

Nonlawyer Disclosure

Instructions to Licensee: Before completing the next form, you must provide this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in blanks for both landlord and tenant, prepare two separate nonlawyer disclosures and give one to each.)

1. Write your name in the first 5 blank "Name" spaces and sign at the bottom.
2. Ask the landlord or tenant you are assisting to complete the section about their ability to read English, and have them sign.
3. Provide the completed disclosure to the landlord or tenant. Keep a copy of this disclosure and all forms you complete for at least six (6) years.

_____ (Name) has told me that he/she is not a lawyer and therefore cannot provide legal advice, cannot explain what my rights or options are, cannot advise me on how to testify in court, and cannot represent me in court.

According to Rule 10-2.1(b) of the Rules Regulating The Florida Bar, a paralegal is defined as someone who works under the supervision of a Florida Bar member, an out-of-state attorney practicing law in Florida, or a foreign attorney authorized to practice law in Florida, and who carries out specific delegated legal tasks for which the supervising attorney is responsible. Only those meeting this definition may call themselves paralegals. _____
(Name) has informed me that he/she is not a paralegal under this rule and cannot use that title.

_____ (Name) has explained that he/she may only type the factual information I provide into the blanks on the form. Other than typing, _____ (Name) cannot tell me what to write on the form and cannot fill it out for me. However, if I use a form approved by the Florida Supreme Court, _____ (Name) may ask me factual questions in order to complete the blanks and may also explain how to file the form.

Landlord or Tenant:

_____ I can read English.
_____ I cannot read English, but this notice was read to me by _____ (Name) in _____ (Language), which I understand.

Landlord or Tenant signature

Licensee signature

Landlord or Tenant signature

**Residential Lease Agreement for Single Family Home or Duplex
(TERM NOT TO EXCEED ONE YEAR)**

A BOX (☐) OR A BLANK SPACE (____) SHOWS WHERE A SELECTION OR DECISION MUST BE MADE BY THE PARTIES.

THIS LEASE CREATES IMPORTANT LEGAL RESPONSIBILITIES. MANY OF THE RIGHTS AND DUTIES OF BOTH PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THIS ACT IS PROVIDED WITH THIS LEASE.

1. PARTIES.

This lease agreement ("Lease") is made between _____
(name and address of property owner)
("Landlord") and _____
(name(s) of individual(s) renting the property)
("Tenant").

Landlord's Email: _____
Landlord's Phone: _____
Tenant's Email: _____
Tenant's Phone: _____

2. PROPERTY.

The Landlord rents to the Tenant the property located at _____
(street address)
_____ Florida _____
(zip code)

including the following furniture and appliances (list all items; if none, write "none"). For the purposes of this Lease, the property and included items will be referred to as the "Premises":

The Premises may be used only by the Tenant and the following additional occupants:

3. TERM.

This Lease is for a term not longer than twelve (12) months, starting on _____
(month, day, year)
and ending _____

(month, day, year)
(the "Lease Term").

4. RENT, TAXES, AND FEES.

The Tenant agrees to pay total rent of \$_____ (excluding taxes) for the Lease Term. Rent must be paid in advance, either in full or in installments, as outlined below:

☐ In installments. If paid in installments, rent shall be:

☐ Monthly, due on the _____ day of each month (default is the 1st of the month if left blank), in the amount of \$_____ per payment.

☐ OR ☐ Weekly, due on the _____ day of each week (default is Monday if left blank), in the amount of \$_____ per payment.

☐ To be paid in full on _____ in the amount of \$_____.
Tenant must also pay applicable rental taxes in the amount of \$_____ ☐ with each rent payment
☐ with the full lease term rent. Landlord will notify Tenant if the tax amount changes.

Payment Summary

☐ If rent is paid in installments, each installment including taxes will total \$_____, with the full total including taxes being \$_____.

☐ **If rent is paid in full, the total amount including taxes will be \$_____.**

All rental payments shall be made payable to: _____
(name)

at _____ (address)

(If left blank, payments will be made to Landlord at Landlord's address.)

☐ If the tenancy begins on a day other than the first of the month or week, rent will be prorated from _____ (date) through _____ (date) in the amount of \$_____, due on _____ (date).

(For monthly rent, prorate using a 30-day month.)

Tenant must make all rental payments by (check all that apply): ☐ cash ☐ personal check ☐ money order ☐ cashier's check ☐ other _____ (specify). If payment is made by any method other than cash, it is not considered received until the payment instrument clears.

If Tenant pays with a worthless check, Landlord may require that: (1) all future payments be made by ☐ money order, cashier's check, official bank check, or ☐ cash or other (specify) _____, and **(2) a returned check fee of \$_____** (not exceeding the amount allowed under Section 68.065, Florida Statutes) be paid.

5. FUNDS DUE BEFORE MOVE-IN. Tenant must pay \$_____ under this section before moving into the Premises. Tenant will not receive keys or be allowed to occupy the Premises until all required pre-occupancy payments are made. If no specific date is listed below, payment is due prior to move-in. Any payments noted as due after occupancy must be paid accordingly. All payments required under this section shall be made to Landlord at Landlord's address or at:

_____ (name)
 _____ (address)

First ☐ month's ☐ week's rent plus applicable taxes \$_____ due _____
 Prorated rent plus applicable taxes \$_____ due _____
 Advance rent for ☐ month ☐ week plus applicable taxes \$_____ due _____
 Last ☐ month's ☐ week's rent plus applicable taxes \$_____ due _____
 Security deposit \$_____ due _____
 Additional security deposit \$_____ due _____
 Homeowners' association security deposit \$_____ due _____

Pet Deposit _____ \$ _____ due _____

Other _____ **\$** _____ **due** _____

Other _____ \$ _____ due _____

Other _____ \$ _____ due _____

6. LATE FEES

(Complete if applicable) In addition to rent, Tenant will be charged a late fee of \$_____ (If left blank, 4% of the rent). This applies to any rent payment made _____ days after the due date (default: 5 days late if rent is monthly, 1 day late if rent is weekly).

7. PETS AND SMOKING

Unless this box [] is checked or a pet deposit is paid, Tenant is not permitted to keep pets or animals on the Premises. If allowed, only the pets described below are permitted:

(List type, breed, number, and maximum adult weight of pets.)

Unless this box [] is checked, smoking is not allowed inside the Premises.

8. NOTICES

_____ is Landlord's Agent. All notices must be sent to:

☐ **Landlord**

(name)
at

(address)

☐ or Landlord's Agent

(name)
at

(address)

Unless the Landlord gives written notice of a change, all notices of names, addresses, or changes must be delivered either to the Tenant's residence or, if the Tenant specifies in writing, another address. Notices to the Landlord or Landlord's Agent (as specified above) may be sent by U.S. mail or delivered by hand.

Notices to the Tenant must also be sent by U.S. mail or hand-delivered to the Premises. If the Tenant is away, leaving a copy at the Premises is acceptable.

9. UTILITIES

Tenant will pay for all utility services during the Lease Term, including connection charges and deposits, unless specifically provided by Landlord at Landlord's expense (if none, write "NONE"):

_____.

10. MAINTENANCE

The Landlord is responsible for compliance with Section 83.51, Florida Statutes, and for repairs and maintenance of the Premises unless otherwise specified. Indicate below whether responsibility lies with "Landlord" or "Tenant." (If left blank, the Landlord is responsible.)

