

**How To Be A
Successful Landlord
In Florida**

*(The Secrets to Avoiding Legal Hassles)**

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* Including an appendix of the 12 most important forms every Landlord should use.

How To Be A Successful Residential

Landlord In Florida

(The secrets to avoiding legal hassles)

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THIS PUBLICATION IS NOT APPLICABLE TO MOBILE HOMES PARKS, MOTELS, HOTELS,
OR OTHER COMMERCIAL RENTALS.

PREFACE

Owning rental property is like walking through a mine field. One false step can be painful. The rules proscribed by the Florida Statutes are complicated and easy to misread. In fact, all of the rules for landlords are not in the Landlord-Tenant Act (Chapter 83 Florida Statutes).

The first step in being a successful landlord takes place the minute the landlord meets a prospective tenant. How the landlord handles that initial meeting will go a long way in determining how successful the landlord-tenant relationship will be since properly selecting a tenant can spell the difference between success and disaster.

The landlord who wants to avoid losing money will learn all of the concepts and legal rules applicable to rentals and use good legal forms that have been crafted by experienced lawyers and tested repeatedly in court. The failure to use the correct form or to fill in the correct form properly can be financially costly.

Losing money is unnecessary.

The wise landlord will learn the information provided in this book and properly use the forms recommended.

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Form No. 1 Application for Lease

Form No. 2 Lease

Form No. 3 Inventory Inspection Sheet

Form No. 4 Rules and Regulations

Form No. 5 Notices of Manner in Which Security Deposit
(or Advance Rent) Is Held

Form No. 6 Notice of Termination of Lease

Form No. 7 Notice of termination of Lease Due to
Noncompliance

- Form No. 8 Three Days' Notice to Pay Rent or
Vacate Premises
- Form No. 9 Notice of Noncompliance with Lease
- Form No. 10 Notice of Claim on Security Deposit
- Form No. 11 Notice of Right to Reclaim Abandoned Property
(worth less than \$500.)
- Form No. 12 Notice of Right to Reclaim Abandoned Property
(worth more than \$500)

I. Introduction

The typical owner of real estate who becomes a landlord by renting out his property is doing so for the purpose of generating an income. The landlord may not expect the income to be in any way substantial and may only hope to have the income pay off the mortgage, taxes, insurance and maintenance for the building. The landlord will be thus realizing a gain through the appreciation of the value of the property over time, as well as the depreciation and other tax benefits that can be realized.

The two major problems that the landlord faces in achieving the previously described gain are: (1) The premises are being rented by a tenant who is not paying rent, and (2) The landlord is compelled to go to court as either a plaintiff bringing an action against a tenant or as a defendant being sued by a tenant.

This brochure is designed to suggest steps the landlord can take to avoid these problems. It also seeks to provide information to the landlord to assist in resolving the other typical problems that face the modern-day landlord.

In the appendix to this brochure are forms that should be utilized by the landlord with regard to every phase of the landlord-tenant relationship. An explanation of the forms and the reasons for their use is provided. In the index to the appendix (page 47) the reader is provided with a text reference for each form. The text provides a thorough explanation of each form specifying the purpose of the form and when its use is applicable.

II. The Landlord/Tenant Relationship

In legal terms, the landlord-tenant relationship is based upon a contract. The agreement between the landlord and tenant with regard to the renting of the landlord's premises is a contractual agreement called a "lease".

Thus, the relationship between the landlord and tenant is going to be defined by the terms of their lease. This gives the landlord, as one of the parties to the lease, significant power to create the kind of relationship he wants to have. Since the landlord is under no obligation to enter into any kind of agreement with a particular tenant, all the landlord need do to prevent the relationship from coming into existence is to refuse to enter into an agreement with the prospective tenant.

Once an agreement is reached between a landlord and tenant, their legal relationship has begun.

This legal relationship can either be a mutually satisfying one that uneventfully ends by an agreement of the parties or it can be a legal nightmare for the landlord full of problems that eventually compel the landlord to go to court to resolve.

It should be understood by the landlord that in a great majority of cases that eventually reach the court the problems that are brought to court to be resolved by a judge or jury could have been avoided if the landlord had taken the proper steps.

III. Selecting the Tenant

The landlord has a significant advantage in the context of a landlord-tenant relationship in that he is allowed to choose the people to whom he wishes to rent his premises. The proper selection of the tenant is the first step in avoiding future problems for the landlord.

Although the landlord is prohibited from refusing to lease a residential facility to a person because of that person's race, religion, sex, age, or national origin; he is not prohibited from refusing to rent to anyone for any other reason. There are many good reasons why a landlord should refuse to lease his premises to a prospective tenant. In order to find out if any of those reasons exist with the applicant who desires to lease the premises, the landlord should endeavor to learn as much about the tenant as he can.

A. Application for Lease

The principal way of gathering information about a prospective tenant is the initial interview and the Application for Lease (Form No. 1). It is very important, however, for the landlord to not only require the tenant to fill out the application, but to verify the information provided by the tenant. As a practical matter, this may require the landlord to compel the tenant to come back the next day so the landlord will have time to make several phone calls or the landlord can ask the tenant to wait and make his phone calls while the tenant is waiting.

The primary information that needs to be confirmed is the

employment of the tenant and any information that can be obtained from the tenant's previous landlord.

The landlord should be very cautious about renting his premises to a tenant with no previous history as a tenant. The landlord is putting himself into a position where he is a guinea pig being tested to find out how the applicant will perform as a tenant for the first time.

One of the primary indications as to how the tenant can be expected to perform his obligations as a tenant is his previous history as a tenant. If necessary, the landlord should make whatever effort is needed, including long-distance phone calls, to speak to the applicant's previous landlord.

To summarize, the landlord who wishes to keep a tenant in his residential facility and hopes to avoid any problems during the lease and, most importantly, hopes to avoid going to court to resolve a dispute with his tenant, should look for the warning signs that will tell him that with a particular applicant those problems are inevitable.

IV. Lease

The lease is a legal term for the agreement between the landlord and the tenant. This agreement can either be in writing or it can be verbal, but, in any event, there is a lease in every landlord-tenant relationship.

The most important consideration with regard to entering a lease agreement is to put it in writing. Many landlords believe that if there is no written document then there is no lease. What they fail to understand is that any agreement between themselves and their tenant, even if oral, is a lease and is enforceable.

The advantages to proving and enforcing a written lease rather than an oral lease are numerous.

- (1) The specific terms of an oral lease are subject to misunderstanding and may be forgotten. A written lease leaves no doubt as to the terms of the agreement and it cannot be forgotten.
- (2) A judge or jury cannot see an oral agreement and must make a decision as to which party wins a lawsuit based upon the believability of the parties.
- (3) An oral agreement typically and understandably leaves out terms or provisions that simply were not talked about by the parties. A written agreement can contain every term or provision a landlord desires to have in the lease.

In negotiating and signing a lease, the landlord has his second best opportunity to determine the likelihood of the applicant creating problems for the landlord. The tenant who insists upon arguing about certain provisions in the lease being offered by the

landlord is more likely to become dissatisfied with other aspects of the landlord-tenant relationship during the time the tenant is living in the landlord's premises. The tenant who is unable to comply with the terms of the landlord's proposed lease with regard to the security deposit or the payment of the last month's rent in advance, should also be expected to be unable to pay his rent in the future.

The lease provides to the landlord an opportunity to "set the rules" for the relationship that is going to exist between the landlord and the tenant. The lease, is in effect, the law. Certainly, that law is supplemented by the State Statutes which prohibit certain provisions in a lease, but for the most part, the landlord can have in his lease agreement any reasonable term that he desires to assist him in pursuing his goals of avoiding problems, and staying out of court.

The important considerations in the use of a lease form are:

- (1) Always have all blanks filled in prior to anyone signing the lease.
- (2) All adult tenants should sign the lease. Do not allow a husband to sign for himself and his wife.
- (3) Do not allow the tenant to move into the rental unit or even give the tenant a key until the lease is signed.
- (4) Do not sign the lease until the tenant pays all funds required to commence the lease term. Avoid the situation where the tenant moves in promising to pay part of the rent or security deposit on his next pay day.
- (5) Give the tenant a copy of the signed lease, the rules and regulations, and the signed inventory inspection sheet.

A. Face Page

The first part of the lease form is called the Face Page and contains blanks to be filled in with the most significant specific terms to be agreed upon by the parties.

1. Lease term:

The lease term indicates either the specific dates when the lease begins and ends, i.e., from September 1, 1986 - January 31, 1987, or it indicates that the lease is of no specific duration but continues on the understanding that it will stop when either party so desires. If the parties do not wish to state a specific date for the commencement and termination, then the blanks should be filled in describing the periods of time for the payment of the rent, i.e., from week to week or from month to month.

The designation of the lease term is a very important consideration for both the landlord and the tenant. Each party's rights and liabilities are to some extent determined as of the date the legal relationship begins and when it ends.

If the lease term is a specific period of time designating dates for the beginning and ending of the lease term, then the tenant is, in effect, agreeing and promising to pay rent for the period of time described by the lease term regardless of whether or not the tenant lives in the leased premises.

Utilizing a specific lease term provides the landlord with a form of insurance that he has a right to collect rent for the entire lease term from the tenant he is renting to. The tenant

is also provided some insurance in that he has a contractual right to live in the leased premises for the entire term of the lease and cannot be evicted by the landlord unless he breaks the lease by failing to live up to his obligations.

