILDINGS WITH 5 OR FEWER UNITS

In addition to the Florida Statutes listed above, the following requirements are imposed by the City of Daytona Beach.

- **The City of Daytona Beach Rental Property License is required.**
- **City inspections are done on these properties every 2 years.**
- **A fee of is paid every year to keep the rental property license.**
 - **\$90 FOR ONE UNIT including application and inspection fee**
- **To report a violation call (386) 671-5290 or email Hector Garcia at garciiah@codb.us**
- **The following pages outline what a tenant has the right to expect:**

(continued on next page)

**CITY OF DAYTONA BEACH
DEPARTMENT OF DEVELOPMENT SERVICES
PERMIT & LICENSING DIVISION
RENTAL INSPECTION**

Address: _____
Business Name: _____
Phone No.: _____
Units: _____ **Rooms:** _____

Exterior Property Areas:

- Sanitation: All exterior property and premises are maintained in a clean, safe and sanitary condition. (IPMC 302.1)
 - Sidewalks, driveways: Sidewalks, walkways, stairs, driveways, parking spaces and similar areas are kept in proper state of repair and are free from hazardous conditions. (IPMC 302.3)
 - Weeds: Premises and exterior property are free from vines, weeds and plants in excess of 12 inches. (IPMC 302.4)
 - Rodent harborage: Structures and exterior property are kept free from rodent harborage and infestation. (IPMC 302.5)
 - Accessory Structures: Accessory structures, including detached garages, fences and walls are structurally sound and in good repair. (IPMC 302.7)
 - Motor vehicles: Inoperative and unlicensed vehicles shall not be parked, kept or stored on premises nor be in a state of disassembly or disrepair. Painting vehicles is prohibited unless inside approved spray booth. (IPMC 302.8)
- Exterior Conditions:**
- General: The exterior of the structure(s) is maintained in good repair, is structurally sound and sanitary and does not pose a threat to the public health, safety, or welfare. (IPMC 304.1)
 - Protective treatment: All exterior surfaces shall be maintained in good condition. Exterior wood surfaces (other than decay-resistant woods) are protected by painting or other protective covering or treatment. Peeling, flaking, chipped paint will be eliminated and repainted. Joints, doors, and skylights will be kept weather resistant and water tight. Rust and corrosion will be stabilized and coated.(IPMC 304.2)
 - Premises identification: Buildings will have approved address numbers, three (3) inches or taller in height and plainly visible from the street fronting the property. (IPMC 304.3)
 - Structural members: Structural members will be maintained free from deterioration and be capable of safely supporting imposed dead and live loads. (IPMC 304.4)
 - Foundation walls: Foundation walls are maintained plumb and free from cracks and breaks and kept in such condition to prevent the entry of rodents and other pests. (IPMC 304.5)0
 - Exterior walls: Exterior walls will be free from holes, breaks and loose or rotting materials, and maintained weatherproof and Surface coated where required to prevent deterioration. (IPMC 304.6)
 - Roofs and drainage: Roof and flashing will be sound, tight and not have defects that admit rain. Roof drainage will be adequate to prevent dampness or deterioration in walls or interior portion of structure. Drains, gutters, downspouts are maintained in good repair and free from obstructions. Roof water will not be discharged in a manner that creates a nuisance. (IPMC 304.7)
 - Stairways, decks, porches and balconies: Exterior stairways, decks, porches and balconies, and attached appurtenances are maintained structurally sound, in good repair, properly anchored and able to support the imposed loads. (IPMC 304.10)
 - Handrails and guards. Every handrail and guard will be firmly fastened and capable of supporting normally imposed loads and will be maintained in good condition. (IPMC 304.12)
 - Window, skylight and door frames. Every window, skylight, door and frame will be kept in good repair, sound condition and weather tight.(IPMC 304.13)
 - Glazing. All glazing materials are kept free from cracks and holes.(IPMC 304.13.1)
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- Openable windows. Every window other than a fixed window will be easily openable and able to be held in position by window hardware. (IPMC 304.13.2)
- Insect screens. Year-round every door, window and other openings required for ventilation of habitable rooms, food preparation or service areas shall be supplied with tightly fitted screens. (IPMC 304.14)
- Doors. Exterior doors, door assemblies and hardware are maintained in good condition. Locks at entrances to dwelling and sleeping units must tightly secure the lock. Locks on means of egress doors must comply with IPMC section 702.3. (IPMC 304.15)
- Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units must be equipped with devices designed to provide security of occupants and property within. (IPMC 304.18)
- Doors. Doors providing access to a rented/leased dwelling, room or housekeeping unit must be equipped with a deadbolt lock designed to be readily openable from the egress side without need for keys special knowledge or effort. A sliding bolt is not considered an acceptable dead bolt. (IPMC 304.18.1)
- Windows. Window sash locking devices must be provided on operable windows located 6 feet above ground level or walking surface below that provides access to a rented/leased dwelling, room or housekeeping unit. (IPMC 304.18.2)
- Interior Structure:**
 - General: The interior of the structure and the equipment is maintained in good repair, is structurally sound, and in a sanitary condition. (IPMC 305.1)
 - Structural members. Structural members are maintained structurally sound and are capable of supporting the imposed loads. (IPMC 305.2)
 - Interior Surfaces: Interior surfaces in good, clean and sanitary condition with no holes or water damage. (IPMC 305.3)
 - Stairs and walking surfaces. Stairs, ramps, landings, porches, decks or other walking surfaces maintained in sound condition and good repair. (IPMC 305.4)
 - Handrails and guards. Handrails and guards are firmly fastened, maintained in good condition and capable of supporting normally imposed loads. (IPMC 305.5)
 - Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and
- securely attached to jambs headers, or tracks as intended by the manufacturer.
- Handrails and Guardrails:**
 - General. Flights of stairs having more than four risers will have a handrail on one side of the stair, firmly fastened and installed at required heights and locations. Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above nosing of the tread or above the finished floor of the landing or walking surfaces. (IPMC 306.1)
- Rubbish and Garbage:**
 - Accumulation of rubbish or garbage. Interior and exterior are free from any accumulation of rubbish or garbage. (IPMC 306.1)
 - Disposal of garbage. Occupants will dispose of garbage in a clean and sanitary manner by placing in approved facility or container. (IPMC 307.3)
 - Garbage facilities. Owners will provide either a mechanical food waste grinder, incinerator or approved leak-proof, covered, outside garbage container. (IPMC 307.3.1)
- Extermination:**
 - Infestation. All structures will be kept free from insect and rodent infestation. (IPMC 308.1)
 - Owner responsible for extermination prior to renting or leasing structure. (IPMC 308.2)