Item	Responsible Party
Roofs	☐ Landlord ☐ Tenant
Doors	☐ Landlord ☐ Tenant
Windows	☐ Landlord ☐ Tenant

Screens ☐ Landlord ☐
Tenant

Steps ☐ Landlord ☐
Tenant

Porches ☐ Landlord ☐
Tenant

Floors ☐ Landlord ☐
Tenant

Walls ☐ Landlord ☐
Tenant

Foundations ☐ Landlord ☐
Tenant

Exterior walls ☐ Landlord ☐
Tenant

Plumbing ☐ Landlord ☐
Tenant

Structural components ☐ Landlord ☐
Tenant

Locks & keys ☐ Landlord ☐
Tenant

Pest control ☐ Landlord ☐
Tenant

Heating ☐ Landlord ☐
Tenant

Hot water ☐ Landlord ☐
Tenant

Running water ☐ Landlord ☐ Tenant

Cooling ☐ Landlord ☐ Tenant

Smoke detectors ☐ Landlord ☐ Tenant

Electrical system ☐ Landlord ☐ Tenant

Other (specify) _____ ☐ Landlord ☐ Tenant

Additional items:

- Garbage removal/outdoor bins ☐ Landlord ☐ Tenant
- Extermination of rats, mice, roaches, ants, bedbugs ☐ Landlord ☐ Tenant
- Extermination of wood-destroying pests ☐ Landlord ☐ Tenant
- Lawn/shrubbery care ☐ Landlord ☐ Tenant
- Pool maintenance ☐ Landlord ☐ Tenant
- Water treatment ☐ Landlord ☐ Tenant
- Filters (specify) _____ ☐ Landlord ☐ Tenant
- Interior walls ☐ Landlord ☐ Tenant
- Other (specify) _____ ☐ Landlord ☐ Tenant

Tenant must report maintenance and repair needs to:

_____ at _____
(name) (address)

(If blank, Tenant will notify the Landlord at the Landlord's address.)

Phone: _____

11. ASSIGNMENT. Unless this box ☐ is checked, the Tenant may not transfer or sublease any part of the property without first getting written approval from the Landlord.

12. KEYS AND LOCKS. The Landlord will provide the Tenant with:

- ☐ Number of keys to the home
- ☐ Number of mailbox keys
- ☐ Number of garage door openers

If the property is part of a homeowners' association, the Tenant will also receive the following for access to shared facilities:

- ☐ Number of keys to _____
- ☐ Number of remote controls to _____
- ☐ Number of access cards to _____
- ☐ Other (specify) _____

At the end of the lease, all of the items listed above must be returned to _____ (name) at _____ (address). (If blank, they must be returned to the Landlord at the Landlord's address.)

13. LEAD-BASED PAINT. ☐ Check and complete if the property was built before January 1, 1978.

Lead Paint Warning Statement

(Housing provider = Lessor/Landlord. Tenant = Lessee.)

Homes built before 1978 may contain lead-based paint. Paint, chips, and dust from lead can be dangerous, especially to children and pregnant women. Before renting any pre-1978 property, the Landlord must disclose if there is known lead-based paint or lead hazards. The Tenant must also receive the federal pamphlet *Protect Your Family from Lead in Your Home*.

Landlord's Disclosure (initial):

(a) Presence of lead paint or lead hazards (check one):

- ☐ Yes — Lead paint and/or hazards are present (explain): _____
- ☐ No — Landlord has no knowledge of lead paint or hazards.

(b) Reports/records available (check one):

- ☐ Yes — Landlord has shared all available records about lead paint/hazards (list here): _____

- ☐ No — Landlord has no reports or records regarding lead paint/hazards.

Tenant's Acknowledgment (initial):

- ☐ Tenant has received all information listed above.
- ☐ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial):

☐ Agent has informed the Landlord of their duties under 42 U.S.C. 4852d and accepts responsibility for compliance.

Certification of Accuracy

By signing below, all parties confirm that the information provided is true and correct to the best of their knowledge.

Landlord's Signature Date

Tenant's Signature Date

Tenant's Signature Date

Agent's Signature Date

14. SERVICEMEMBER. If the Tenant is serving in the United States Armed Forces on active duty, state active duty, or as a member of the Florida National Guard or United States Reserve Forces, the Tenant has the right to terminate this Lease in accordance with Section 83.682, Florida Statutes. The full provisions of this statute are included in the attachment to this Lease.

15. LANDLORD'S ACCESS TO THE PREMISES. The Landlord's Agent may enter the Premises under the following conditions:

- A. At any time, if necessary, to protect or preserve the Premises.
- B. After giving reasonable notice, at reasonable hours, for the purpose of making repairs to the Premises.
- C. To inspect the Premises; complete required or agreed-upon repairs, improvements, or alterations; provide agreed services; or show the Premises to potential buyers, mortgagees, tenants, contractors, or workers under these situations:
 - (1) with Tenant's consent;
 - (2) in case of emergency;
 - (3) when Tenant unreasonably refuses consent; or
 - (4) if Tenant is absent from the Premises for at least half of a rental installment period. (If rent is paid and Tenant has notified Landlord of their planned absence, Landlord may not enter for non-emergency reasons without consent, except to protect or preserve the property.)

16. HOMEOWNER'S ASSOCIATION. If approval from a Homeowner's Association ("Association") is required for the Tenant, this Lease depends on obtaining that approval. Any application fee charged by the Association shall be paid by ☐ Landlord ☐ Tenant. If approval is not obtained before the Lease start date, either party may cancel the Lease by written notice to the other before approval is granted. If the Lease is canceled, the Tenant will be refunded the deposits outlined in Article 5, if applicable. If the Lease is not canceled, Tenant must abide by all requirements of the Association. Tenant agrees to apply promptly for approval and to comply with the Association's rules. Any security deposit required by the Association shall be paid by either Landlord or Tenant, as applicable.

17. USE OF THE PREMISES. The Premises may only be used for residential purposes. Tenant has the right to exclusive use and quiet enjoyment. Tenant must comply with all applicable laws, rules, regulations, ordinances, and any covenants or homeowner's association rules affecting the property. Tenant may not damage, deface, remove, or impair any part of the Premises, nor allow anyone else to

do so. Pets are not allowed without the Landlord's approval, except for service animals or emotional support animals, which are permitted unless the property is a condominium. Tenant may not make alterations or improvements without Landlord's consent. If consent is given, Tenant must remove them at their own cost before the Lease ends and repair any resulting damage. Any improvements not removed will become the property of the Landlord. Tenant may not sublease or assign the Lease without Landlord's consent, which will not be unreasonably withheld, unless doing so increases the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

A. Tenant assumes all risk of loss or damage at the Premises and is responsible for any injury or damage caused by Tenant's own negligence or willful actions.

B. Tenant is encouraged to carry insurance for personal belongings and liability.

19. PROHIBITED ACTS BY LANDLORD. Landlord is restricted from certain actions as outlined in Section 83.67, Florida Statutes, which is included in the attachment to this Lease.