The alternative to specifically describing the term of the lease is to indicate that the lease is from week-to-week or month-to-month. This means that the tenant pays his rent on a week-to-week or month-to-month basis on the first day of the week or the first day of the monthly rental period. By utilizing this arrangement, the tenant is not obligated to pay rent for a long period of time and can cancel the lease and all of his obligations by giving the landlord proper notice that he wishes to cancel the lease. Proper notice is defined by Florida Law as seven days' notice prior to the end of any weekly period for a week-to-week tenancy and fifteen days' notice prior to the end of any monthly period for a month-to-month tenancy. The notice requirement provides the landlord with an opportunity to find a new tenant to take the place of the tenant moving out of the leased premises. The tenant who fails to give the proper notice will be obligated to pay rent for an additional week or month depending on the terms of his tenancy.

The landlord who utilizes the week-to-week or month-to-month tenancy rather than a specific lease term is taking certain risks. For one thing, in a transient society such as ours, the landlord cannot count on the tenant providing the notice he is obligated to provide by the Statute and the landlord may without any

notice discover that his rental unit is empty and has been abandoned by the tenant. The landlord will thus have an empty unit providing no income while he attempts to find another tenant. While the law provides that the tenant who leaves without providing notice must pay a penalty, there are of course problems inherent in enforcing that law such as the obvious one of finding the tenant who has abandoned the premises without giving notice or going to the inconvenience and expense of filing suit against the former tenant who may not have the funds to pay even if the litigation is successful. An additional risk to the landlord who utilizes the week-to-week or month-to-month tenancy is that he may not have enough time to find a new tenant after being given notice that the old tenant is leaving.

2. Rent for Entire Lease Term:

The landlord who is utilizing a lease term of specific duration should fill in the Face Page with the amount of rent that will be paid during the entire lease term. The reason for this is that there is another provision in the lease obligating the tenant who breaks the lease by moving out prematurely to pay the landlord at the time he moves out the entire amount of rent that is due for the lease term even though the term of the lease may not be up. For example, if the lease term is from January 10 to August 4 and the entire amount of rent to be paid is \$3,000.00, if the tenant moves out prior to August 4 he will be obligated to pay the landlord the entire amount of rent that is due for the lease term less any sums previously paid. The

landlord is not obligated to wait until the end of the lease term to collect the rent for the entire period.

3. Rental Payment Terms:

Once the amount of rent is determined that is going to be paid for the entire lease term, that amount can be prorated on a weekly or monthly basis and the amount to be paid on the first day of the week or month can be specifically determined and filled in on the Face Page. If the lease term is on a week-to-week or month-to-month basis, then the amount of rent for a week or month can be filled in indicating which day of the week or month the rent should be paid.

4. To Commence Lease Term:

The landlord who wishes to avoid the problem of the empty unit or the even more significant problem of the unit that is being rented but the tenant is not paying rent, should require from the tenant at the time the tenant moves in the rent for not only the first week or month but also the rent for the last week or month, as well as a security deposit.

The receipt by the landlord of rent for the first and last rental payment periods provides the landlord with a certain amount of protection from the possibility of the tenant abandoning the premises prior to the end of the lease term without giving notice to the landlord. Not too many tenants are willing to pay the last month's rent in advance and then abandon the premises without living in the premises for which they have already paid

rent. If the tenant does abandon the premises prior to the end of the lease term and the landlord has already received the rent for the last pay period in advance, then the landlord will have an empty rental unit but at least he will be receiving the rent for one pay-period which will give him an opportunity to find another tenant without a loss of income.

B. Security Deposit

The security deposit is legally defined as any money held by the landlord as security for the performance of the rental agreement, including monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.

In simple terms, the security deposit is a form of insurance paid by the tenant prior to moving into the leased premises. If the tenant fails to comply with the lease and the landlord is damaged as a result of the tenant's failure to comply, then the landlord will be able to make a claim on the security deposit which he already holds.

The landlord who fails to collect a security deposit but is subsequently damaged by the tenant who breaks the lease in some way will still have a remedy but that remedy is to sue the tenant in court asking for a judgment against the tenant to pay for the damages. It is obviously easier to collect compensation for damages by making a claim on money that you already hold than it is to sue the tenant in court.

Prior to explaining the landlord's obligations with regard to the security deposit or advance rent that he receives from the tenant, it should be pointed out that if either the landlord or the tenant

files an action in court with regard to any dispute about the landlord-tenant relationship, the prevailing party in court is entitled to receive not only all court costs but also a reasonable fee for his attorney. The significance of this statutory provision is that the landlord should be extremely careful to comply with all statutory rules regarding the security deposit since any mistake on his part could result in being compelled to come to court and to have to pay not only his own attorney but also the tenant's attorney, as well as any damages.

Now that it has been made clear as to the possible consequences of breaking the lease or otherwise not following the rules, it is time to examine the landlord's obligation with regard to any advance rent or security deposit that he receives. All rules regarding the security deposit paid by the tenant also apply to advance rent. Advance rent is defined as any rent paid for other than the next immediate rental period, which is typically the last rental period.

1. Landlord's Obligation

Any time a landlord accepts advance rent or a security deposit he is obligated by law to do one of three things with the money he receives:

- (a) Deposit the money in a non-interest-bearing account in a Florida banking institution for the benefit of the tenant. If the landlord has more than one tenant, he can deposit each of the tenants' advances or security deposits in the same account. The landlord is prohibited from commingling these funds with any of his own funds or in any way using

these funds until they are actually due him.

- (b) Hold the total amount of all money in a separate interest-bearing account in a Florida banking institution. If the landlord utilizes this option, he will be obligated to pay the tenant 75% of all interest received on the funds or interest at the rate of 5% per year, simple interest, whichever he chooses. Once again, the landlord is prohibited from commingling his money with the tenants' money in this interest-bearing account.
- (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the State as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he holds on behalf of the tenants or \$50,000.00, whichever is less. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5% per year, simple interest.

Any landlord who has more than 4 rental units is obligated to notify the tenant in writing within 30 days of his receipt of the advance rent or security deposit the manner that he has chosen to hold the advance rent or security deposit and the rate of interest if any which the tenant is to receive. This notice must be given in person or by mail to the tenant and must state the name and address of the depository where the advance rent or security deposit is being held, whether the funds are being held in a separate account for the benefit of the tenant or are commingled

with other funds of the landlord, and, if commingled, whether such funds are deposited in an interest-bearing account in a Florida banking institution. The landlord is further obligated to send to the tenant a copy of the Florida law applicable to security deposits.

Form No. 4 in the appendix can be used to satisfy the landlord's statutory obligations with regard to the notice requirement when the landlord places the money in an interest-bearing account.

The landlord is obligated to pay any interest due to the tenant at least once annually. However, no interest is due any tenant who wrongfully terminates his lease agreement prior to the end of the designated rental term.

2. Returning the Security Deposit or Making a Claim

When the term of the lease ends, the landlord has fifteen days to return to the tenant the security deposit together with any interest that is due to the tenant or to give the tenant a written notice by certified mail to the tenant's last known mailing address (which may be the rental unit if the tenant did not leave a forwarding address) of his intention to impose a claim on the deposit and the reason for imposing the claim. The precise wording of the notice to be sent to the tenant imposing a claim is important and Form No. 10 in the appendix will satisfy the statutory requirements.

If the landlord fails to give the required notice within the 30 days period, the landlord forfeits his right to impose any claim upon the security deposit no matter how valid his claim. The tenant may have broken every window in the rental unit requiring their replacement and clearly giving the landlord a valid claim

for damages. However, if the landlord fails to make his claim on the security deposit within 30 days, he forfeits the right to impose a claim upon the funds being held as a security deposit.

It is not at all untypical to find a landlord being sued by a tenant for the return of the tenant's security deposit and the landlord's defense to the tenant's claim is that the tenant destroyed the rental premises in some way. The judge may very well be sympathetic to the landlord whose rented premises have been destroyed, but he must rule in favor of the tenant with regard to the tenant's right to have the security deposit returned to him if the landlord failed to properly send out the notice in time. It is frustrating for a landlord to lose a legal case over the security deposit when clearly the tenant was at fault for damaging the rental unit. What is more frustrating for the landlord is that he must also pay the tenant's attorney's fees.

The landlord may certainly have an additional claim against a tenant who damages his premises, but it must be filed in a separate law suit and the problems of succeeding with a separate law suit against a tenant have already been discussed.

Once the landlord properly mails the claim on the security deposit, the tenant will have 15 days from the receipt of the notice to file an objection. If the tenant fails to give the landlord the notice of his objection within 15 days, the landlord may then deduct the amount of his claim from the security deposit and remit any balance of the deposit to the tenant if there is a balance to be paid. This balance must be sent to the tenant within 30 days after the date that the landlord sent out the notice of his claim on the security deposit.

In some cases, the landlord is not required to send the tenant a notice that he intends to make a claim on the security deposit. A notice is not required if there is a written lease specifying a specific rental term and the tenant vacates or abandons the premises prior to the expiration of the term. Nor is a notice required if a tenant vacates the premises which are the subject of a tenancy from week-to-week, month-to-month, quarter-to-quarter, or year-to-year, if the tenant did not give at least 7 days' notice by certified mail to the landlord prior to vacating or abandoning the premises. The tenant's notice must include his address where he can be reached.

Some courts have held that the certified mail requirement is not necessary if the tenant gave some other notice to the landlord of his intention to vacate the premises and the landlord acknowledges the receipt of that notice.

Since there are circumstances under which the court may excuse the tenant from sending a notice of his intent to vacate the premises, the landlord who wants to minimize the possibility of going to court should utilize the notice form when making any claim upon the security deposit.