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- Single occupant of one-family dwelling or of a single-tenant non-residential structure is responsible for premises extermination. (IPMC 308.3)

Light, Ventilation and Occupancy Limitations:

Light:

- Habitable spaces. At least one window facing directly to the outside. Min. glazed area of 8% of floor area. (IPMC 402.1)

Ventilation:

- Habitable spaces. At least one openable window. Openable area equal to at least 45% of minimum glazed area. (IPMC 403.1)
- Bathrooms and toilet rooms. Must meet requirements of IPMC section 403.1 or be equipped with mechanical ventilation system. (IPMC 403.2)
- Appliance hood. Must be operational and in sanitary condition. (IPMC 403.4)
- Clothes dryer exhaust. Must be independent of all other systems and exhaust to the outside. (IPMC 403.5)

Occupancy Limitations:

- Minimum room width. Habitable rooms (except kitchens) will be no less than 7 feet in any plan dimensions; kitchens require 36" clear space between counter fronts and appliances or counter fronts and walls. (IPMC 404.2)

- Minimum ceiling heights. Habitable spaces require clear ceiling height of not less than 7 feet. (IPMC 404.3)
- Bedroom and living room requirements. Must comply with IPMC sections 404.4.1 through 404.4.5 as follows: (IPMC 404.4)
 - Room area. Every living room must contain at least 120 square feet and every bedroom must contain at least 70 square feet. (IPMC 404.4.1)
 - Access from bedrooms. Bedrooms must not be the only means of access to other bedrooms or habitable space and must not be the only means of egress from other habitable spaces. (IPMC 404.4.2)
 - Water closet accessibility. Every bedroom must have access to at least one water closet and one lavatory without passing through another bedroom. (IPMC 404.4.3)
 - Prohibited occupancy. Kitchens and non-habitable spaces must not be used for sleeping purposes. (IPMC 404.4.4)
- Overcrowding. The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants. (IPMC 404.5)

Per City of Daytona Beach Land Development Code, Article 2, Section 3.1.-Definitions, Family Dwellings, and City of Daytona Beach Zoning Regulations, Permitted Uses, Article 1, Section 3.1 Sub Section a. through e. the term "family" means one or more persons all living together and related by blood, marriage or legal adoption, and occupying the same unit.