20. DAMAGE OR DESTRUCTION. If the Premises are damaged or destroyed (except by Tenant's negligence or wrongful actions, or that of guests with Tenant's consent) to the point where use is significantly impaired, Tenant may cancel the Lease by providing written notice within seven (7) days of the incident. The Landlord must promptly repair and restore the Premises. If the Tenant vacates, they owe no rent after leaving. If Tenant stays, rent will be reduced proportionally to the unusable portion of the Premises. If the damage is due to Tenant's negligence or wrongful acts, Landlord may recover repair costs and the fair rental value, to the extent not covered by insurance.

21. DEFAULTS AND REMEDIES. If either party fails to fulfill their Lease obligations, or if a determination is needed regarding a default, the Florida Residential Landlord and Tenant Act (Chapter 83, Part II, Florida Statutes) will govern. A copy of the relevant Act is attached to this Lease.

22. LIENS. THE LANDLORD'S INTEREST SHALL NOT BE SUBJECT TO ANY LIENS FOR IMPROVEMENTS MADE BY TENANT, in accordance with Section 713.10, Florida Statutes. Tenant must inform any contractors or workers performing improvements that liens may not attach to Landlord's interest in the Premises.

24. RENEWAL/EXTENSION. The Lease may only be renewed or extended through a written agreement signed by both Landlord and Tenant. The total duration of the original Lease Term plus any renewal or extension cannot exceed one year. A new lease is required for terms longer than one year.

25. TENANT'S TELEPHONE NUMBER. Within 5 business days of obtaining phone service at the Premises, Tenant must provide Landlord with written notice of their telephone number.

26. ATTORNEY'S FEES. In any legal action to enforce this Lease or applicable law, the prevailing party may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

27. MISCELLANEOUS.

A. Time is a critical factor for both parties' obligations under this Lease.

B. This Lease is binding on and benefits the heirs, representatives, successors, and permitted assigns of both Landlord and Tenant, subject to assignment and subletting restrictions. Singular words include

plural, and either gender applies to all genders.

C. Section headings are included for clarity only and cannot be modified orally.

D. Tenant may not assign or give up the Premises without Landlord's written consent.

E. All matters relating to meaning, enforcement, validity, and effect of this Lease shall be governed by Florida law.

F. Faxed or electronic copies of this Lease and signatures shall be treated as originals.

G. As required by law, Landlord provides this disclosure: "**RADON GAS.**" Radon is a naturally occurring radioactive gas. At high levels, it may pose health risks to individuals exposed over time. Elevated levels above federal and state guidelines have been found in Florida buildings. For more information, contact your county health department.

28. BROKERS' COMMISSION. ☐ Check and complete if applicable. The brokerage companies listed below will be paid the stated commission by ☐ Landlord ☐ Tenant for securing a tenant for this Lease.

Real Estate Licensee _____
Real Estate Brokerage Company _____
Commission _____

Real Estate Licensee _____
Real Estate Brokerage Company _____
Commission _____

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX ____ FOR THE FOLLOWING TO APPLY. BY SIGNING THIS LEASE, TENANT AGREES THAT IF THE UNIT IS SURRENDERED, ABANDONED, OR REPOSSESSED DUE TO THE DEATH OF THE LAST REMAINING TENANT (AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES), THE LANDLORD IS NOT LIABLE OR RESPONSIBLE FOR STORING OR DISPOSING OF TENANT'S PERSONAL PROPERTY.

The Lease has been signed by the parties on the dates shown below.

Landlord's Signature _____ Date _____
Landlord's Signature _____ Date _____
Landlord's Signature _____ Date _____

Tenant's Signature _____ Date _____
Tenant's Signature _____ Date _____
Tenant's Signature _____ Date _____

This form was prepared with the assistance of:

Name _____
Title _____

Telephone Number _____

Early Termination Fee / Liquidated Damages Addendum

☐ I agree, as outlined in the rental agreement, to pay \$_____ (not to exceed the equivalent of two months' rent) as liquidated damages or an early termination fee if I choose to end the rental agreement. In this case, the landlord waives the right to claim rent beyond the month in which possession of the

property is regained.

☐ I do not agree to pay liquidated damages or an early termination fee and understand that the landlord may pursue damages in accordance with the law.

Landlord's Signature

Date

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Florida Residential Landlord and Tenant Act

RESIDENTIAL TENANCIES

83.40 Title.

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- 83.683 **Servicemember rental applications.**

****83.40 Title.—****This part shall be cited as the *“Florida Residential Landlord and Tenant Act.”*
History.—s. 2, ch. 73-330.

****83.41 Scope of application.—****This part applies to the rental of any dwelling unit.
History.—s. 2, ch. 73-330; s. 22, ch. 82-66.

****83.42 Exemptions.—****This section does not apply to:

- (1) Housing or detention in a facility, public or private, when such housing is connected to medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, s. 400.0255 is the sole procedure for transfers and discharges.
- (2) Occupancy under a purchase contract of a dwelling or its property when the occupant is the buyer or someone who inherits the buyer's interest. Such contracts remain governed by Chapter 697.
- (3) Short-term stays in hotels, motels, condos, rooming houses, or other lodging establishments, or short-term stays in a mobile home park.
- (4) Occupancy by someone who holds a proprietary lease in a co-op apartment.
- (5) Occupancy by the owner of a condo unit.

History.—s. 2, ch. 73-330; s. 49, ch. 2012-160; s. 1, ch. 2013-136.

****83.425 State authority (preemption).—****The regulation of residential leases, landlord-tenant matters, and related issues under this part is under state authority only. This section overrides any local government rules covering areas regulated by this part, including tenant screening, deposits, rental applications and related fees, rental terms, landlord and tenant duties, disclosure requirements, and other rights and responsibilities. Local governments may still enforce the Florida Building Code, the Florida Fire Prevention Code (ss. 553.73 and 633.202), and regulate areas outside the scope of this law.

History.—s. 1, ch. 2023-300.

****83.43 Key definitions.—****As used in this section, the following terms shall have the stated meanings unless the context clearly indicates otherwise:

(1) “Building, housing, and health codes” refers to any law, ordinance, or government rule concerning health, safety, sanitation, or livability that applies to the construction, upkeep, operation, use, or appearance of any housing unit.

(2) “Dwelling unit” means:

(A) Any structure or part of a structure rented as a home, residence, or sleeping place for one person or two or more people living together as a household, or

(B) A mobile home or the land where the mobile home sits.

(3) “Rental agreement” includes all written or verbal agreements, along with valid rules and regulations made under section 83.45, that set the terms and conditions for using and living in a rental unit.

(4) “Premises” refers to the rental unit, the building it is part of, or a mobile home lot, along with the related grounds, facilities, and common areas available for tenant use.

(5) “Rent” is the payment (usually money, but not always) made by the tenant to the landlord on a regular basis.

(6) “Rental deposit” means any money the landlord holds as security for following the rental agreement. This can include damage deposits, advance rent, pet deposits, or any agreed-upon deposit, whether written or verbal.

(7) “Rental period” is the time frame in which rent must be paid under the agreement—weekly, monthly, or another set period.

(8) “Advance rent” means money paid to cover future rental periods, but does not include rent already paid for the current period.

(9) “Transient occupancy” is when both parties intend the stay to be temporary.