V. Inventory Inspection

A very important part of the lease agreement is the inventory inspection sheet (Form No. 3)

One of the problems the landlord must face when the tenant moves out is in preparing the rental unit for the next tenant and repairing any damage done by the previous tenant.

Naturally the landlord wants the previous tenant to pay for any damage he, his family, or his guests did to the rental unit and if the landlord is holding a security deposit the funds will be available to pay for the damages. The problem arises when the tenant argues that the damage existed when he moved in and he should not have to pay for it.

Proper use of the inventory inspection sheet will help to prevent this kind of disagreement. When the tenant signs the lease he should also be required to fill out and sign the inventory inspection sheet. If there are no problems or defects the tenant should be required to write "ok" in the blank following the item described. It is important that the tenant fills in the blanks to help prevent a situation where the tenant argues to the judge that he was required to sign a blank form that the landlord filled in later.

VI. Rules and Regulations

The lease provided in the appendix (Form No. 2) has been prepared using language and terms that will be applicable for most uses. To supplement the lease, a partial set of Rules and Regulations is also provided. The landlord should write in his own Rules and Regulations following the suggested format. If the landlord fails to include in the Rules and Regulations a prohibition of any specific act or behavior he disapproves of, he may be prevented from stopping the tenant from engaging in that activity in the future.

The form provided in the appendix for rules and regulations (Form No. 4) has two significant features. The lease provides that the written rules are incorporated into the lease which allows the landlord to, in effect, modify the lease by adding additional rules with proper notice. The landlord will also be able to utilize a breaking of the rules as a breach of the lease for
eviction purposes.

VII. Landlord's Obligation to Maintain Premises

The Florida Statutes require all landlords in Florida to comply with requirements of any applicable building, housing, and health codes; or if there are no applicable codes, the landlord is obligated to maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition.

The landlord who is renting a single-family home or duplex is permitted to alter or modify these statutory obligations by including in the written lease agreement a provision that the tenant will be held responsible for specified problems.

In addition to these requirements and unless it is otherwise agreed in writing, the landlord of a dwelling unit other than a single-family home or duplex is also obligated to provide for:

- (a) The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bed bugs.
- (b) Locks and keys.
- (c) The clean and safe condition of common areas.
- (d) Garbage removal and outside receptacles therefore.
- (e) Heat during winter, running water, and hot water.

The landlord is certainly permitted to obligate the tenant to pay for any costs or expenses incurred by the landlord for garbage removal, water, fuel or utilities.

The landlord will not be held responsible to the tenant for conditions created or caused by the negligent or wrongful act or

omission of the tenant. If, for example, the tenant fails to adequately clean the interior of the rental unit and the lack of cleanliness attracts mice or roaches, then the tenant can be held responsible for their removal. Likewise, a tenant who keeps as a pet a flea-infested animal cannot obligate the landlord to remove from the rental unit the fleas that the animal brings in.

VIII. Tenant's Obligation to Maintain Premises

The tenant is also obligated to comply with any obligations imposed upon tenants by applicable building, housing and health codes. He is further obligated to keep that part of the premises which he occupies in a clean and sanitary condition, removing all garbage in a clean and sanitary manner. The tenant is also responsible for all plumbing fixtures in the dwelling unit, meaning that the tenant must keep them clean and sanitary and in good repair. Most courts define the tenant's obligation with regard to the repair of plumbing fixtures as that part of the plumbing facility above the pipe-line.

The tenant is also obligated to use and operate all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in a reasonable manner and can be held responsible for any damages as a result of his negligent use.

The tenant is also prohibited from destroying, damaging, impairing or removing any part of the leased premises or property belonging to the landlord or permitting any other person to do so.

The tenant is not only responsible for his own conduct and for the conduct of his family members, but can also be held liable if any other persons on the premises with his consent conduct themselves in a manner which unreasonably disturbs his neighbors or constitutes a breach of the peace.

IX. State Statutes

The Law of Florida regarding residential tenancies is contained in the Florida State Statutes. When writing a lease the landlord is prohibited from including any lease term that requires the tenant to give up any rights provided to him by the State Statutes. It is the State Statutes that require the losing party in any civil action involving a residential tenancy to pay the prevailing party's attorney's fees and court costs.

The State Statutes require that both the landlord and tenant meet specific obligations such as those previously discussed.

Other obligations of the landlord are less well known and present pitfalls that can entrap the unknowing. Examples of such obligations include the requirement that the landlord disclose in writing to the tenant, at or before the commencement of the lease, the address of the landlord or any other person authorized to receive notices from the tenant.

The landlord is also obligated to cure any breach of the lease he is committing or to conform with the obligations listed in Section VII of this book within seven days of receiving a notice from the tenant of the non-compliance. If the landlord fails to cure the non-compliance within seven days, the tenant is permitted to terminate the lease without further notice. This could leave the landlord with an empty rental unit and without recourse against the tenant who vacated the premises prior to the end of the specified lease term.

The landlord is prohibited from refusing to allow the tenant to use a waterbed but may require the tenant to purchase flotation

insurance. The landlord is also prohibited from unreasonably prohibiting the tenant who has a lease of one year or more from installing cable television service. Nor is the landlord allowed to charge the tenant a fee to allow him to utilize cable service.

While a landlord may include any reasonable term in the lease he writes, the court has the statutory authority to refuse to enforce any specific provision of the agreement or the entire agreement if the Judge finds the term or lease unconscionable.

The best feature about the State Statutes is their availability. Any landlord can obtain a copy from either the County Law Librarian or from an attorney's office, and the cost should be under five dollars.

The worst feature about the State Statutes is that they are prone to change. Some years there are no changes at all while other years a new rule may go into effect creating additional obligations for the landlord. The successful landlord will obtain a copy of the current State Statutes and every January will obtain any supplements or changes.

X. Breach of Lease

A. Landlord's Breach

It should be obvious from what has been previously discussed that the penalties to be suffered by the landlord for breaching the lease are significant and the landlord should do everything in his power to avoid breaching the lease. Since the landlord prepares the lease agreement and includes in it only those provisions that he desires, it should be a simple matter for the landlord to comply with those provisions.

There are three typical situations when a landlord is found to be in breach of the lease.

- (1) The landlord fails to meet his statutory obligations to maintain the rental premises.
- (2) The landlord wrongfully attempts to terminate the lease agreement.
- (3) The landlord attempts to utilize a self-help eviction procedure.

Each of these situations will be discussed in turn.

1. Repairs

While it is true that the landlord must comply with the statutory obligations regarding the maintenance of the leased premises, it is also true that the Florida courts have no desire to have landlords and tenants in litigation every time the landlord overlooks a repair that is needed that brings him into noncompliance with the local building code. It is for this reason that the State

Statutes provide that a landlord must first have the opportunity to cure any deficiency and the landlord will be allowed 7 days after the delivery of a written notice by the tenant that a default exists. It should be noted that not only will a landlord's failure to maintain his premises cause him to be in breach of the lease, but the tenant will be allowed to withhold rent until the breach is corrected and the landlord will not be able to recover possession of the premises as a result of the tenant's failure to pay the rent. The key to avoiding a breach of lease in these situations is to respond immediately to any written notice from the tenant of a problem.

2. Termination

A landlord is prohibited from wrongfully terminating a lease. The typical situations that arise are when a landlord attempts to terminate a lease of specific duration prior to the end of the lease term or when a landlord attempts to terminate a lease that does not have a specific duration but he does so improperly.

A lease of a specific term quite simply means that the tenant is entitled to stay in the leased premises until the end of the term so long as the tenant is not in default. The landlord is not permitted to cancel the lease prior to the end of the term for any reason other than the default of the tenant.

When the term of the tenancy is not a specific term but is on a week-to-week or month-to-month basis, then the landlord may terminate the lease and he needs no reason to do so but the termination must be accomplished by providing the tenant the amount of notice required by law. The notice requirements were discussed in Section IV.

3. Eviction

When a tenant has failed to pay his rent or is otherwise in default in some way, the landlord is understandably anxious to regain possession of the leased premises. It is the landlord's desire to remove the tenant and lease the premises to another tenant who will pay the rent or otherwise conform to the lease provisions.

In order to regain possession of the leased premises, the landlord is compelled by law to utilize the summary court procedure rather than effect any self-help remedies. The landlord is prohibited from changing the locks on the doors or in any other way physically removing the tenant and his possessions from the premises without a court order.

The only time a landlord is permitted to obtain possession of the leased premises without a court order is when the tenant has voluntarily surrendered possession of the dwelling unit or when the tenant has abandoned the dwelling unit. The tenant is presumed to have abandoned the leased premises if he has been absent from the dwelling unit for a period of time equal to one-half the time for periodic rental payments and he is behind in the rent. Obviously, this presumption does not apply if the rent is current or if the tenant has notified the landlord, in writing, of an intended absence.

B. Damages To Be Paid By The Landlord To The Tenant

There are three major situations where the landlord may be held liable for damages in favor of the tenant. These are the landlord's failure to make proper repairs, the landlord's wrongful eviction or taking of the tenant's property, and the landlord's negligence.

1. Failure To Make Repairs

If the landlord breaches the lease or the statutory requirements regarding his obligations, then the tenant may be entitled to damages. Certainly, the tenant has a statutory right to withhold rent given the landlord's failure to make proper repairs and so long as the tenant has complied with the statutory requirements of giving the landlord seven days notice, the tenant cannot be evicted for holding rent money.