No more than two (2) unrelated persons reside in a Single-family dwelling or duplex that is located in a single-family zone

Plumbing facilities and Fixture Requirements:

Required Facilities:

- Dwelling units. Dwelling units must contain their own shower or bathtub, lavatory, water closet and kitchen sink and must be maintained in a sanitary, safe working condition. (IPMC 502.1)

Toilet Rooms

- Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling. (IPMC 503.1)
- Floor surface. Maintained to be a smooth, hard and nonabsorbent surface and kept in a clean and sanitary condition. (No carpet.) (IPMC 503.4)

Plumbing Systems and Fixtures:

- General. Properly installed and maintained in good working condition; free from obstruction, no leak or defects and in a safe, sanitary and functional condition. (IPMC 504.1)

Water System:

- General. All fixtures properly connected to either a public or approved private water; hot or tempered and cold running water and sufficient volume. (IPMC 505.1)
- Hose bibs shall be protected by an approved permanently attached hose connection vacuum breaker. (IPMC 505.2)
- Supply. Installed and maintained to supply sufficient volume and adequate pressure; free from defects and leaks. (IPMC 505.3)
- Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F. A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters. (IPMC 505.4)

Sanitary Drainage System:

- General. All plumbing fixtures properly connected to either a public sewer or approved private sewage disposal system. (IPMC 506.1)
- Maintenance. Plumbing stack, vents, waste and sewer lines functioning properly and free from obstructions, leaks and defects. (IPMC 506.2)

Mechanical and Electrical Requirements:

Heating Facilities:

- Facilities required. Permanently installed heating facilities shall be provided in structures. (IPMC 602.1)

Mechanical Equipment:

- Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function. (IPMC 603.1)
- Remove combustion products. All fuel-burning equipment and appliances connected to approved chimney or vent. (IPMC 603.2)

Electric Facilities:

- Service. Size and usage of appliances and equipment is basis for determining need for additional facilities in accordance with code. Dwelling units served by three-wire, 120/140 volt single phase electrical service

with rating not less than 60 amperes. (IPMC 604.2)

- Electrical system hazards. If electrical system constitutes hazard to occupants or structure due to inadequate service, improper fusing, insufficient receptacle/lighting outlets, improper wiring or installation, deterioration or damage or similar reasons, official shall require the defects corrected to eliminate the hazard. (IPMC 604.3)

Electrical Equipment:

- Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in safe and approved manner. (IPMC 605.1)
- Receptacles. Habitable space in dwelling contains at least two separate and remote receptacle outlets. Laundry areas contain at least one grounded-type receptacle or receptacle with ground fault circuit interrupter. Each bathroom contains at least one receptacle. Any new bathroom receptacle has ground fault circuit interrupter protection. (IPMC 605.2)
- All bathrooms, kitchen counter areas (12 inches or wider), 210.52 exterior and garage receptacles shall be GFCI protected. (N.E.C. 210.8 & 210.52)
- Luminaires. Public halls, interior stairways, toilet rooms, kitchens, bathrooms, laundry rooms, boiler rooms and furnace rooms

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contain at least one electric luminaire. (IPMC 605.3)

Duct Systems:

- General. Duct systems maintained free of obstructions and capable of performing the required function. (IPMC 607.1)

Fire Safety Requirements:

Means of Egress:

- General. Safe, continuous and unobstructed path of travel is provided from any point in a building or structure to public way. Means of egress complies with Chapter 14 of NFPA 1 – Uniform Fire Code. (IPMC 702.1)
- Aisles. Required width of aisles is in accordance with Section 14.4.1 of NFPA 1 – Uniform Fire Code, and are unobstructed. (IPMC 702.2)
- Locked doors. Means of egress doors are openable from the side from which egress is to be made without need for keys, special knowledge or effort, except where the door hardware conforms as permitted by Section 14.5 of NFPA 1 – Uniform Fire code. (IPMC 702.3)
- Emergency escape openings (windows & doors) must operate from the inside of room without the use of keys or tools. Bars, grills, grates or similar devices must be releasable or removable from the inside without the use of a key, tool or force greater than that required for normal operation of escape and rescue opening. (IPMC 702.4)

Fire Protection Systems:

