Renting in Florida

While owning a home has been a goal of most Americans, recent statistics show a significant rise in the number of Americans who choose to rent. According to a 2010 study conducted by the Joint Center for Housing Studies of Harvard University, with homeowner markets stressed, the number of renter households increased by 3.4 million (nearly 10 percent) between 2004 and 2009. Of these the South added the largest number of renter households, posting a 1.2 million increase.

The Florida Department of Agriculture and Consumer Services recognizes that the landlord/tenant relationship can seem complex and intimidating without the proper information. Chapter 83, Part II, Florida Statutes, addresses the rights and responsibilities of both the landlord and the tenant in a rental agreement. The following information briefly summarizes some key aspects of Florida’s Landlord/Tenant Law, but is not intended to provide legal advice. Consumers with specific questions involving their particular situation should consider seeking appropriate legal advice from a licensed attorney and refer to Chapter 83, Part II, Florida Statutes.

Before You Rent

- A tenant is an equal party with the landlord and never has to agree to any rental arrangement. A rental agreement is an agreement to rent property (also known as a lease) and may be either oral or written. Most landlords will provide a written agreement that clearly states all the terms. While the law does recognize oral agreements, they are subject to misunderstandings and can be difficult to enforce.

- A lease signed by a landlord and tenant is a legally binding contract. Before you sign, make sure you thoroughly understand the terms of the agreement. If you DON’T understand, DON’T sign the agreement. There is no grace period allowed for canceling a rental agreement, so once you’ve signed, you are bound to its terms.

- Arrange for a walk-through of the premises to identify any problems that should be fixed BEFORE signing a rental agreement. Keep a copy of your lease for record-keeping purposes, as it may help minimize or eliminate any future disputes.

- While a landlord has the discretion to collect various deposits, as well as some rent in advance, the tenant should be careful about handing over any money unless the decision has been made to move into the unit. A tenant who pays monies in advance, but then decides not to occupy the unit, MAY NOT be entitled to a refund.

During Tenancy

The dwelling is the tenant’s to use as if they owned it and the tenant is entitled to the right of private, peaceful possession of the unit. The landlord may enter the dwelling when necessary at reasonable times (7:30 am to 8:00 pm) with proper notice (12 hours) or at any time under certain conditions, such as when the tenant gives consent or in an emergency.

A tenant also has responsibilities and can be evicted if those responsibilities are not fulfilled. The tenant must pay rent on time and comply with all building, housing and health codes. The tenant must maintain the dwelling without damage, keep the unit clean and maintain the plumbing. The tenant, and their guests, must not violate the law or disturb the peace.

The landlord’s responsibilities depend on the type of rental unit. Unless otherwise agreed in writing, the landlord of a single-family home or duplex must install working smoke detection devices. If the dwelling is not a single-family home or duplex, the landlord must make reasonable provisions for: pest extermination, locks and keys, clean and safe conditions of common areas, garbage removal and outside receptacles, as well as functioning facilities for heat during winter, running water and hot water.

Moving On

If the landlord intends to impose a claim on the security deposit, they must notify the tenant and 30 days of the tenant vacating the premises at the end of the lease. If the notice is not sent as required within the 30 day period, the landlord forfeits the right to impose a claim upon the deposit.

If the landlord fails to do what the law or rental agreement requires, the tenant may be eligible to terminate the agreement without penalty. The tenant must first notify the landlord of the issue(s) in writing, by hand delivery or mail. The landlord will then have seven days from the receipt of the notice to correct the cited issue(s).

When tenants fail to meet their obligations (other than failure to pay rent), a landlord must go through the same process. If tenants do not correct the cited issue(s) within seven days of receiving notice, the landlord may begin the eviction process. 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 has been issued. Keep in mind, the county court for the county in which the property is located has exclusive jurisdiction over landlord/tenant proceedings in Florida. In any court proceeding, the tenant has the absolute right to be present, argue his or her case and be represented by an attorney.

Remember...we’re here to help! For additional information or to file a complaint, contact the Florida Department of Agriculture and Consumer Services at www.800helpfla.com or by calling 1-800-HELP-FLA (435-7352) within Florida, 1-800-FL-AYUDA (352-9832) en Español, or (850) 410-3800 from outside of Florida.