(10) “Deposit money” means any funds held by the landlord on the tenant’s behalf, including damage deposits, security deposits, advance rent, pet deposits, or any other agreed deposit.

(11) “Rent concession” means any value or benefit the tenant receives without paying rent for it, whether given as part of signing a rental agreement or otherwise.

(12) “Legal holiday” refers to holidays officially recognized by the court clerk.

(13) “Period of the lease” is the length of time the rental agreement is valid and enforceable.

(14) “Termination of tenancy” means ending the rental agreement by either the landlord or tenant according to the lease terms or this law.

(15) “Tenant” is anyone legally allowed to live in a rental unit under a rental agreement.

(16) “Landlord” is the property owner or lessor of the rental unit.

(17) “Dispossessory action” is when a landlord takes legal action to remove a tenant and regain possession of the unit.

(18) “Default” means failure to meet an obligation under the rental agreement or this law.

(19) “Charges associated with a rental agreement” include rent, deposits, or any other amounts due under the lease or this law.

83.44 – Duty of Good Faith

Every rental agreement or duty under this law requires both parties to act in good faith when carrying out or enforcing it.

History—s. 2, ch. 73-330.

83.45 – Unconscionable Rental Agreement or Provision

1. If a court decides that a rental agreement—or part of it—was unfair (“unconscionable”) when made, it may:
 - Refuse to enforce the entire agreement,
 - Enforce the agreement without the unfair part, or
 - Limit the unfair part so the result is not unjust.
2. If unconscionability is raised or appears to the court, both parties must be given a fair chance to present evidence about its meaning, purpose, effect, and fairness.

History—s. 2, ch. 73-330.

83.46 – Rent; Tenancy Length

1. Unless otherwise agreed, rent is due without notice at the start of each rental period:
 - Year-to-year: payable monthly.
 - Quarter-to-quarter: payable monthly.
 - Month-to-month: payable monthly.

- Week-to-week: payable weekly.
- 2. If no lease duration is stated, the tenancy lasts according to the rent payment schedule.
- 3. If the lease term is longer than one year, it must be in writing to be valid.
- 4. If not specified, the tenancy is “at will”:
 - Monthly rent = month-to-month tenancy.
 - Weekly rent = week-to-week tenancy.
- 5. If a tenant dies while rent is current, either the landlord or the tenant’s personal representative may end the agreement. The landlord cannot accelerate rent for the remainder of the term.
- 6. If terminated due to a tenant’s death, the tenant’s estate owes no rent after termination. The landlord must refund deposits and advance rent under s. 83.49 and work with the tenant’s representative to remove belongings.
- 7. For leases made after June 30, 1984, in apartment complexes:
 - (a) Active-duty military members (including National Guard or Reserves) who receive permanent change-of-station orders or deployment for over 60 days may terminate the lease by giving the landlord a copy of the orders or official verification.
 - (b) Upon termination, the tenant is released from paying future rent and other obligations under the lease.
 - (c) Tenants owe no rent or damages for properly terminating under this rule.
 - (d) This applies only to leases entered into after June 30, 1984.

History—s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 – Prohibited Lease Provisions

Any lease term is void and unenforceable if it:

1. Waives or removes tenant or landlord rights, remedies, or requirements under this law.
 2. Limits or removes the legal liability of either the landlord or tenant.
-

Attorney Fees

If either party takes legal action to enforce the rental agreement or this section of the law, the party who wins the case is entitled to recover reasonable attorney's fees and court costs from the losing party. This right cannot be waived in a rental agreement. However, attorneys' fees cannot be awarded in lawsuits for personal injury damages based on a landlord's failure to maintain the property.

Security Deposits and Advance Rent

1. How the landlord must handle your deposit or advance rent:

When a tenant pays a security deposit or advance rent (other than for the immediate next rental period), the landlord must do one of the following:

- **(a)** Hold the money in a separate, non-interest-bearing account in a Florida bank for the benefit of the tenant;
- **(b)** Hold the money in a separate, interest-bearing account in a Florida bank for the tenant's benefit. In this case, the tenant is entitled to at least 75% of the average annual interest earned or a flat 5% simple interest—whichever the landlord chooses. The landlord cannot mix these funds with personal funds or use them before they are due; or
- **(c)** Post a surety bond with the county clerk (or Secretary of State if the landlord operates in 5+ counties). The bond must equal the total of all deposits held (up to \$50,000 locally, or \$250,000 statewide). The landlord must also pay the tenant 5% simple interest annually on the deposit.

2. Written notice required:

Within 30 days of receiving the deposit or advance rent, the landlord must provide the tenant with a written notice that includes:

- The name and address of the bank holding the money (or a statement that a surety bond has been posted).
 - Whether the tenant will receive interest on the deposit.
 - A copy of the tenant's rights under this law (see subsection 3 below).
 - The notice must be mailed or delivered in person. If the landlord later changes how or where the money is held, they must notify the tenant within 30 days.
-

Required Tenant Disclosure

Your lease requires certain deposits. The landlord may move advance rent into their account as it becomes due without notice.

When you move out, you must provide your new address so the landlord can send you notices about your deposit. Within 30 days of your move-out, the landlord must mail you a notice if they intend to make a claim against your deposit. If you don't respond with an objection within 15 days of receiving the notice, the landlord may keep the claimed amount and must return the balance to you.

- If the landlord fails to send this notice on time, they must return the deposit, but can still sue you for damages later.
- If you don't object to the claim on time, the landlord may keep the amount, but you can still sue later to dispute it.
- It is recommended that you try to resolve disputes informally before suing. Usually, the winning party in a lawsuit will be awarded court costs and attorney's fees, paid by the losing party.

This is only a summary. For complete details of your rights and obligations, see **Part II, Chapter 83, Florida Statutes**.

Disbursement of Funds

- The landlord can use advance rent once the rental period begins, without notifying the tenant.
- For security deposits and other funds, the rules above apply.

(a) When a tenant vacates the property at the end of the lease, if the landlord does not plan to make any deductions from the security deposit, the full deposit must be returned within 15 days. If the landlord does intend to claim part of the deposit, they have 30 days to send a written notice by certified mail to the tenant's last known mailing address, explaining the claim and the amount. The notice must substantially follow this format:

This is a notice of my intent to make a claim for damages in the amount of _____ from your security deposit due to _____. This notice is required by §83.49(3), Florida Statutes. You must respond in writing within 15 days of receiving this notice if you wish to object to this deduction. If you do not respond, I will be allowed to deduct this amount from your deposit. Send objections to (landlord's address).

If the landlord does not provide notice within 30 days, they lose the right to claim against the deposit but may still sue separately for damages.

(b) If the tenant does not object within 15 days of receiving the notice, the landlord may deduct the claimed amount and return the remaining balance within 30 days. If the tenant does not respond on time, they waive the right to dispute the claim.

(c) If either party files a lawsuit to resolve the dispute, the winning party is entitled to court costs and reasonable attorney's fees. The case will be given priority on the court's schedule.

(d) Any individual or licensed business entity operating in Florida—including licensed real estate brokers and associates—who complies with this law is considered to have met all other Florida Statutes regarding security deposits. Enforcement officials will look only to this section for compliance. This section overrides any conflicting laws in Chapter 475 or elsewhere. Attorney's fees and costs awarded under this section are subject to the limits of §475.25(1)(d).