If the tenant brings an action against the landlord for a reduction of rent due to the landlord's failure to make repairs, the Court will be obligated to examine the overall situation and determine the severity of the violation, the length of time that the condition has existed, and the results of the landlord's efforts to correct the problems. It will not be enough for the landlord to show good intentions if the efforts the landlord made to correct the problems were not successful. Courts have held that a tenant can be entitled to moving expenses in the landlord's failure to make necessary repairs left conditions so severe that the tenant was forced to vacate because the housing situation was unlivable.

Some courts have held that a landlord can be liable for punitive or punishment damages for willful failure to make necessary repairs.

2. Wrongful Eviction/Conversion

Florida law requires a landlord to utilize the courts to evict a tenant from property. Many landlords attempt to utilize self-help remedies by changing the locks on the tenant's door, turning off the power or water, removing the doors or windows, or removing the tenant's personal property. These remedies are not just improper but are illegal and can subject the landlord to damages that he will be required to pay the tenant. It will be no excuse for the landlord to assert that the tenant was months behind on the rent since there is no justification for the utilization of these self-help remedies.

Tenants are permitted to sue the landlord for not only actual damages to their property, but also punitive or punishment damages. In one Florida case a landlord was obligated to pay \$31,000.00 in damages who had converted his tenant's property. In another case, a landlord was required to pay \$5,000.00 in actual damages and \$10,000.00 in punitive damages to a tenant for changing the locks on the tenant's door because the tenant was one month late on the rent.

3. Negligence

Landlords are responsible for damages resulting from dangerous unseen conditions on the property being rented to the tenant. This theory of the law is based upon the fact that the landlord is in a much better position to know about and to prevent these unseen conditions than the tenant. Landlords have been held liable

for negligence in a variety of factual situations. One landlord in Florida was held liable when a tenant sexually abused another tenant's child. The court pointed out that the landlord was on notice of the attacker's strange behavior in the past and should have taken steps to protect other tenants. Other landlords have been held liable for criminal attacks upon the tenants by outsiders in situations where the landlord should have foreseen the possibility of an attack due to criminal activity in the neighborhood or if the tenant had previously complained to the landlord about previous problems.

C. Tenant's Breach

There are two categories of breach committed by the tenant. One is the curable breach and the other is the noncurable breach.

1. Curable Breach

The curable breach is defined as a breach of a lease that can be cured or corrected. Prior to terminating a lease agreement and evicting a tenant for a curable breach, the landlord is required to deliver a written notice to the tenant specifying the breach and indicating that the tenant will be evicted if the breach is not corrected within 7 days from the date the notice is delivered. The notice must have the specific language as required by the Statute and Form No. 9 in the appendix satisfies the statutory requirements. Examples of curable breaches of the lease include permitting unauthorized guests or pets to occupy the leased premises; parking in an unauthorized manner; or failing to keep the premises clean and sanitary.

If a tenant repeats a curable breach of the lease that he had committed within 12 months of the same previous breach and the landlord had complied with the notice requirements regarding the first breach, then the second breach is considered to be non-curable and the tenant need not be given the opportunity to cure.

2. Non-Curable Breach

A non-curable breach is defined as a breach of the lease that is of a nature that the tenant should not be given an opportunity to cure it or it constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation. Examples of the non-curable breach include destruction, damage, or misuse of the landlord's or other tenant's property by intentional act or a subsequent or continued unreasonable disturbance.

In a non-curable breach situation the landlord is permitted to terminate the rental agreement by providing a notice giving the tenant 7 days to vacate the premises. Once again, the notice must contain specific language required by the Florida Statutes and Form No. 7 in the appendix can be utilized for this purpose.

3. Failure To Pay Rent

Technically speaking the failure of the tenant to pay rent is a curable breach of the lease but will be treated in this publication as a different category because the statutory rules with regard to the tenant's failure to pay rent are different than with other curable breaches.

The rationale behind the statutes is once again based on the principle that litigation should be minimized, and this is accomplished by eliminating those cases from coming to court that arise

as a result of the rent check being lost in the mail, the tenant who simply forgets to pay the rent, or the tenant who because of some emergency such as hospitalization is simply unable to physically pay the rent though he has the funds to do so. The means used to avoid these kinds of problems from coming to court is once again, a notice requirement that the landlord is obligated to give to the tenant to remind the tenant that he is breaching the lease and give him an opportunity to cure. In the case of a breach because of the failure to pay rent, however, a 7 days' notice is not required and only a 3 days' notice need be sent by the landlord to the tenant. Once again, the State Statutes require very specific language to be contained in the notice in order for the landlord to comply with his statutory obligations. Form No. 8 in the appendix will satisfy the statutory obligation of the landlord in this regard.

Please note that three full days must pass following delivery of the notice and with all notices, the date of delivery cannot be counted as the first day and Saturdays, Sundays and legal holidays cannot be counted among the three days.

In many jurisdictions, if the 3 days' notice is delivered to the tenant by mail, then the tenant has an additional five days to respond. The 3 days' notice becomes in effect an 8 days' notice.

To avoid the additional delay that would be caused prior to being able to file suit, the wise landlord will always hand-deliver the 3 days' notice, or will post it upon the door of the tenant if the tenant is absent or simply refuses to come to the door.

XI. Eviction

Evicting a tenant from the leased premises means that the landlord must obtain a court order directing the Sheriff of the County where the leased premises are located to physically put the landlord into possession of the leased premises. As a practical matter, this may require the sheriff to break into the leased premises by force and physically remove the tenant and his belongings.

Evictions should be considered the last resort of the landlord if all other efforts to resolve his disagreement with the tenant have failed. Most businessmen and even a majority of civil trial lawyers agree that if it is at all possible a businessman should stay out of court because civil litigation is expensive, time-consuming, and unpredictable. Although a landlord is a businessman, he can create for himself additional expense and trouble by being too hesitant to go to court to enforce his contractual rights. The judicial system in the State of Florida affords a landlord special consideration and utilizes rules and procedures that are designed to respond to a landlord's unique problems.

After the landlord has complied with all the statutory notice obligations and the tenant has failed to correct any curable breaches of the lease within 7 days of the receipt of notice or failed to bring his rent up-to-date within 3 days of the receipt of the notice, the landlord may file suit in County Court to regain possession of his property.

The successful landlord will file his suit in County Court on the first day he is entitled to do so because of the simple fact that every day that goes by while the tenant remains in the leased

premises, the landlord may be losing money. To understand why this is true, it is important to understand how the eviction procedure works:

- (1) The landlord files suit with the County clerk. The clerk has the appropriate forms to be filled out by the landlord. The landlord must pay a filing fee for the clerk and also pay a fee for the sheriff.
- (2) The clerk files the landlord's complaint and sends a copy to the sheriff's office to be served upon the tenant.
- (3) The sheriff's office sends a deputy to the tenant's residence or work address and hand-delivers a copy of the landlord's complaint to the tenant. The sheriff then files an affidavit showing the day and time that the tenant was served.
- (4) The tenant has 5 days from the day he was served to file with the court an answer to the complaint. If the complaint asks for possession due to a failure of the tenant to pay the rent, the tenant is required to pay the rent into the registry of the court, including any rent that accrues during the pendency of the legal proceeding.
- (5) If the tenant fails to answer within 5 days (not including Saturdays, Sundays or holidays or the day the tenant was served) or if the tenant fails to pay the rent into the registry of the court, then a default is entered against the tenant by the clerk's office.
- (6) If a default is entered, the clerk forwards the file to the judge who signs a judgment awarding possession of the

property to the landlord.

- (7) Upon receipt of a judgment for possession, the clerk issues a writ of possession directing the sheriff to place the landlord in possession of the property.
- (8) Upon receipt of the writ of possession, the sheriff serves upon the tenant a notice giving the tenant 24 hours to move out of the leased premises.
- (9) If the tenant has not moved out within 24 hours, the sheriff will physically put the landlord into possession of the leased premises.
- (10) In those situations where a tenant does not default but instead files an answer including the payment of any unpaid rent into the registry of the court, either the court notifies both the landlord and the tenant of the trial date or in some counties the landlord must ask the clerk of the court or the judge's secretary to set a trial date. The landlord may be obligated to notify the tenant of the trial date. The court is obligated by State Statutes to advance the case on its calendar. As a practical matter, the trial usually takes place within 10 days of the date that the tenant files his answer.
- (11) At the trial, the court will listen to both sides and make a decision as to whether or not the landlord is entitled to possession of his property. If the court rules for the landlord, then a judgment will be rendered and once again the clerk will issue a writ of possession to be served by the sheriff. If the court rules for the tenant, then the tenant will be entitled to maintain possession of the property.

In addition to filing an action for possession, the landlord is also entitled to file at the same time an additional claim for money

damages for unpaid rent or for other damages resulting from the tenant's breach of the lease. The claim for money damages is handled separately from the claim for possession and the tenant is allowed 20 days to file an answer to the claim for money damages. If a trial is to be held on that claim, it is typically set approximately 30 days after the date the tenant files his answer. The reason that the claims are handled separately is so that the court can immediately make a decision with regard to the landlord's claim for possession of the premises since the law takes into consideration that the landlord may be losing money on a daily basis by not having possession of his property.

As you can see from the step-by-step procedure involved in regaining possession of the property, the courts of Florida move very quickly to resolve any claims for possession of the property. As quickly as the courts typically address such matters, there is still a significant amount of time that may pass between the date that the tenant is first in breach of his lease and the date that the landlord regains possession of the property as a result of that breach. It should be obvious that the landlord benefits if the amount of time that passes is shorter rather than longer.