- General. All systems, devices and equipment to detect a fire, activate an alarm or suppress or control fire maintained in operable condition in accordance with Chapter 13 of the NFPA 1 – Uniform Fire Code. (IPMC 704.1)
- Smoke alarms. Alarms installed and maintained in Group R-2, R-3, R-4, and in dwellings not regulated in Group-R occupancies regardless of occupant load at locations:
 1. On ceiling or wall outside sleeping area(s) in immediate vicinity of bedrooms
 2. In each room used for sleeping purposes
 3. In each story within dwelling unit including basements and cellars. Split levels without intervening door between adjacent levels, a smoke alarm on upper level shall suffice. (IPMC 704.2)
- Power Source. In Group-R and dwellings not regulated as Group-R, single-station smoke alarms receive primary power from bldg wiring provided such wiring has a commercial source & is equipped with battery backup. Smoke alarms emit low battery signal. Wiring is permanent. (IPMC 704.3) Exception: Smoke alarms are permitted solely battery operated in bldgs where there is no construction, no commercial power source & alterations or

repairs do not result in the removal of interior wall or ceiling finishes unless there is an attic, crawl space or basement available for wiring.

- Interconnection. Where multiple smoke alarms are required in dwelling units in Group R-2, R-3, R-4 and in dwelling units not regulated as Group-R, smoke alarms interconnect so the activation of one alarm activates all alarms in the unit. (IPMC 704.4) Exception: 1) Interconnection not required in bldgs not undergoing alterations, repairs, or construction of any kind. 2) Smoke alarms in existing areas not required to be interconnected where alterations/repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless an attic, crawl space or basement provides available access for interconnection without removal of interior finishes.

THE FOLLOWING INFORMATION COPIED FROM WWW.FLORIDABAR.ORG

RIGHTS AND DUTIES OF TENANTS

When a person pays rent to live in a house, apartment, condominium or mobile home, the renter becomes a tenant governed by Florida law. It doesn't matter whether payment is made weekly, monthly or at other regular periods. Also, it doesn't matter whether the apartment, house, condominium or mobile home is rented from a private person, a corporation or most governmental units. These facts are true even when there is no written "lease" agreement.

A tenant has certain rights and responsibilities under Florida law. These are specified in the Florida Statutes at Part II, Chapter 83, the Florida Residential Landlord Tenant Act. A tenant in federally subsidized rental housing has rights under federal law, as well. If there is no written lease, these laws regulate the tenant's rights. There may also be a written lease that could affect a tenant's rights. If there is a written lease, it should be carefully reviewed. The Florida Residential Landlord Tenant Act prevails over what the lease says.

A tenant is entitled to the right of private, peaceful possession of the dwelling. Once rented, the dwelling is the tenant's to lawfully use. The landlord may enter the dwelling only in order to inspect the premises or to make necessary or agreed repairs, but then only if he or she first gives the tenant reasonable notice and comes at a convenient time. If an emergency exists, the requirement for notice may be shortened or waived.

The landlord is required to rent a dwelling that is fit to be lived in. It must have working plumbing, hot water and heating, be structurally sound and have reasonable security, including working and locking doors and windows, and it must be free of pests. The landlord must also comply with local health, building and safety codes. If the landlord has to make repairs to make the dwelling fit to live in, the landlord must pay.

If the landlord claims the tenant has violated the rental agreement, he or she must inform the tenant in writing of the specific problem and give the tenant time to correct the problem – even if the problem is nonpayment of rent – before the landlord can go to court to have the tenant removed. Tenants receiving a nonpayment-of-rent notice should be aware that a landlord may accept part of the rent owed and still evict the tenant. Tenants renting condominiums should be aware that, in certain circumstances, the condominium association may demand that the tenant pay his or her rent to the association instead of the landlord. Tenants should consult an attorney in this case. If the tenant commits a serious act endangering the property (such as committing a crime on the premises) or fails to correct a problem after written notice from the landlord, the landlord still must go to court to be permitted to evict the tenant. In any court proceeding, the tenant has the absolute right to be present, argue his or her case and be represented by an attorney.

If the landlord requires the tenant to pay a security deposit, the landlord must preserve the deposit during the tenancy. In addition, the landlord must return the full amount of the deposit within 15 days after the tenant leaves the dwelling or give the tenant written notice of why some or all of it won't be returned within 30 days after the tenant leaves the dwelling. The tenant then has the right to object in writing within 15 days of receipt of the notice. Under some circumstances, the tenant may receive the security deposit plus interest. Before moving out, the tenant must provide the landlord with an address for receipt of the security deposit, or else the tenant may lose the right to object if the landlord claims the right to keep the deposit money.