(4) This section does not apply to hotel or motel rentals under Chapter 509 or to situations where rent or deposits are regulated by law or by public agencies, including public housing programs under federal statutes such as sections 202, 221(d)(3) and (5), 236, or 8 of the National Housing Act, except for Section 8(f).

(5) Except in cases where rent is unpaid, landlords may not cut off or interfere with utilities provided to the tenant—such as water, gas, electricity, heating, cooling, elevators, garbage collection, or refrigeration—regardless of who pays for them or controls the account.

(6) If the landlord violates subsection (1), the tenant may either seek possession of the property through court action or end the lease. If the tenant ends the lease, the landlord must return the deposit with interest as provided by law. The tenant may also pursue other legal remedies.

(7) If rental property is sold, the new owner is responsible for all claims on deposits or advance rents paid to the former owner, unless the new owner has a written agreement transferring liability and receives the funds and an accounting from the seller at closing.

(8) Any transfer of the landlord's rights under a rental agreement remains subject to all of the tenant's rights under this law.

(9) The Division of Florida Condominiums, Timeshares, and Mobile Homes, under the Department of Business and Professional Regulation, enforces this section according to §83.50(2)(a).

History — Amended multiple times between 1967 and 2013: s. 2, ch. 67-254; s. 35, ch. 69-106; s. 1, ch. 70-285; s. 3, ch. 72-145; s. 3, ch. 73-330; s. 1, ch. 74-383; s. 3, ch. 74-146; s. 1, ch. 75-133; s. 3, ch. 76-75; s. 2, ch. 77-174; s. 3, ch. 78-135; s. 2, ch. 78-375; s. 3, ch. 79-239; s. 3, ch. 80-299; s. 3, ch. 81-185; s. 1, ch. 82-66; s. 2, ch. 82-66; s. 1, ch. 82-66; s. 2, ch. 83-151; s. 3, ch. 84-202; s. 1, ch. 85-151; s. 3, ch. 88-379; s. 2, ch. 90-140; s. 3, ch. 90-140; s. 3, ch. 92-140; s. 3, ch. 92-318; s. 3, ch. 94-170; s. 3, ch. 95-353; s. 3, ch. 97-94; s. 3, ch. 2001-170; s. 3, ch. 2003-164; s. 3, ch. 2013-136.

83.491 – Fee in Lieu of Security Deposit

(1) A landlord may allow tenants to choose to pay a fee instead of a traditional security deposit.

(a) If tenants are offered the option of paying the deposit in monthly installments, the landlord may also offer the choice of paying a fee instead.

(b) This fee can either be a recurring monthly charge (due with rent) or a one-time fee at the start of the lease. The amount must be agreed upon in writing by both parties.

(c) The fee is nonrefundable and cannot be applied toward rent, damages, or other lease obligations.

(d) The landlord cannot force a tenant to pay a fee instead of a deposit; it is entirely the tenant's decision.

(e) The landlord must give the tenant a written disclosure confirming that the fee is nonrefundable and does not release the tenant from lease obligations.

1. The landlord must give the tenant a detailed list of any unpaid charges, the dates they were due, proof of any claimed damages or repair costs, and a copy of any written objection or response from the tenant when submitting a claim to an insurer.
2. If an insurance company pays a claim made by the landlord and has the right to recover those funds (subrogation), it may pursue the tenant for the amount paid within one year. If the insurer does not pursue the tenant, then:
 - (a) The insurer must give the tenant all documents the landlord provided to support the claim, along with proof of payment made to the landlord for the tenant's portion.
 - (b) The tenant keeps any defenses they would normally have against the landlord.
3. A landlord cannot charge tenants extra fees or surcharges for costs already covered by rent,

damages, or repairs.

4. If a landlord offers a tenant the choice to pay a fee instead of a security deposit, they must provide written notice explaining all of the following:
 - (a) The tenant may choose to pay a security deposit instead of the fee at any time.
 - (b) The tenant may switch from paying the fee to paying a security deposit at any time. The amount of the deposit will either be the one stated in the lease or, if not specified, the same deposit offered to new tenants for a comparable unit at that time.
 - (c) The tenant can choose to pay the deposit in monthly installments if agreed upon with the landlord.
 - (d) Whether or not the landlord keeps the fee as described in (a) and (b).
 - (e) The payment amounts required for each option the landlord provides.
 - (f) The fee is nonrefundable.
 - (g) The fee allows the tenant to move in without paying a traditional security deposit.
 - (h) The fee is not a security deposit and does not cancel the tenant's responsibility to pay rent, fees, or charges for damage beyond normal wear and tear.
 - (i) If the landlord uses part or all of the fee to buy insurance, the tenant is not covered, not a beneficiary of the policy, and still responsible for any rent, fees, or damages.
 - (j) If a tenant refuses to pay the fee instead of a deposit, a separate written agreement must be signed by both landlord and tenant. This agreement must not conflict with sections 83.45 or 83.47 and must be separate from the lease.
 - (k) The fee amount cannot be increased during the lease term.
 - (l) How and when the fee will be collected.
 2. The steps and timelines for paying the security deposit if the tenant defaults on paying the fee, including that timely payment of the deposit will not negatively affect the tenant's credit.
 3. The lease may be ended at any time if the tenant pays the security deposit listed in the agreement.
5. If the tenant defaults on paying the security deposit after switching from the fee, the default will not affect the tenant's credit report.
6. The written agreement described above must also include the following disclosure:

FEE IN LIEU OF SECURITY DEPOSIT

THIS IS NOT A SECURITY DEPOSIT. PAYING THIS FEE DOES NOT RELEASE THE TENANT FROM ANY OBLIGATIONS IN THE LEASE, INCLUDING PAYING RENT ON TIME AND COVERING ANY DAMAGES OR COSTS BEYOND NORMAL WEAR AND TEAR CAUSED BY THE TENANT OR THEIR GUESTS.

THE TENANT MAY END THIS AGREEMENT AT ANY TIME, STOP PAYING THE FEE, AND INSTEAD PAY THE SECURITY DEPOSIT AS ALLOWED UNDER SECTION 83.491, FLORIDA STATUTES.

THIS AGREEMENT IS VOLUNTARY AND ENTERED INTO BY BOTH PARTIES. THE TENANT AGREES TO PAY THE LANDLORD A FEE INSTEAD OF A SECURITY DEPOSIT UNDER SECTION 83.491, FLORIDA STATUTES. IF THE LANDLORD USES ANY PART OF THIS FEE TO PURCHASE INSURANCE, THE TENANT IS NOT INSURED OR COVERED, AND THE INSURANCE DOES NOT REDUCE THE TENANT'S FINANCIAL RESPONSIBILITIES UNDER THE LEASE.

THIS IS A BASIC NOTICE. REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, FOR YOUR FULL LEGAL RIGHTS AND RESPONSIBILITIES.

(5) Instead of a security deposit, a tenant may be required to pay:

- (a) A recurring monthly fee due on the same date as rent; or
- (b) A fee on a payment schedule agreed upon in writing by both landlord and tenant.

(6) An insurance product or surety bond accepted by a landlord is not considered the same as a fee in lieu of a security deposit.