A simple example can serve to prove that point:

First day of month:	Rent due.
Second day of month:	Landlord serves 3 days' notice
Seventh day of month:	Landlord files eviction suit.
Tenth day of month:	Sheriff serves tenant copy of suit.
Sixteenth day of month:	A default is entered by the clerk. ¹
Nineteenth day of month:	Sheriff serves tenant with writ of possession giving 24 hours to vacate.
Twentieth day of month:	Sheriff puts landlord into possession of premises.

1. Some jurisdictions will not enter a default until the eleventh day after service upon the tenant to allow five extra days for mailing a response.

Please note that this schedule of events did not take into consideration Saturdays, Sundays, and holidays. Additional time is required to be added to the right to reply by a tenant following service of both the 3 days' notice and the complaint for eviction to take into consideration weekends and holidays and paperwork is not always processed on the same day it is received by the clerk of the court, sheriff or County Court Judge, so in reality approximately 28 days is the minimum amount of time it would take for a landlord to regain possession of leased premises and this is in the case of a default. If trial is set it would take longer.

Please note that in the schedule of events listed the landlord immediately took action as soon as possible when the tenant did not pay the rent on the date it was due and immediately filed suit when three days had elapsed following the notice to the tenant. In reality, many landlords do not take immediate action but in the alternative, talk to the tenants and receives promises from the tenant that the rent will be forthcoming. The tenant may make partial payment or simply put off the landlord until pay day. If the landlord postpones taking immediate action after a default it is easy to see how 30 to 40 days could elapse prior to regaining possession. A delay of this length almost guarantees a financial loss to the landlord.

After the landlord finally regains possession and adds his court costs to the rent he did not receive, he may find that the security deposit is not sufficient to compensate him for his losses.

The key to preventing that situation from arising is to take immediate action at the first opportunity when the tenant breaches the lease and fails to respond to the notice sent to him by the

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The key to preventing that situation from arising is to take immediate action at the first opportunity when the tenant breaches the lease and fails to respond to the notice sent to him by the

landlord. The landlord who wishes to minimize the chance of a tenant costing him money by staying in the rented premises without paying utilizes a lease calling for a tenancy of a specific duration and requires a last month's rent and security deposit in advance. Then, if the tenant fails to pay rent for any month that is due, the landlord will have a full month's rent as well as a security deposit in escrow to be applied towards unpaid rent, court costs and damages.

When a landlord is in possession of a last month's rent in advance and has a lease of specific duration, he can and should immediately evict the tenant who fails to make a monthly payment on the date due. An example would be a lease from March 1 of one year to Feb. 28 of the next, with the year's rent payable in monthly installments on the first day of each month. The landlord has the last month's rent paid in advance as well as a security deposit. The tenancy proceeds without problems for six months but on July 1, when the next monthly payment is due, the tenant informs the landlord that he will be moving out on July 31 and instead of paying rent for the month of July the tenant tells the landlord to apply the last month's rent he is holding for the month of July.

The landlord should send the 3 days' notice on July 1 and proceed to eviction three days later. The landlord is legally entitled to immediate possession of his premises and monetary damages for the rent due for July less the advance rent and security deposit. The key to understanding this analysis is to remember that the last month's rent paid in advance is the rent for Feb. 1 to Feb. 28, which is the last month of the specified term.

A. Collecting Unpaid Rent and Damages

After achieving the primary objective of the eviction process--regaining possession--the landlord may return to court seeking monetary damages for unpaid rent or for damages to the rental unit. If the landlord has a valid claim he will receive from the court a judgment for the amount due. The landlord is also entitled by statute to his reasonable attorney's fees and court costs.

Unfortunately, many landlords discover that the attorney's fees and court costs they incur in obtaining the judgment were spent in vain because the judgment may not be collectable. It is important to understand that a judgment is not a court order to pay that can be enforced by a sentence to jail. A judgment entitles the judgment holder to have the sheriff execute the judgment by taking possession of the property of the debtor and selling it by auction. The proceeds of the sale are paid to the judgment holder to satisfy the judgment. If the judgment debtor cannot be found or if he has no property for the sheriff to take possession of, he is judgment proof and the judgment holder receives nothing.

Prior to any civil action for money damages, the landlord must weigh carefully the cost of the litigation compared to the chance of collecting the judgment sought. The problems encountered in collecting a judgment provide an additional incentive to utilize a lease of a specified term with the last month's rent and a security deposit collected in advance.

B. Measure of Damages

The measure of damages that the landlord will be entitled to upon the breach of the lease by the tenant depends upon several factors.

- (1) The landlord who evicts a tenant and recovers possession of the leased property is entitled to all back rent that is due and owing from the tenant and is also entitled to keep any advance rent paid by the tenant. The landlord is specifically not entitled, however, to future rent that would have been paid during the lease term. By taking back possession of the property from the tenant, the landlord has, in effect, waived any claim to the remaining rent due under the lease term.
- (2) If the Landlord does not evict the tenant and regain possession of the premises, he is entitled to damages from the tenant for back rent, which he can sue for immediately, and for future rent when it becomes due. The distinction in this situation is that the landlord is not taking possession from the tenant and is thus still entitled to payment of rent from the tenant for the remaining portion of the lease term. Obviously, there are inherent risks in utilizing this procedure since the landlord may never collect any judgment he receives against the tenant and to allow the tenant to stay in possession of the premises may be foolhardy.
- (3) The landlord who takes possession of a leased premises as a result of the tenant abandoning those premises that does so in a manner wherein the premises are being taken by the landlord on behalf of the tenant will still be entitled to damages for future rent after they become due. The classic situation that illustrates this point is the tenant who falls behind on their rent and moves

out prior to eviction proceedings being commenced leaves the premises owing not only back rent but rent that would have come due in the future for the remaining portion of the one-year lease term. If the landlord provides adequate notice to the tenant that he is taking the premises on behalf of the tenant and will rent out the premises utilizing any rent gained from future tenants to defray the rent owed by the former tenant and at the end of a lease term if the full amount of rent has not been realized from future tenants, the landlord may bring an action for damages against the former tenant for the remaining amount due.

The landlord must make a business decision as to whether or not he wants to continue a relationship with a former tenant who has moved out or who is simply not paying their rent. I typically advise clients that a better procedure is to simply regain possession of the leased premises and terminate the legal relationship with the former tenant and find a new tenant who will pay their rent in a timely manner.

XII. Security and Safety

The successful landlord must be aware of his possible liability for damages as a result of his tenant being injured on the leased premises. Such injuries can arise as a result of the landlord's not properly keeping the premises in repair when it is his obligation to do so. The landlord can also be held liable if he fails to exercise reasonable care to keep safe the parts of the leased premises over which he reserves control such as: common areas, entrances, halls, stairways, porches, etcetera. If the tenant is injured while using one of these common areas, the landlord can be held liable if the tenant was using the area in the manner for which it was intended to be used. The landlord has an obligation to exercise reasonable care and inspect and repair common areas.

A landlord can also be held liable if he knows or should know that a danger exists in the common areas of a criminal attack upon a tenant by a third person.

The successful landlord will change the locks on any rental unit after a tenant moves out because of the possibility that a former tenant may retain a key or may have copied a key and use it to gain access to the new tenant's rental unit.

A landlord providing a swimming pool for the use of his tenants has an obligation to make it reasonably safe for their use. Some courts have held that the landlord is obligated to provide a means of rescue and resuscitation and there are various state regulations governing the use of swimming pools that can be examined by a court to determine whether or not a landlord provided adequate safety measures.

Although insurance is certainly a necessity to minimize the possible financial loss resulting from a suit against the landlord by his tenant, it should not be relied on completely by a landlord as a means of eliminating all of his personal liability since the possible damages resulting from a landlord breaching his duty to provide safe and secure quarters could very well exceed insurance coverage.

XIII. Abandoned Property

After the tenant has vacated the leased premises, and the landlord has regained possession of the premises, the landlord may find that the tenant has left behind certain personal property.

It does not make any difference whether the landlord regained possession of the property by eviction, by the tenant voluntarily relinquishing possession of the property, or by abandonment, any property left behind by the tenant is considered abandoned property.

When the landlord finds himself in the possession of abandoned property belonging to a former tenant, he is required by law to give written notice to the tenant and to any other person that the landlord reasonably believes to be the owner of the property describing the property and advising the person notified where the property may be claimed. This notice must be personally delivered or sent by first-class mail, postage prepaid, to the person to be notified at his last known address and, if there is reason to believe that the notice sent to that address will not be received by that person, the landlord is also required to deliver to any other address known to the landlord where the person may reasonably be expected to receive the notice.

The notice must also indicate the reasonable cost of storage that will be charged before the tenant may pick up his property and the date by which the property must be claimed.

Once again, the statutory requirements are very specific as to what information must be contained in the notice and Forms 11 and 12 in the appendix meet the statutory requirements.

If the landlord fails to send the proper notice after finding himself in the possession of abandoned property, but instead disposes of the property or converts it to his own use, the landlord can be held liable for monetary damages. By utilizing the notices that are required by the Florida Statutes, the landlord may absolve himself from any liability.

The form and procedure to be utilized with regard to the abandoned property is different depending upon the approximate value of the abandoned property.

If the abandoned property is worth less than \$500.00, Form No. 11 should be sent to the former tenant. If the property is worth more than \$500.00, then Form No. 12 should be sent.

With regard to property worth less than \$500.00 if the tenant does not respond to the notice within 15 days of the notice being mailed or 10 days if it is personally delivered, then the landlord may keep the property, sell it, or destroy it without further notice to the tenant.