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The tenant has the right, under certain very aggravated circumstances caused by the landlord's neglect, to withhold rent. This can be done only when the landlord fails to comply with an important responsibility, such as providing a safe and habitable home in compliance with local housing codes. Before rent is withheld, the tenant must give the landlord seven days' written notice of the problem so the landlord can fix it. Even after withholding rent, the tenant should save the money and seek court permission to spend part of it to do what the landlord should have done. If the tenant does not preserve the money and seek court assistance, the tenant may be evicted for nonpayment.

Finally, the tenant has the right to move out. If there is a written lease, the tenant should read the lease closely to see if he or she must give up to 60 days' notice that the tenant does not intend to stay after the lease ends. If there is no written lease, the tenant may move out for no reason by giving written notice of his or her intent to leave no less than seven days before the next rent payment is due, if the rent is paid weekly, or 15 days, if the rent is paid monthly. The tenant may terminate the rental agreement if the landlord has failed to live up to a major obligation, provided the tenant has sent written notice to the landlord seven days before the rent is due (there are some exceptions to the right to move out).

If a landlord loses in court, the landlord may be held liable for any costs and attorney's fees incurred by the tenant. If the tenant loses in court, the tenant may be liable for the landlord's costs and attorney's fees.

A tenant also has responsibilities that, if not observed, can lead to eviction. The tenant must pay the agreed-upon rent and do so on time. The tenant must comply with building, housing and health codes. The tenant must maintain the dwelling without damage, other than ordinary wear and tear, keep the dwelling clean and maintain the plumbing. The tenant must not violate the law or disturb the peace, nor allow guests to do so.

In trying to evict a tenant, a landlord will try to prove the tenant violated a tenant responsibility. However, the landlord may not seek to evict a tenant in retaliation for legitimate complaints about housing conditions to proper authorities. No eviction can occur until the landlord first gives the tenant notice of the problem, and then gets a court order. Without the court order, the landlord has no power to interfere with the tenant. The landlord cannot, for instance, lock a tenant out or cut off a tenant's utilities. A landlord engaging in this type of prohibited practice may be liable to the tenant for damages in the amount of three months' rent or actual damages, whichever is higher. The landlord must get a court order of eviction before interfering with the tenant's occupancy.

If a tenant is served with papers seeking eviction, the tenant should immediately seek legal assistance. The tenant may have legal defenses. For instance, the landlord cannot try to get even with a tenant through eviction when the tenant has not violated tenant responsibilities. To raise defenses in an eviction proceeding, a tenant normally must pay into the court registry past due rent if any is owed and rent that comes due during the proceeding. A tenant who disputes the amount of rent claimed to be due may ask the court to determine the correct amount, but the tenant must show why the amount is wrong. In an eviction proceeding, a tenant has very little time to respond, so quick action is important.

The landlord can never remove the tenant's property or lock the tenant out. Only the sheriff's office may do this, after a Court Order and Writ of Possession.

If you believe you need legal advice, call your attorney. If you do not have an attorney, call The Florida Bar Lawyer Referral Service at (800) 342-8011, or contact a local lawyer referral service or legal aid office.

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RIGHTS AND DUTIES OF LANDLORDS

If you rent a house, apartment, condominium or mobile home to another person, you enter into a legal contract known as a rental agreement. This rental agreement need not be in writing. If the rental agreement is in writing, it is a "lease." This agreement has certain basic conditions specified by law, and you should understand them before you enter into the agreement. As a landlord, you have certain rights; you also have certain duties. Even in the absence of a written lease, the law imposes duties and gives rights to the parties.

Your obvious right as a landlord is to receive rent for the use of the property.

Another important right is to have your property returned to you undamaged at the end of the agreement. It should be returned in the same condition in which it was received, except for ordinary wear and tear.

In return for these rights, it is your duty to provide a home that is safe and meets housing code requirements, and to make reasonable repairs when necessary. The obligations can be limited sometimes under the lease. It is also your duty to respect the tenant's rights. One of the most important of these is the right of peaceful possession. By renting to the tenant, you give that tenant the possession and use of your property free from interference. That means that you may not enter the home frequently, at odd hours or without notice. Rights relating to reasonable inspection are often set forth in a written rental agreement, as well as in Florida law. You have a right to protect your property through inspection, but you must give a reasonable notice of at least 12 hours. You don't have the right to show the property to possible buyers without notice to and agreement of the tenants.

