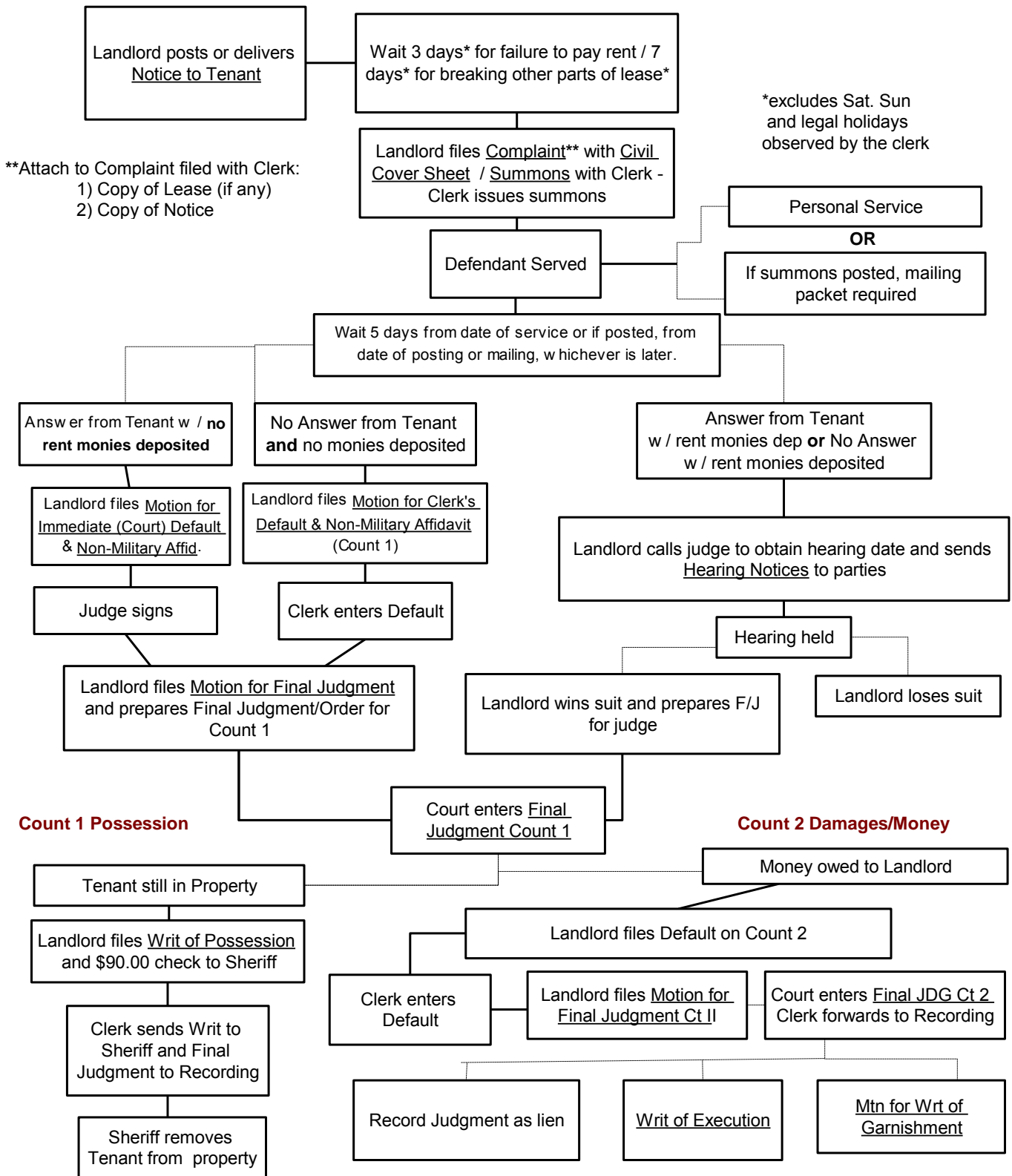


DELINQUENT TENANT ACTIONS



Revised 1/2/2013

Indicates what **may** happen - - - - -

Indicates what **will** happen _____

Underlined words in Flow Chart indicate forms available on Clerk Internet (www.[mypinellasclerk.org](http://www.mypinellasclerk.org))