If the abandoned property is worth more than \$500.00 and the tenant does not respond in the appropriate time, the landlord is obligated to publish a notice of sale once a week for two consecutive weeks in a newspaper of general circulation where the sale is to be held. The advertisement must include a description of the goods, the name of the former tenant, and the time and place of the sale.

The sale shall take place at least 5 days after the last publication and must be held at the nearest suitable place to that where the personal property is held or stored.

After conducting a competitive bidding sale, the landlord shall dispose of the property to the highest bidder. After deducting the cost of storage, advertising and sale, any balance of the proceeds

XIV. Avoiding the Pitfalls

Inherent in the profession of being a landlord or property manager are certain pitfalls or traps that the successful landlord must avoid.

A. Late Rent: The tenant who does not pay the rent on time is in effect costing the landlord money in terms of interest that could be gained on the rent if it were paid on time and also causing unnecessary tension due to the delay and uncertainty for the landlord. One means of avoiding the tenant who insists on paying the rent after the date it is due, is to provide to the tenant a discount if the rent is paid by a certain date. Utilizing the lease form in the Appendix, under Special Conditions, the lease can indicate that there will be a \$50 discount for the rent that is due each month if it is paid by noon on the first of the month. Consequently when filling out the lease form, it is necessary to adjust the basic rent figure to a higher amount to compensate for the deduction that will be offered to the tenant. The landlord can feel free to advertise the rent at the discounted rate and point out that the rent will be the amount advertised if it is paid by the first of the month and the tenant takes advantage of the discount being offered. This procedure is very much preferable to the "late charges" or "penalties" contained in many leases since many courts find them to be illegal or usurious and fail to enforce them. Property managers who utilize the discount rate procedure typically report that the incidences of late

rent are dramatically reduced.

- B. Avoid the Waste of Time: The first day that the rent is late should be the same day that the three-day notice is delivered to the tenant. Any delay in the delivery of the three-day notice is free time to the tenant who eventually moves out without paying rent that is due. If the tenant catches up his arrearages in rent during the three days, then the landlord must allow the tenant to remain in the premises. If the tenant fails to catch up arrearages within three days, then on the fourth day (not counting Saturdays, Sundays or holidays) the eviction suit should be filed. Any delay in filing the eviction suit is once again free time for the tenant.

Many landlords make the mistake of delaying the process of regaining possession by failing to send out the three-day notice on the first day it can be delivered and by failing to file suit on the first day suit can be filed. They reason that the tenant is promising to catch up his rent on the next pay day and they want to avoid the trouble of sending out notices or the financial cost of filing suit. The critical fact that landlords overlook when they make the mistake of delaying the process of regaining possession of the premises from a tenant who is not paying is that every tenant who is eventually forced to move out or who voluntarily moves out at a point in time when they are behind in the rent first promised the landlord that they would catch up in the rent as soon as possible. Since the eviction process takes a frustratingly long time to complete, the successful land-

lord will initiate that process as soon as possible and avoid the loss of money resulting from a tenant staying in the premises without paying rent.

- C. Avoid Losing Money:. Associated with a tenant who is remaining in the premises without paying rent is the unfortunate prospect of eventually regaining possession of the premises from that tenant without ever recovering the rent that is due. As a practical matter, bringing a law suit against a tenant for unpaid rent does not always result in the landlord collecting from the tenant the rent that is due. The best way to avoid losing rent is to minimize the time that the tenant is in the premises without paying rent and to have advance rent and a security deposit already in an escrow account held by the landlord to compensate the landlord for the loss of rent.
- D. Avoid Constructive Eviction: A landlord can be held liable for damages including the cost of a tenant's hotel room if the landlord attempts to regain possession of the leased premises in an illegal manner. The only legal means to obtain possession of premises are when the tenant abandons the property, the tenant surrenders the property voluntarily, or when the tenant is evicted by legal process. It is illegal for a landlord to use a "self-help" remedy such as changing the locks, removing the doors, turning off the heat or water, breaking the windows, or physically removing the tenant's property.

E. Avoid Waiver: A waiver results from the agreement of the landlord which can be either verbal, in writing, or implied by conduct to forgive or excuse a breach of the lease by the tenant. A classic example is the written lease that prohibits pets while the landlord who knows about the tenant's pet does nothing to compel the tenant to remove the pet. If the landlord in that situation accepts rent from the tenant knowing the pet is living in the rental premises contrary to the terms of the rental agreement, then the landlord has by his conduct waived the breach of the lease by the tenant and cannot thereafter use the pet as a reason to evict the tenant. A second common example of a waiver is when the landlord accepts a partial rent payment from the tenant after the landlord has sent out a 3 days' notice or has commenced the eviction suit. By accepting the partial payment, the landlord has waived his right to complete the eviction process he has already commenced and must send out a new 3 days' notice and refile his suit.

Under certain circumstances the landlord may determine that it is in his or her best interest to accept a partial payment of rent after the 3 days' notice has been delivered. The following example should serve to illustrate this point:

The tenant fails to pay the rent that is due on the first of the month and the landlord hand delivers the 3 days' notice on the second of the month. On the third day of the month, the tenant comes to the landlord with half the rent. The landlord may accept half the rent and simply hand

the tenant a new 3 days' notice changing the date of delivery and the date that the payment is due and also changing the amount that is due given the reduction resulting from the tenant's partial payment.

Financially, this may be the correct decision for the landlord, since it may be worth an additional several days delay in filing the law suit for the money that the landlord will be receiving.

APPENDIX

This appendix is provided for the use of the reader. It is recommended that copies of the forms be made at a printing office so that the multiple page forms (1, 2, 5) can be copied on both sides.

Please refer to the text to be sure you are using the forms properly.

Index to Appendix

<u>Form No.</u>		<u>Text Reference</u>
1	Application for Lease: To be filled out by the prospective tenant prior to signing the lease. A copy should be given to the tenant within 10 days of signing the lease.	Pp. 3-4
2a-e	Lease: To be completed and signed by the landlord and tenant prior to the tenant moving into the leased premises. Copy to tenant within 10 days.	Pp. 5-10
3.	Inventory Inspection Sheet: To be completed and signed prior to the tenant moving into the leased unit. Copy to tenant within 10 days.	P. 17
4a	Rules and Regulations: To be attached to the lease and signed by the tenant at the same time as the lease. Landlords should write in additional rules that apply to their specific situations.	P. 18
5 ab	Notices of Manner in Which Security Deposit (or Advance Rent) Is Held: To be used by landlords who own more than four rental units. It must be mailed or hand-delivered to the tenant within thirty days of receipt of any advance rent or security deposit.	Pp. 13-14
6	Notice of Termination of Lease: To be used only for leases without a specific duration, i.e. week-to-week or month-to-month. The landlord who wishes to terminate the lease must send the notice to the tenant at the proper time. No reason for the termination is needed.	Pp. 8, 25

Index to Appendix (continued)

<u>Form No.</u>		<u>Text Reference</u>
7	Notice of Termination of Lease Due to Noncompliance: To be used to terminate a lease after a breach of lease by the tenant that cannot be corrected. This does not apply to a failure to pay rent. This can be used if the tenant is breaching the lease in the same manner as he has previously done within twelve months and he was previously forwarded a notice to correct the breach of lease.	Pp. 27-28
8	Three Days' Notice to Pay Rent or Vacate Premises: To be used the first day the rent is overdue. This notice must be sent and three days must pass prior to commencing eviction proceedings.	P. <u>30-31</u>
9	Notice of Noncompliance with Lease: To be used when the tenant is breaching the lease in a manner than can be corrected. Eviction proceedings cannot be commenced for a breach that can be corrected unless this notice is sent.	Pp. 26-27
10	Notice of Claim on the Security Deposit: To be used when the landlord wishes to make a claim on the seeurity deposit or advance rent. This notice must be sent by certified mail within 15 days of the tenant vacating the premises.	Pp. 14-16
11	Notice of Right to Reclaim Abandoned Property: To be used when the tenant abandons property worth less than \$500.	Pp. 43-45
12	Notice of Right to Reclaim Abandoned Property: To be used when the tenant abandons porperty worth more than \$500.	Pp. 43-45

Additional Documents

Rent Log

Letter To Delinquent Tenant

Application For Lease

Full Names	Tel.	Email	Employer/Phone
_____	_____	_____	_____/_____
_____	_____	_____	_____/_____

Last three landlords/tel: _____

Vehicles/Make/Model/License No.: _____

Children/Ages: _____

Pets: _____

Length of Time With Current Employer: _____

Move In Date Requested: _____

Length Of Lease Term Requested: _____

Name of Bank: _____

Person/tel. to contact in emergency: _____

By affixing their signatures hereto the tenants acknowledge that the information provided by the tenants is accurate and if any information is not accurate this will be considered a breach of lease and grounds for eviction.

_____ Tenant	_____ Tenant
-----------------	-----------------

Date

L E A S E
(Face Page)

Name of Landlord or Owner: _____

Address: _____

Telephone: _____

Name(s) of Tenant: _____

Mailing Address: _____

Telephone: _____

Leased Premises:
(Address) _____

Lease Term: From _____ To _____
(Period of Lease)

Rent for Entire Lease Term: \$ _____

Rental Payment Terms: \$ _____ per _____ on _____ of _____
(Counting Sales Tax)

To Commence Lease Term:

First _____ Rent: \$ _____

First _____ Sales Tax: \$ _____

Last _____ Rent: \$ _____

Last _____ Sales Tax: \$ _____

Security Deposit: \$ _____

Total: \$ _____

Special conditions: _____

Landlord _____
(Initial)

Tenant _____
(Initial)

L E A S E

This lease is entered into on the date indicated below between the undersigned "Landlord" and "Tenant" who shall be referred to by those terms.