It is unlawful for a landlord to increase a tenant's rent or decrease services to a tenant in a discriminatory manner, or threaten to bring an action for possession or other civil action primarily in retaliation against the tenant. Retaliation may be presumed if it occurs after a tenant has complained about housing conditions. It is also unlawful for a landlord to lock the tenant out, intercept or shut off utilities, water or electric services to the tenant, or remove tenant's property, doors or appliances from the home. A landlord who does this can be ordered to pay a tenant damages in the amount of three months' rent, or actual damages, whichever is greater.

To end the tenancy, if the unit has no written rental agreement or if the lease does not state otherwise and is rented on a month-to-month basis, you must give at least 15 days' notice in writing before the end of any monthly period; a week-to-week rental period requires seven days' notice before the end of any weekly period. Any such notice must be in writing and should be delivered personally to the tenant, but it may be posted at the door if tenant is absent from the premises. If the written rental agreement requires that the tenant give notice of up to 60 days before leaving the unit, the landlord is required to give the tenant the same notice period that there is no intention to renew the lease. Tenants renting a foreclosed home that is sold to a new owner must receive at least 30 days' written notice to vacate the residence after the certificate of title has issued in the foreclosure.

Finally, both the landlord and the tenant have the duty to observe state and local laws concerning the use and condition of the property.

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The basic rights and duties mentioned here apply whether or not the agreement between the landlord and the tenant is in writing. A written agreement is best because it serves as a memorandum of other terms and conditions such as restrictions on the number of adults or children or types of pets to be allowed. And if you wish to provide for lease terms of one year or more, the agreement must be in writing to be enforceable.

If the tenant permanently moves out before the end of the rental term and leaves your property vacant, this usually is considered to be an abandonment of the tenant's rights. The law presumes an abandonment if the tenant is absent for at least 15 days without previously notifying you of an intent to be absent. After abandonment, you may then re-enter the dwelling unit. The rights and remedies often are complex, and you should consider legal advice or assistance.

The situation is more complicated if the tenant seems to have gone away but has left some personal property on the premises or there is a considerable amount of unpaid rent. In such a case, you should consult an attorney before trying to dispose of the tenant's possessions or re-renting the property.

Another complicated problem occurs when a tenant fails to pay the rent or refuses to move out at the end of the rental term. Under these circumstances you may evict the tenant, but only after you have taken the proper legal steps to commence an action for possession according to a very specific timetable. You must serve proper notice or notices on the tenant to terminate this rental agreement. If the tenant ignores these notices, you are next required to file a complaint in court and have the tenant properly served with a summons and complaint. Five business days after the complaint is served, you may request the court to set a date for a hearing. However, if the tenant fails to answer the complaint within the five business days or fails to pay the rent that is due then, you can proceed to eviction without having a hearing first, though you must get a court order before evicting the tenant.

If the tenant disputes the amount of rent that is due, the rent does not have to be deposited at the court and a hearing must be held. If you wish to collect money damages from the tenant, you must wait 20 days to set a hearing on damages. At the hearing, you can ask that the tenant be evicted. If the judge agrees that the tenant has violated the terms of the agreement, a sheriff will serve an eviction notice on the tenant. The tenant now has 24 hours to get out of your property, or the sheriff can return to remove the tenant and supervise the removal of the tenant's belongings. Because these proceedings are so technical, it is wise to have them handled by an attorney. Even if you decide to file the claim yourself in county court, you should have an attorney review the notices you have given and the ways you have served them to make sure you have properly observed all of the necessary requirements of the timetable. A single mistake can result in serious delay in your regaining possession of the property.

Because the landlord/tenant relationship is a legal contract, you should understand its various provisions before you rent your property to anyone. Remember that, as a landlord, you will be required to provide living quarters that are safe and keep them in good repair. Your obligations for repairs can sometimes be limited under the lease. You will have to turn over possession of the property to the tenant, free from unnecessary interference from you. In return, you may collect rent and, on reasonable notice or in cases of emergency, may inspect the property. At the end of the rental term, the property must be returned to you with no damage beyond ordinary wear and tear. The landlord has certain duties to account for or refund tenant deposits upon termination of the tenancy. Many of these basic conditions apply whether or not there is a written agreement.

If you believe you need legal advice, call your attorney. If you do not have an attorney, call The Florida Bar Lawyer Referral Service at (800) 342-8011, or contact a local lawyer referral service or legal aid office.