FORM 1

NOTICE FROM TENANT TO LANDLORD--WITHHOLDING RENT FOR FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT

INSTRUCTIONS

A Tenant cannot withhold rent from the Landlord without sending notice and allowing the Landlord time to cure the non-compliance, violation, or default of its obligations. Failure to send the required notice to the Landlord has significant impact on a Tenant's rights under the rental agreement and Florida Statutes. If the non-compliance is not remedied within the time period specified by statute (or such longer time as may be granted in your written rental agreement) and the Landlord's failure to comply renders the dwelling unit untenable and the Tenant vacates, the Tenant may vacate and withhold all rent, or, if the failure to comply does not render the dwelling unit untenable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligations is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenable, the Tenant may remain in the dwelling unit and the rent shall be reduced, until the violation is cured, by an amount in proportion to the loss of rental value caused by the failure to cure the violation. In any legal proceeding, however, the Tenant will have to pay all past due rent, and rent as it comes due during the legal proceedings, into the registry of the Court. The Tenant should, therefore, deposit all rent as it comes due in a separate bank account until the Tenant's disputes with the Landlord have been resolved. For the text of Florida Statute 83.51(1), and the grounds for withholding rent, see the note to Form 3.

SOURCE: Sections 83.56 and 83.60, Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

NOTICE FROM TENANT TO LANDLORD--WITHHOLDING RENT FOR
FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA
STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT

To:	
	Landlord's Name
	Address
	City, State, Zip Code
From:	
Date:	Tenant

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) or material provisions of our rental agreement. If you do not complete the following repairs, non-compliance, violation or default, within seven days I intend to withhold future rental payment and/or terminate the rental agreement:

[list non-compliance violations or default]

This letter is sent to you pursuant to Florida Statute 83.56.

Tenant's Name _____
Address, Unit Number _____
Phone Number _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name:

Address:

Telephone Number:

FORM 2

NOTICE FROM TENANT TO LANDLORD--TERMINATION FOR FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT

INSTRUCTIONS

Tenant should carefully review Sections 83.51(1) and 83.51(2) Florida Statutes and the rental agreement and should ensure that the violations by the Landlord alleged by the Tenant in the notice do, in fact, exist. The Tenant's right to terminate the rental agreement exists only after giving the notice and if the Landlord materially fails to maintain the premises as required by section 83.51 or material provision of the rental agreement. Section 83.51(1) provides as follows:

83.51 Landlord's obligation to maintain premises.

(1) The Landlord at all times during the tenancy shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, 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. However, the Landlord shall not be required to maintain a mobile home or other structure owned by the Tenant.

The Landlord's obligations under this subsection may be modified by the lease in the case of a single-family home or duplex.

- (2) (a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:
 - 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
 - 2. Locks and keys.
 - 3. The clean and safe condition of common areas.
 - 4. Garbage removal and outside receptacles therefor.
 - 5. Functioning facilities for heat during winter, running water, and hot water.
- (b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by

Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

- (c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.
 - (d) This subsection shall not apply to a mobile home owned by a tenant.
 - (e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
- (3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
 - (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

SOURCE: Section 83.56, Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

NOTICE FROM TENANT TO LANDLORD--TERMINATION FOR
FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED
BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS
OF THE RENTAL AGREEMENT

To:	
	Landlord's Name (or Landlord's authorized representative, resident manager, or the person who collects the rent from the Landlord)
	Address
	City, State, Zip Code
From:	
Date:	
Re:	Seven Day Notice of Noncompliance to Landlord

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) and our rental agreement. If you do not complete the following repairs, non-compliance, violations, or default in the next seven days, I intend to terminate the rental agreement, move out, and hold you responsible for any damages resulting from the termination:

[list Landlord's violations, non-compliance, or default]

Tenant's Name _____
Address, Unit Number _____
Phone Number _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:
Name:
Address:
Telephone Number:

QUICK REFERENCE GUIDE TO COMPLETE FORMS

Notice from Tenant to Landlord – Withhold Rent [Form #1] -

- Print the name, address and telephone number of the landlord(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

A tenant cannot withhold rent from the landlord without sending the above notice and allowing the landlord time to make repairs. If the repairs are not made, the tenant may withhold rent. In any legal proceeding, however, the tenant will have to pay all past due rent, and rent as it comes due during the legal proceedings, into the registry of the court. The tenant should, therefore, deposit all rent as it comes due in a separate bank account until the tenant's disputes with the landlord have been resolved.