GENERAL PROVISIONS

1. The Landlord agrees to lease to the Tenant and the Tenant agrees to lease from the Landlord, the premises as described on the Face Page upon the terms indicated on the Face Page. The parties agree that this instrument shall apply to and bind their heirs, legal agents, assigns or grantees.
2. The Tenant agrees that the leased premises will be used solely for his use as a residence for himself and his immediate family. During the three months prior to the expiration of the term of the lease, the Tenant will permit the Landlord or his agent to show the premises to persons desiring to rent the same during reasonable hours of the day. The Landlord will have the right to inspect the premises on a periodic basis with the consent of the Tenant and the Tenant shall not unreasonably withhold his consent. The Tenant does not have a right to sublease or assign his rights.
3. If the premises become vacant during the term because of eviction or because of abandonment by the Tenant, then the Landlord or his agents may re-enter the same, either by force or otherwise, and re-lease the premises as the agent of the Tenant and receive the rent therefor, applying the same, first to the payment of such expenses as the Landlord may incur in the process of re-entering, and then to the payment due from the Tenant to the Landlord to comply with the terms of this lease. If any deficiency remains in the funds due and owing to the Landlord by the Tenant as a result of the Tenant's breach of this lease, despite the best efforts of the Landlord to minimize such deficiency by re-leasing the premises, then, in that event, the Tenant shall remain fully liable for any deficiency.
4. If the Tenant defaults in the payment of any rent, or any other obligation under the terms of this lease, then the relationship between the Landlord and the Tenant created by this lease shall, at the option of the Landlord, cease; and the Landlord after first fully complying with all necessary legal requirements may re-enter the leased premises and remove all persons therefrom.
5. In the event of a default by the Tenant resulting in the Landlord regaining possession of the leased premises prior to the expiration of the term of the lease, then, in that event, all sums due and owing by the Tenant to the Landlord for the full term of the lease shall become immediately due and owing as of the date that the Landlord retakes possession.
6. In the event that either the Landlord or the Tenant is compelled to enforce the terms of this agreement by legal action, then, in that event, the prevailing party in any dispute shall be entitled to receive payment of his attorney's fees and court costs by the losing party.
7. If the Tenant shall fail to comply with any of the conditions or requirements of the lease and the Landlord performs such conditions or requirements at his own expense, then, in that event, the Tenant will be obligated to reimburse the Landlord for any necessary cost and expense incurred by the

Landlord. The Landlord is obligated to provide to the Tenant notice of any default by the Tenant that can possibly result in an expense to the Tenant.

8. All goods and personal property of any kind in and upon the leased premises shall be the sole responsibility of the Tenant, and in no event shall the Landlord be liable for any loss or damage to said goods or property for any reason. Any equipment, fixtures, goods, or other property of the Tenant not removed by the Tenant upon the termination of this lease, or upon vacating or abandoning the premises, or upon the Tenant's eviction, shall be considered abandoned property and the Landlord shall have the right to sell or otherwise dispose of that property according to the laws of the State of Florida.
9. The Tenant may not sublease or assign this lease without the express written consent of the Landlord which may not be withheld unreasonably. The Tenant will remain liable for all obligations under this lease if the Tenant assigns or subleases his interest. The Tenant is permitted to have overnight guests but not for a period of time in excess of three (3) days.
10. In the event of fire or other disaster which destroys all or part of the leased premises, the Tenant will receive a pro rata refund of all advanced rent and the lease shall be terminated.

LANDLORD'S OBLIGATIONS

The Landlord has the following obligations:

11. To pay all county, municipal, and school district real estate taxes assessed and levied against the leased premises.
12. To provide peaceful occupancy to the Tenant.
13. To provide to the Tenant a copy of the lease and any of its attachments within ten (10) days of the signing of the lease.
14. To provide to the Tenant a receipt for any sums paid to the Landlord by the Tenant upon request of the Tenant.
15. To provide to the Tenant notice in writing of any defaults by the Tenant or of the Landlord's intention to terminate the lease for any reason.
16. To request permission from the Tenant prior to entering the leased premises for inspection or for any other purpose. The Tenant shall not unreasonably withhold his consent.

TENANT'S OBLIGATIONS

The Tenant is obligated as follows:

17. To pay all fees, rent, security deposit, or any other sums due and owing to the Landlord on a timely basis. Time is of the essence.
18. To keep the leased premises in a clean and sanitary condition and to comply with all state and county regulations or ordinances as well as all building codes.

19. To keep the premises in as good repair as they are at the commencement of the lease.
20. To refrain from placing any signs, pictures, photographs, or any other objects upon the walls or ceilings of the leased premises except with the written consent of the Landlord.
21. The Tenant is obligated to keep the Landlord advised as to his correct mailing address at all times; including, any time the Tenant moves out of the leased premises, either during the term of the lease or following the term of the lease. In the event that the Tenant does not provide to the Landlord, in writing, a correct mailing address, then the Landlord shall be entitled to utilize the leased premises as the correct mailing address of the Tenant for the purpose of providing any legally required notices to the Tenant.
22. The Tenant is obligated to ensure that his guests comply with all of the terms and obligations under this lease including the Rules and Regulations attached hereto. The Tenant is responsible for any breach of the lease caused by the Tenant's guests including any damage to the leased premises or any other property owned by the Landlord adjacent to the leased premises.

SECURITY DEPOSIT

23. The Tenant is required to pay a security deposit prior to moving into the leased premises. This deposit is to provide security for the performance of all of the obligations of this lease. If the Tenant fulfills all of his obligations under this lease and leaves the premises clean and in a condition similar to that described in the inventory inspection sheet then the entire security will be returned to the Tenant. If any cleaning or repairs are needed to restore the premises to the condition they were in at the time this lease commenced then those costs shall be deducted.

ADDITIONAL DOCUMENTATION

24. Both parties acknowledge and agree that the Lease Agreement incorporates and includes the Face Page, the Rental Application (if utilized), the Inventory Inspection Sheet (if utilized), the Rules and Regulations (if utilized), and any Riders attached hereto. A default or breach of any term or condition contained in any of the aforementioned documents shall constitute a default or breach of the lease agreement.

The undersigned parties have read the entire Lease Agreement and acknowledge that all blanks have been filled in. All additional documentation has been read and initialled.

Date: _____

Landlord

Tenant

Tenant

(Address)

INVENTORY INSPECTION SHEET

The Owner or Landlord and the Tenant acknowledge by their signatures affixed below that this inventory inspection sheet is an accurate assessment of the contents and description of the premises to be leased by the Tenant. This inspection sheet was completed and signed by the parties at the same time as the lease agreement.

The descriptions as provided herein shall serve to describe the leased premises and its contents with regard to any exceptional characteristics over and above normal wear and tear.

ITEMS

Walls _____
Windows _____
Ceilings _____
Floors _____
Plumbing fixtures _____
Doors _____
Air Conditioning _____
Utilities _____
Carpeting _____
Stove _____
Refrigerator _____
Oven _____
Other (Specifically describe) _____

Date

Tenant

Landlord

Tenant

RULES AND REGULATIONS

The following rules and regulations apply to the use of the premises to be leased by the Landlord to the Tenant. A violation of one of these rules shall be considered a breach of the lease.

1. The Tenant shall park his motor vehicle in the space designated by the Landlord.
2. The Tenant shall build no fires on the grounds of the leased premises.
3. The Tenant shall avoid disturbing his fellow tenants or neighbors in any manner.
4. The Tenant will not conduct any business or other commercial activity upon the leased premises.
5. No pets are allowed in the leased premises or on the property around the leased premises.
6. The Tenant is obligated to prevent his motor vehicle from discharging any gasoline or oil or other fluids or substances in the parking lot.
7. The Tenant is responsible for the conduct of his family or guests and any violation of these rules by a guest shall be deemed a violation by the Tenant.
8. The Tenant's guests shall not be permitted to use common area facilities unless in the company of the Tenant.
9. The Tenant shall dispose of all garbage and refuse in the proper receptacle.
10. All rental payments must be made on or prior to the date due. The Tenant is required to reimburse the Landlord for any charges incurred as a result of a check that is returned unpaid.
11. The Landlord is permitted to inspect the inside of the leased premises once each week if the rent is paid weekly, or twice each month if the rent is paid monthly. The Landlord will attempt to secure the Tenant's consent to enter for inspection purposes, but if the Tenant is absent or does not give his consent, the Landlord is permitted to enter in the Tenant's absence to inspect the premises for maintenance needs.

The Tenant acknowledges receipt of a copy of the Rules and Regulations and agrees that this document shall be incorporated into the lease agreement. The Tenant agrees that the Landlord may add additional rules hereto with ten (10) days' notice. The signature of the Tenant affixed hereto acknowledges his agreement to comply with the above stated rules and regulations.

Date

Tenant

Tenant

OPTIONAL RULES AND REGULATIONS

The following are rules and regulations that can be used to apply to residential premises depending upon the kind of facility that is being rented. These should be added to the standard Rules and Regulations if the Owner of the premises wishes them to apply.