(7) It is up to the landlord whether to offer tenants the option of paying a fee instead of a security deposit. The landlord is not obligated to offer this choice to everyone. However, if the landlord does provide this option, it must be offered fairly to all new tenants renting units on the same property.

(8) This section does not:

- (a) Require a landlord to offer a fee option;
- (b) Prevent a landlord from selling or requiring tenants to purchase insurance or a surety bond; or
- (c) Stop a tenant from being offered or sold such insurance or surety bonds if they comply with state law.

(9) This law applies to rental agreements made or renewed on or after July 1, 2023.

Landlord's Address Disclosure

In addition to any other legal disclosure, the landlord (or authorized agent) must provide in writing, at or before the start of the tenancy, the name and address of the landlord or person allowed to receive legal notices on their behalf. This information remains valid until the tenant is formally notified of changes.

Landlord's Maintenance Duties

(1) The landlord must always:

- (a) Follow applicable building, health, and housing codes; or
- (b) Where no codes exist, keep the structure's roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and other structural elements in good condition, and maintain plumbing in working order. The landlord is not responsible for maintaining a tenant-owned mobile home or similar structure.

(2) Unless agreed otherwise in writing, landlords of units other than single-family homes or duplexes must also:

1. Provide pest control for rats, mice, roaches, ants, termites, and bedbugs. If tenants must vacate for treatment, rent must be reduced accordingly. Temporary relocation may be required for up to 4 days with 7 days' written notice.
2. Provide locks and keys.
3. Keep common areas clean and safe.
4. Provide garbage removal and outdoor receptacles.
5. Provide working heat in winter, running water, and hot water.

(b) For single-family homes and duplexes, the landlord must install working smoke detectors at the start of the lease.

(c) A tenant cannot use the landlord's failure to comply with this section as a defense in an eviction case.

(3) The landlord is not responsible for damage or conditions caused by the tenant, the tenant's family,

or anyone on the property with the tenant's permission.

83.515 Background Screening of Apartment Employees; Employment Disqualification

1. A landlord of a public lodging establishment classified under s. 509.242(1)(a) or (e), or as a non-transient or transient apartment, must require each employee of the establishment to undergo a background screening as a condition of employment.
2. The required background screening must be performed by a consumer reporting agency in accordance with the federal Fair Credit Reporting Act. The screening must include a review of criminal history records and sexual predator/sexual offender registries of all states and the District of Columbia.
3. A landlord may disqualify an individual from employment if the person has been convicted, found guilty, or entered a plea of guilty or no contest, regardless of adjudication, for any of the following offenses:
 - (a) A criminal offense involving disregard for the safety of others, which would be a felony or misdemeanor of the first degree if committed in Florida, or a comparable offense in another state.
 - (b) A criminal offense involving violence or the threat of violence, including but not limited to: murder, sexual battery, robbery, carjacking, home-invasion robbery, and stalking.

83.52 Tenant's Obligation to Maintain Dwelling Unit

The tenant, at all times during the tenancy, shall:

1. Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
2. Keep the part of the premises they occupy clean and sanitary.
3. Dispose of all garbage in a clean and sanitary manner.
4. Keep plumbing fixtures used by them clean and in good repair.
5. Use and operate all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities/appliances in a reasonable manner.
6. Not destroy, deface, damage, impair, or remove any part of the premises or property belonging to the landlord, nor permit any person to do so.
7. Conduct themselves, and require others on the premises with their consent to conduct themselves, in a manner that does not disturb the neighbors' peaceful enjoyment of the premises.

83.53 Landlord's Access to Dwelling Unit

1. The tenant shall not unreasonably withhold consent for the landlord to enter the unit for inspections, repairs, decorations, alterations, or improvements, or to supply services, or exhibit the unit to prospective buyers, tenants, workers, or contractors.
 2. The landlord may enter the unit at reasonable times to protect or preserve the premises. Entry for repair must be done after "reasonable notice" (at least 12 hours before entry) and only between 7:30 a.m. and 8:00 p.m. The landlord may enter without consent in cases of emergency, tenant abandonment, or if otherwise permitted by law.
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83.535 Flotation Bedding Systems; Restrictions on Use

1. A landlord may not prohibit a tenant from using a flotation bedding system as long as it is installed per applicable building codes.
 2. The tenant must carry insurance on the system in an amount sufficient to cover potential damage.
 3. The tenant shall be liable for any damage caused by the system, and the landlord may require proof of insurance.
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83.54 Enforcement of Rights and Duties; Civil Action; Criminal Offenses

Any right or duty declared in this part is enforceable by civil action. Criminal offenses committed under this part may be prosecuted accordingly.

83.55 Right of Action for Damages

If the landlord or tenant fails to comply with their rental agreement or with statutory duties under this part, the injured party may recover damages caused by the noncompliance.

83.56 Termination of Rental Agreement

If either the landlord or tenant materially fails to comply with §83.51 or other material provisions of the rental agreement, the other party may terminate the agreement by written notice.

- If the landlord fails to comply within 7 days after delivery of notice, the tenant may terminate the rental agreement.
- If the tenant fails to comply within 7 days after delivery of notice, the landlord may terminate the agreement.

If a landlord's failure to comply makes the dwelling uninhabitable and cannot be reasonably fixed, the rental agreement may be ended or adjusted as follows:

(a) If the landlord fails to fix the issue and the unit is unlivable, the tenant is not responsible for rent during the time it remains uninhabitable.

(b) If the dwelling is unlivable but the tenant stays, rent will be reduced in proportion to the loss of rental value.

Noncompliance (other than unpaid rent):

(1) If the landlord fails to comply with **s. 83.52** or a major part of the rental agreement (excluding rent payments), the landlord may:

- **If the issue can be corrected**, the tenant must be given written notice identifying the noncompliance and allowed 7 days to fix it. If not corrected, the landlord may terminate the lease. Examples: unauthorized pets, guests, or vehicles; improper parking; or failure to maintain cleanliness. If the same issue happens again within 12 months, the landlord may terminate without giving another chance to fix it.

Sample Notice:

"You are notified that (state noncompliance). You have 7 days from receipt of this notice to correct it, or your lease will be terminated. If this same violation happens again within 12 months, your lease may be terminated without another chance to fix it."

- **If the issue should not be given a chance to be fixed**, the landlord may provide a written notice requiring the tenant to vacate within 7 days. Examples are the same as above. If repeated within 12 months, termination can occur without another notice.

Sample Notice:

"You are notified that (state noncompliance). You must correct this within 7 days, or your lease will be terminated and you must vacate. If this same issue occurs again within 12 months, your tenancy may be terminated without further warning."

Nonpayment of Rent:

(2) If the tenant fails to pay rent and the default continues for 3 business days (excluding weekends and court holidays) after written demand, the landlord may terminate the lease.

Sample Notice:

"You owe me \$_____ for rent of the premises at (address, county), Florida, which you now occupy. Payment or surrender of the property is required within 3 days (excluding weekends and court holidays) from delivery of this notice, by (date)."

(Landlord's name, address, and phone number)

Delivery of Notices:

(3) Written notices must be mailed, hand-delivered, or left at the residence if the tenant is absent. These notice requirements cannot be waived in the rental agreement.