Notice from Tenant to Landlord – Termination of Lease [Form #2] -

- Print the name, address and telephone number of the landlord(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

The tenant should carefully review section 83.51(1), Florida Statutes, and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after notice is given and if the landlord fails to make the required repairs. Section 83.51 F.S. provides as follows:

83.51 Landlord's obligation to maintain premises.

(1) The landlord at all times during the tenancy shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, 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. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant.

The landlord's obligations under this subsection may be modified by the lease in the case of a single-family home or duplex.

Motion to Determine Amount of Rent [Form #3] -

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

If you and the landlord do not agree on the amount of rent owed, give the Clerk of the Court the money you say you owe. You must also file the above mentioned motion and the judge will decide what amount should be given to the Clerk of the Court by way of a hearing and/or an order.



Florida Senate Website Archive

archive.flsenate.gov

Home
Session
Committee Publications
Historical Information
Statutes
Flsenate.gov

Select Year: 2010 ▼

Go

The 2010 Florida Statutes(including Special Session A)

[Title XXXIX](#)

[Chapter 683](#)

[View Entire Chapter](#)

COMMERCIAL RELATIONS LEGAL HOLIDAYS; SPECIAL OBSERVANCES

683.01 Legal holidays.—

- (1) The legal holidays, which are also public holidays, are the following:
- (a) Sunday, the first day of each week.
 - (b) New Year's Day, January 1.
 - (c) Birthday of Martin Luther King, Jr., January 15.
 - (d) Birthday of Robert E. Lee, January 19.
 - (e) Lincoln's Birthday, February 12.
 - (f) Susan B. Anthony's Birthday, February 15.
 - (g) Washington's Birthday, the third Monday in February.
 - (h) Good Friday.
 - (i) Pascua Florida Day, April 2.
 - (j) Confederate Memorial Day, April 26.
 - (k) Memorial Day, the last Monday in May.
 - (l) Birthday of Jefferson Davis, June 3.
 - (m) Flag Day, June 14.
 - (n) Independence Day, July 4.
 - (o) Labor Day, the first Monday in September.
 - (p) Columbus Day and Farmers' Day, the second Monday in October.
 - (q) Veterans' Day, November 11.
 - (r) General Election Day.
 - (s) Thanksgiving Day, the fourth Thursday in November.
 - (t) Christmas Day, December 25.
 - (u) Shrove Tuesday, sometimes also known as "Mardi Gras," in counties where carnival associations are organized for the purpose of celebrating the same.

(2) Whenever any legal holiday shall fall upon a Sunday, the Monday next following shall be deemed a public holiday for all and any of the purposes aforesaid.

History.—RS 2315, 2316; s. 1, ch. 4198, 1893; s. 1, ch. 4487, 1895; s. 1, ch. 4488, 1895; s. 1, ch. 5275, 1903; s. 1, ch. 5392, 1905; GS 3102; s. 1, ch. 6872, 1915; RGS 4846; CGL 6932; s. 1, ch. 16067, 1933; s. 1, ch. 20250, 1941; s. 1, ch. 20525, 1941; s. 1, ch. 22610, 1945; s. 1, ch. 29926, 1955; s. 1, ch. 69-24; s. 1, ch. 73-44; s. 1, ch. 75-158; s. 1, ch. 77-423; s. 1, ch. 78-30; s. 1, ch. 78-298; s. 1, ch. 90-59.

Jump To Bill

Session: 2010 ▼

Bill #: Go

Search Bill Text

Session: 2010 ▼

Chamber: Senate ▼ ?

Search Term:

Search

Search Statutes

Year: 2010 ▼ ?

Search Term:

Search

Site Map

Session: Bills · Calendars · Bound Journals · Citator · Search · Appropriations · Redistricting · Bill Information Reports
Committee Publications
Historical Information
Statutes: Introduction · View Statutes · Search Statutes
Flsenate.gov

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.
Copyright © 2000-2014 State of Florida. Privacy Statement Contact Us Get Acrobat Reader