1. The Tenant is obligated to pay a water deposit if applicable to have the water turned on for the leased premises and to keep all payments current.
2. The Tenant is obligated to pay a utility deposit to have the electricity installed and to keep all payments current.
3. The Tenant is obligated to provide his own garbage service and if it is utilized, to keep all payments current.
4. No children under the age of fifteen years are permitted to stay overnight in the leased premises. This is an adults-only residential facility. In the event that the Tenant gives birth to a baby during the term of the tenancy, the Tenant shall have thirty days after the birth to move out. The tenancy shall be deemed terminated thirty days after the birth of any child.
5. The Tenant is obligated to maintain the lawn and shrubbery and the rent has been reduced because the Tenant has agreed to perform those services. In the event that the Tenant fails to maintain the lawn in a proper manner, the rent shall increase 10% upon thirty days' notice.
6. The Tenant is prohibited from having a waterbed in his premises unless prior to installation the Tenant has provided to the Landlord a copy of a current flotation insurance policy naming the Landlord as primary beneficiary in an amount of not less than \$100,000.00.
7. The Tenant is obligated to provide adequate security for his possessions located in the leased premises. If the Tenant has any objections to the security that has been provided by the Landlord, those objections must be stated in writing or the Tenant waives any claims he may have for damages as a result of the security precautions provided by the Landlord.
8. The Tenant shall not use the swimming pool during the hours of 10:00 P.M. to 9:00 A.M.

NOTICE OF MANNER IN WHICH THE SECURITY DEPOSIT IS HELD

Pursuant to the terms of the lease agreement, the Owner or Landlord of the leased premises is holding your security deposit or advance rent.

These funds being held by the Owner or Landlord have been deposited at the following banking institution:

(Name of Bank or Depository)

(Address)

The advance rent or security deposit is being held in a separate account for the benefit of all tenants.

On the reverse of this notice is a copy of the applicable Florida Statutes with regard to security deposits.

You will be paid interest on the funds being held at the rate of either 5% per year, simple interest, or at least 75% of the annualized average interest payable on the account.

The interest on the funds being held will be payable to you on

_____.
(Date when interest will be paid)

Date

Owner or Landlord

F.S.A. 83.49 (3) (a) Upon the vacating of the premises for termination of the lease, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount ofupon your security deposit, due to It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to.....(landlord's address).

If the landlord fails to give the required notice within the thirty -day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

NOTICE OF TERMINATION OF LEASE

TO: _____
Names of all adult tenants

Address of Leased Premises

You are advised that your lease is terminated as of the _____ day of _____
20____.

The lease is being terminated pursuant to the Florida Statutes 83.57 and not
because of any fault or breach by the tenants.

Method of Delivery of This Notice: _____ Hand Delivery
_____ Posted on Door

Date of Delivery: _____.

Signature of Landlord or Owner

NOTICE OF TERMINATION OF LEASE

TO: _____
Names of all adult tenants

Address of Leased Premises

You are advised that your lease is terminated effective immediately.

You shall have seven (7) days from the delivery of this notice to vacate the leased premises; to wit: On or before _____.

This action is being taken because of the following breach of lease which either cannot be cured or is the second breach of the same kind within 12 months and you were given a 7 days notice to cure the first time:

Method of Delivery of This Notice: _____ Hand Delivery

_____ Posted on Door

Date of Delivery: _____.

Signature of Landlord or Owner

THREE DAYS NOTICE TO PAY RENT OR VACATE PREMISES

To: _____
Names of All Adult Tenants (whether on lease or not)

Address including street, city and county

YOU ARE HEARBY NOTIFIED THAT YOU ARE INDEBTED TO ME IN THE
AMOUNT OF \$ _____ * FOR THE RENT AND USE OF THE PREMISES

NOW OCCUPIED BY YOU AT: _____
Address of leased premises including Street, City and County

AND THAT I DEMAND PAYMENT OF THE RENT OR POSSESSION OF THE PREMISES
WITHIN THREE (3) DAYS (EXCLUDING SAT. SUN. AND HOLIDAYS) FROM THE DATE OF
DELIVERY OF THIS NOTICE TO WIT:

THE RENT OR POSSESSION MUST BE DELIVERED ON OR BEFORE: _____

If the rent is not paid the lease will be terminated as of that day.

LANDLORD'S SIGNATURE

LANDLORD'S ADDRESS AND PHONE NUMBER

THIS NOTICE WAS DELIVERED BY: _____ Hand delivery _____ Posting on door

DELIVERY took place on the _____ day of _____ in the year 20____.

PERSON WHO MADE DELIVERY: _____
Landlord/Property Manager

NOTE: Florida Statute 83.58 provides that if a tenant holds over and continues in possession of the dwelling unit after the expiration of the rental agreement...the landlord may recover **DOUBLE RENT** for the period during which the tenant refuses to surrender possession.

NOTE: Florida Statute 83.48 provides that in any civil action brought to enforce the provisions of the rental agreement...the party in whose favor a judgment ...has been rendered may recover **reasonable attorney's fees** from the nonprevailing party.

*This amount is UNPAID RENT. It does NOT include any improper late fees or other charges.

NOTICE OF NON-COMPLIANCE OF LEASE

TO: _____
Names of all adult tenants

Address of Leased Premises

You are advised that you are in breach of your lease. The specific non-compliance is: _____

Demand is made that you remedy this non-compliance within seven (7) days of the delivery of this notice or your lease will be terminated and you must vacate the premises.

If you cure this breach but commit the same breach in the next 12 months the next breach will not be curable and you will be subject to an immediate notice of termination.

Method of Delivery of This Notice: _____ Hand Delivery
_____ Posted on Door

Date of Delivery: _____.

Signature of Landlord or Owner

NOTICE OF CLAIM ON THE SECURITY DEPOSIT

This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon your security deposit. It is sent to you as required by Section 83.49 (3), Florida Statutes.

You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to: _____

(Landlord's Address)

The specific reason why a deduction is being made from your security deposit is:

\$ _____ will be deducted for _____
\$ _____ will be deducted for _____
\$ _____ will be deducted for _____
\$ _____ will be deducted for _____
\$ _____ will be deducted for _____
\$ _____ Total.

If you object to the claim you will be notified of the hearing date when a judicial decision is to be made.

Owner or Landlord

Date of Mailing

NOTICE OF RIGHT TO RECLAIM ABANDONED PROPERTY

TO: _____
(Name of Tenants)

When you vacated the premises at _____
(Address of leased premises)

the following personal property remained: _____

(Specifically describe property)

You may claim this property at: _____
(Location of property)

Unless you pay the reasonable costs of storage and advertising, if any,
for all the above-described property and take possession of the property
which you claim, not later than _____
(Not fewer than 15 days after notice is depo-

_____ this property may be disposed of pursuant to S.715.109
sited in the mail)

Florida Statutes.

Since this property is believed to be worth less than **\$500**, it may be
kept, sold, or destroyed without further notice if you fail to reclaim it
within the time indicated above.

DATE

OWNER or LANDLORD

ADDRESS

TELEPHONE NUMBER

NOTICE OF RIGHT TO RECLAIM ABANDONED PROPERTY

TO: _____
(Name of Tenants)

When you vacated the premises at _____
(Address of leased premises)

the following personal property remained: _____

(Specifically describe property)

You may claim this property at: _____
(Location of property)

Unless you pay the reasonable costs of storage and advertising, if any, for all the above-described property and take possession of the property which you claim, not later than _____
(Not fewer than 15 days after notice is deposited in mail)
pursuant to S.715.109 Florida Statutes.

If you fail to reclaim the property, it will be sold at a public sale after notice of the sale has been given by publication. You have the right to bid on the property at this sale. After the property is sold and the costs of storage, advertising, and sale are deducted, the remaining money will be paid over to the County. You may claim the remaining money at any time within one year after the County receives the money.

DATE OF MAILING

OWNER or LANDLORD

ADDRESS

TELEPHONE NUMBER

Rent Log

Name of Tenant(s): _____

Address of Rental Unit: _____

Date Moved In: _____

Rent Due: \$ _____ **/** _____ **on** _____
Amount of rent Month/wk/other Date Due Each Mo./wk/other

DATE _____

DUE

PAYMENT

BALANCE

[illegible]

Name of Landlord
Address

Phone Number
Fax Number

Email Address

Tenant(s) Names
Address

Dear _____

Date

I regret that we have reached a situation that you can no longer pay your rent on time and I can no longer allow you stay in the rental unit without paying.

When I go to the courthouse on _____ to file the eviction suit it will result in your name(s) being in the Clerk's system that anyone can access. If you apply to rent with a different landlord and they check with the clerk's office your name will appear as a defendant in an eviction suit. This will make it difficult to find a landlord who will rent to your family.

The eviction suit will end up with not only a judgment that gives me possession within 24 hours of the sheriff posting the writ of possession on your door but it will also result in a judgment for money that will affect your credit and your ability to borrow money in the future for a car or house.

Many people believe that an eviction takes months to complete but my lawyer tells me it is usually over in 12-17 days.

If you want to avoid the eviction suit and the money judgment you will have to move out by midnight _____.

If you can do this or if there is anything I can do to help you with this transition please let me know.

Landlord's Signature

"This book will be the best purchase made by a landlord this year. Not just because it's tax deductible, but by avoiding legal hassles it will save them time and money."

**George S. Smith, III
C.P.A.**

"I am advising my landlord clients to purchase this book since it will help the landlords to avoid many problems that would otherwise normally require them to hire an attorney."

**Charles L. Early, Jr.
Attorney At Law**

"The information contained in "How To Be A Successful Landlord In Florida" could save a property manager or landlord not only money, but also many headaches. It would be an indispensable guide not only for property managers, but also to the person who rents one dwelling or ½ of a duplex."

**Vincent W. Gould, G.R.I.
Realtor**

"Great. A thorough and well organized text that will answer many questions for both the landlord and tenant."

**C.A. Van Hook, III
Attorney At Law**