Landlord Acceptance of Rent & Waiver Rules:

(4) If the landlord knowingly accepts rent or performance despite a tenant's violation, the right to terminate or sue for that violation is waived—except for future or continuing violations. Partial rent does not waive the landlord's rights, but if partial rent is accepted after a 3-day notice, the landlord must:

1. Give a receipt stating the balance and due date, OR
 2. Deposit the partial rent into the court registry when filing for eviction, OR
 3. Post a new 3-day notice with the updated balance.
- A tenant who pays the full rent demanded in a 3-day notice cannot be evicted for that specific noncompliance.
 - If the landlord accepts full past-due rent and fees after issuing a 3-day notice, eviction is waived unless both parties agree otherwise in writing.
 - If a tenant violates **s. 83.52(6)** in a way that affects health or safety, the landlord may give a 7-day notice to cure. If not corrected within 7 days, the lease may be terminated.

History:

s. 2, ch. 67-254; s. 23, ch. 73-330; s. 5, ch. 74-104; s. 7, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 97-102; s. 6, ch. 99-6; s. 8, ch. 2013-136.

83.561 Termination of rental agreement upon foreclosure.

1. If a tenant is living in a home that is sold through foreclosure, the buyer named on the certificate of title becomes the new owner but must respect the tenant's rights under this law.
 - **(a)** The tenant can stay in the property for 30 days after receiving a written 30-day termination notice from the new owner.
 - **(b)** The tenant keeps all protections under section 83.67.
 - **(c)** The 30-day termination notice must be in this format:

2. NOTICE TO TENANT OF TERMINATION

Your lease is terminated as of the date this notice is delivered. You must move out within 30 days, on (date). If you don't, I will ask the court for an eviction order. You must keep paying rent during the 30-day period or for any additional time you stay in the property. Rent must be paid to (landlord's name and address) _____.

- **(d)** Delivery of the notice must follow the same process described in section 83.56(4).
- **(e)** If the tenant doesn't move out after the 30-day period, the purchaser can ask the court for a writ of possession, supported by an affidavit showing the notice was delivered. The writ must then be served on the tenant, and it will follow section 83.62.
- **(f)** This law does **not** apply if:
 1. The tenant is the homeowner who lost the property or is their child, spouse, or parent.
 2. The rental agreement wasn't made at fair market value (not an arm's-length transaction).
 3. The rent is far below market value, unless it's reduced because of a federal,

state, or local housing subsidy.

- (g) The buyer at foreclosure does not automatically become the landlord, except for obligations under part (b), unless the buyer agrees to take over the rental agreement that has not yet ended or been terminated.

Ending a Lease Without a Set Term

According to section 83.57, if a rental agreement doesn't specify an exact end date, either party may terminate it with written notice (per 83.56(4)) as follows:

- Year-to-year tenancy: At least 60 days' notice before the end of the year.
- Quarter-to-quarter tenancy: At least 30 days' notice before the end of the quarter.
- Month-to-month tenancy: At least 15 days' notice before the end of the month.
- Week-to-week tenancy: At least 7 days' notice before the end of the week.

Ending a Lease With a Set Term

Section 83.575 allows a lease with a specific end date to include a rule requiring either party to give notice before the lease ends, but:

- The notice period cannot be more than 60 days or less than 30 days.
- If the tenant doesn't give notice, the lease can require them to pay liquidated damages, but only if the landlord also gives written notice at least 15 days before the start of the notice period.
- If the tenant stays past the lease end with the landlord's permission but doesn't give proper notice, they owe an additional month's rent under section 83.57.

Tenant Holding Over

If a tenant stays in the property after the lease ends without the landlord's permission, the landlord can:

- Recover possession through the court under section 83.59.
- Collect double the normal rent for the time the tenant refuses to leave.

Right to Possession

1. If the rental agreement is terminated and the tenant does not vacate, the landlord may recover possession of the unit under this section.
 2. To remove a tenant, the landlord (or their attorney/agent) must file a complaint in the county court where the property is located. The complaint must describe the dwelling and explain the reasons for recovery. Only a licensed attorney may take legal actions beyond filing the complaint. The court must prioritize this case.
 3. The landlord can regain possession of a unit only if:
 - (a) Through a legal action where possession is determined.
 - (b) The tenant has voluntarily given back possession.
 - (c) The tenant has abandoned the unit. If the tenant is absent for half of the rental payment period, abandonment is presumed unless rent is current or the tenant has given written notice of an intended absence.
 - (d) The last tenant has died, rent is unpaid, belongings remain, at least 60 days have passed since death, and the landlord has not been informed in writing about probate or a personal representative. This does not apply to federally subsidized housing programs.
 4. The party that wins the case is entitled to recover court costs.
-

Remedies for Tenant Breach or Early Termination

If the tenant breaks the lease or leaves early and the landlord gains possession, the landlord may:

1. Treat the agreement as ended, retake the property, and release the tenant from further liability.
2. Retake the property for the tenant's account, holding the tenant liable for the difference between the lease rent and the rent the landlord is able to collect. The landlord must make a good-faith effort to re-rent at fair market value.
3. Do nothing and hold the tenant responsible for the ongoing rent.
4. If the lease includes a clause for liquidated damages or an early termination fee:
 - (a) The amount cannot exceed 2 months' rent. The clause must be clearly written in at least 12-point font and initialed by both parties. It must state:
5. *"I agree to pay \$_____ (not more than 2 months' rent) as liquidated damages or an early termination fee if I end the lease early, and the landlord waives the right to additional rent beyond the month they regain possession."*
 - (b) The landlord may also seek damages as allowed by law.
 - (c) This rule does not apply to servicemembers under s. 83.682.

- (d) If liquidated damages are included, the landlord may recover unpaid rent and damages up to the date of surrender. The tenant is not liable for rent after surrender.

Defenses Against Nonpayment or Possession Claims

1. In a case for possession or unpaid rent, tenants may defend themselves by showing:
 - (a) The landlord failed to comply with s. 83.51(1) (e.g., housing, building, or health code violations).
 - (b) The landlord materially violated the lease.
2. However, tenants can only use these defenses if they gave the landlord written notice of the violation at least 7 days before rent was due, stating they would withhold rent. If the landlord does not correct the problem within 7 days, the tenant may withhold rent or use it as a defense.
3. In any possession case, the tenant must pay the claimed rent (or the court-determined amount) into the court registry, along with ongoing rent during the case.
 - Failure to do so results in an absolute waiver of defenses (other than proof of payment), and the landlord will receive an immediate judgment and writ of possession.
4. The court cannot set a mediation or trial date until the tenant complies with the rent deposit requirement. The summons must notify the tenant of this obligation. Failure to comply is an automatic waiver of defenses.

When rent must be deposited into the court registry, the tenant has 5 days (excluding weekends and legal holidays) after being served with eviction papers to comply, unless the court orders otherwise. If the tenant raises defenses other than payment, the landlord is entitled to an immediate default judgment without further hearings if the rent isn't deposited. If the tenant claims the rent amount is wrong, they must provide supporting evidence. Tenants in public housing cannot be evicted for nonpayment without first being informed of their right to a grievance hearing under federal rules. If requested, an eviction case must be paused until that hearing is completed.

History.—s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 89-255; s. 95-147; s. 12, ch. 91-58; s. 12, ch. 91-308; s. 2, ch. 2013-136.

