



Landlord Tenant

Tenant

- Tenants have certain rights and responsibilities under the Florida Residential Landlord Tenant Act Part II, Chapter 83.
- A tenant is entitled to the right of a private, peaceful possession of the dwelling.
- If the landlord contends that the tenant has violated the rental agreement, the landlord must inform the tenant in writing of the specific problem and give the tenant time to correct the problem.
- If the landlord requires the tenant to pay a security deposit, the landlord must preserve the deposit during the tenancy.
- The landlord must return the full amount of the deposit within 15 days after the tenant leaves or provide the tenant written notice of why some or all of it won't be returned within 30 days after the tenant leaves.
- Tenant may terminate the rental agreement if the landlord has failed to live up to a major obligation, provided the tenant has sent written notice to the landlord seven days before the rent is due.
- Tenants must pay the agreed-upon rent and do so on time.
- Tenants must comply with building housing and health codes, maintain the dwelling without damage, and must not violate the law or disturb the peace.
- No eviction can occur until the landlord first gives the tenant notice of the problem and then gets a court order.
- The landlord can never remove the tenant's property or lock the tenant out. Once the landlord has successfully won an eviction lawsuit, the sheriff's office may remove the tenants belongings.

Landlord

- As a landlord, if a prospective tenant is a member of the United States Armed Forces on active duty, or state active duty or a member of the Florida National Guard and United States Reserve Forces, you must notify the applicant of application approval or denial within seven days of the application being submitted.
- Landlords are entitled to have their property returned to them undamaged at the end of the agreement.
- You have a right to protect your property through inspection, but you must give reasonable notice of at least 12 hours.
- It is unlawful to increase a tenant's rent or decrease services to a tenant in a discriminatory manner.
- It is unlawful to threaten to bring an action for possession or other civil action primarily in retaliation against the tenant.
- It is unlawful to lock the tenant out, intercept or shut off utilities, water or electric services to the tenant, or remove doors, appliances or the tenant's property from the home.
- To end a tenancy rented on a month-to-month basis, you must give at least 15 days notice in writing before the end of any monthly period.
 - ◊ A week-to-week rental period requires seven days notice before the end of any weekly period.
- The landlord/tenant relationship is a legal contract, and you will be required to provide living quarters that are safe and kept in good repair.

Useful information

Call the Florida Bar Lawyer Referral Service at 1-800-342-8011
<https://www.floridabar.org/public/consumer/tip014/>