83.61 Disbursement of registry funds

If the tenant deposits rent into the court registry and the landlord faces financial hardship or risk of losing the property, the landlord may ask the court to release all or part of the funds before the case ends. The court will prioritize the case. After a preliminary hearing, the court may grant the landlord part or all of the funds, or move directly to final resolution.

History.—s. 2, ch. 73-330; s. 2, ch. 74-106.

83.62 Returning possession to landlord

(1) If the court rules in favor of the landlord in an eviction, the clerk will issue a writ directing the sheriff to give possession back to the landlord after 24 hours' posted notice (not counting weekends or holidays).

(2)(a) At the time of executing the writ—or anytime after—the landlord or agent may remove any

personal belongings left on the property to or near the property line.

(b) The sheriff may supervise to keep the peace during the lock change and removal. If so, the requesting party must pay the sheriff's hourly rate. Neither the sheriff nor the landlord is responsible for damage, loss, or destruction of property once removed.

History.—s. 2, ch. 73-330; s. 3, ch. 82-66; s. 8, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Authority to grant possession and money judgment

If a landlord sues for eviction due to nonpayment or lease violation, the court will grant possession to the landlord if the tenant has broken the lease. The landlord may only regain possession through:

- (1) A lawsuit where the tenant was served and a judgment entered, or
- (2) The tenant voluntarily surrenders the unit.

Money judgments require valid service of process (personal service, certified/registered mail, or another legal method). After regaining possession, the landlord may request a final judgment for unpaid rent up to that date, including court costs.

History.—s. 1, ch. 75-147; s. 8, ch. 87-195; s. 9, ch. 88-379.

83.63 Casualty damage

If the rental property is damaged or destroyed (not caused by the tenant's negligence or wrongful actions) so that it cannot be reasonably lived in, the tenant may terminate the lease and move out immediately. If only part of the property is unusable, the tenant may remain in the usable portion with reduced rent. If the lease is ended, the landlord must comply with s. 83.49(3).

History.—s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliation by landlord

(1) A landlord cannot retaliate against a tenant by unfairly raising rent, reducing services, or threatening eviction simply because the tenant acted in good faith. Protected tenant actions include:

- (a) Complaining to government officials about possible housing, building, or health code violations.
- (b) Participating in or organizing a tenant group.
- (c) Complaining to the landlord as allowed under s. 83.56(1).
- (d) A servicemember ending a lease under s. 83.682.

(2) Retaliation can be raised as a defense by the tenant in an eviction case.

(3) This does not apply if the tenant acted in bad faith, or if the landlord's violation was mainly caused by the tenant's own negligence or wrongful acts.

(4) To prove retaliation, the tenant must show by greater evidence that the landlord's actions were in response to the tenant's protected activities.

(5) If proven, the tenant may recover damages up to three months' rent (or greater if actual damages are higher), plus court costs and attorney's fees.

(6) This does not prevent landlords from ending a lease for nonpayment of rent or other valid lease violations.

History.—s. 9, ch. 87-195; s. 450, ch. 95-147; s. 3, ch. 2003-7; s. 15, ch. 2013-136.

83.67 Prohibited landlord practices

(1) A landlord may not shut off or interrupt essential utility services (water, heat, electricity, gas, elevator, garbage collection, refrigeration, etc.), whether the bill is in the landlord's name or not.

(2) A landlord may not prevent the tenant from accessing the unit, including changing locks or using devices like bootlocks.

(A) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in the terms of the rental agreement.

(B) A tenant may not be prohibited from displaying one portable, removable, cloth or plastic United

States flag, not larger than 4 ½ feet by 6 feet, in a respectful manner in or on the dwelling unit, regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.67(6). The landlord is not liable for damages caused by a flag displayed in accordance with this subsection. Any United States flag may not infringe upon the space rented by any other tenant.

(C) A landlord of any dwelling unit governed by this part shall not remove the windows, doors, locks, roof, or walls of the unit except for purposes of maintenance, repair, or replacement, and the landlord shall not remove the tenant's personal property from the dwelling unit unless it is lawful.

(D) Upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided in s. 83.59(3)(d), a landlord may remove the tenant's personal property. If provided in the rental agreement or written agreement separate from the rental agreement upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable to the tenant or tenant's estate for storage or disposition of the tenant's personal property. If provided in the rental agreement, there must be a printed or typed statement in capital letters of no less than 12 points on the first page of the rental agreement, clearly stating that the landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation are subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

83.681 Orders to enjoin violations of this part.

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property, may petition the county or circuit court for an injunction to enjoin the tenant from continuing such conduct or for an order of eviction.

(2) The court shall grant the relief requested if the landlord proves by a preponderance of the evidence that:

- (a) The tenant has intentionally damaged or misused the landlord's property; and
- (b) The tenant's conduct is causing irreparable harm.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of the monthly rent under the rental agreement, or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

83.682 Termination of rental agreement by a servicemember.

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with written notice of termination to be effective on the date stated in the notice, which is at least 30 days after the landlord's receipt of the notice, if any of the following criteria apply:

(a) The servicemember is required, pursuant to a permanent change of station order, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty after having leased the premises while on active duty status, and the rental premises are 35 miles or more from the servicemember's home of record prior to entering active duty;

(d) The servicemember receives temporary duty orders, temporary change of station orders, or active duty orders to an area 35 miles or more from the rental premises, provided such orders are for a period exceeding 60 days; or

(e) The servicemember has leased the premises, but prior to taking possession, receives a change of orders to an area 35 miles or more from the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) Upon termination of the rental agreement under this section, the tenant is liable for rent up to the effective date of termination and is not liable for any other rent or damages due to early termination. The tenant is entitled to the return of any prepaid rent and security deposit, subject to lawful deductions.

(4) If a servicemember dies during active duty, an immediate family member or representative may terminate the rental agreement by giving the landlord written notice. Termination is effective 30 days after the landlord receives the notice.

A tenant is not responsible for any additional rent or damages if the tenancy is ended early under this section. Regardless of any other provision, if the tenant ends the rental agreement under this section at least 14 days before moving in, no damages or penalties of any type can be charged.

(5) The rules in this section cannot be waived or changed by agreement between the parties under any circumstances.

History.—s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember.—

(1) If a landlord requires a rental application from a potential tenant before allowing them to live in a unit, the landlord must process the application of a servicemember (as defined in s. 250.01) within 7 days of receiving it. Within that 7-day period, the landlord must notify the servicemember in writing whether the application is approved or denied, and if denied, the reason must be provided. If the landlord does not deny the application within this timeframe, they must lease the unit to the servicemember if all other terms of the application and lease are satisfied.

(2) If a condominium association (chapter 718), cooperative association (chapter 719), or homeowners' association (chapter 720) requires a rental application from a prospective tenant of a unit or parcel, they must also process the application of a servicemember (as defined in s. 250.01) within 7 days of

submission. Within that period, the association must notify the servicemember in writing of approval or denial, and if denied, provide the reason. If no denial is issued on time, the association must permit the unit or parcel owner to lease it to the servicemember, and the landlord must complete the lease if all other terms of the application and lease are satisfied.

(3) These requirements cannot be waived or altered by agreement of the parties under any circumstances.

History.—s. 1, ch. 2016-242.