



Renting in Florida Tips for Renters

Searching for the perfect home

Renting an apartment, condo, or house is exciting – but can be stressful too. Do your homework in advance to find potential neighborhoods and communities that will work for you. Schedule a reasonable number of appointments for showings. When you get there, take note of the following:

1. How noisy is it around there? Can you hear noise inside? Are there potential nuisances that will cause you problems later – such as traffic, trains, or areas where people congregate?
2. Is the unit you are seeing the same one that will be rented – or just a model? Ask questions as to the location of your actual unit and beware of the “bait -and-switch!”
3. How close/far will you be from parking or laundry – or other amenities such as fitness centers or dog walk areas?
4. Fair Housing. Landlords must not discriminate in housing based on federal, state, and local laws. Protected classes include – but may not be limited to – race, color, national origin, religion, sex, familial status, pregnancy, disability, age, marital status, sexual orientation, gender identity, or “source of income” (i.e. if part of your rent is paid by an assistance program like Section 8). If you believe you are a victim of discrimination, you may wish to contact the Miami-Dade Commission on Human Rights, the Florida Commission on Human Relations, or US HUD.

Beware of the Lease!

Before you agree to rent a home – and certainly before you hand over money! – your landlord should provide you with the proposed lease. Read the lease carefully and ask questions about anything that does not seem clear. Do not assume that it is “reasonable” just because someone else may have signed it or it looks professional. In particular, make sure you understand the rights and obligations of the parties. If you have questions, it may be worth consulting your owner broker or an attorney. Some of the major things to look for are:

1. How long? Most leases are for one-year terms – but look out for short-term leases (that might include sales tax) or for ones longer than one year (which must be prepared by an attorney).
2. Late Fees – What happens if you are late with the rent? How much extra will you have to pay? Will you be required to make any subsequent payments in certified funds?

3. Maintenance of the home – Who is responsible for maintaining the property? Will you be required to pay for “small” repairs on your own – as some leases will require tenants to pay for “minor” repairs (typically those up to \$150.00) out-of-pocket?
4. Utilities – Who pays? Are you required to maintain any/all of them in your name?
5. Assignment or subletting – Most leases prohibit these practices unless the landlord agrees in writing (which may be impossible to obtain); this would mean no renting out your unit for the summer to someone else.

Early Termination

Nobody plans to have to break the lease before the end of the lease term but “things” happen. Even if you think you have a valid reason – such as a job transfer or illness – these will not get you out of the lease (with very few exceptions, such as military transfers).

The lease should explain in clear terms what the penalties are if you need to terminate early and should include any sort of notice requirements (such as requiring 30 or 60 days before your early terminate date). Specifically, there should be a separate “Lease Addendum” that will give you two choices on what happens if you terminate early:

Choice A – This will be a specific money penalty or “liquidated damages” that can be any amount up to double your monthly rent. This means that, in addition to paying rent through the end of the month in which you vacate (and any damage/repairs), you will be legally responsible for paying this extra penalty to your landlord. This applies even if you find out that the landlord rents out your apartment to someone else a week later. Most tenants do choose this option, however, since it provides a “fixed” amount and the tenant knows the maximum penalty for which there can be liability.

Choice B – This will state that the tenant remains liable through the end of the lease – but the tenant’s liability will be cut off if/when the landlord re-rents the premises. Therefore, if the landlord rents out the apartment a week after you vacate, you would be responsible only for rent through the date the new tenant moves in. Because of the uncertainty, this option is less popular.

“Joint and Several Liability”

When you sign a lease, you are accepting responsibility for the financial and other obligations of the lease. If you have roommates, each of you will be expected to sign the lease. However, each of you will remain liable in full for all of the financial obligations of the rental. This means that, if your roommate fails to pay her/his portion of the rent or moves out early, the remaining roommates will become responsible for paying everything – and can be even subject to eviction or debt collection. Choose your roommates wisely and, if there is any question about who will be responsible for what, consider making your own written agreement between/among the roommates that makes any extra obligations clear.

Advance Rent Deposits and Security Deposits

Typically, you will be required to give your landlord an advance rent deposit (usually for the “first month” of the lease but often for the “last month” as well). Any advance rent can be used automatically by the landlord once you reach the specified month.

Furthermore, your landlord will likely require you to give a security deposit at the beginning of your lease. Most likely, the security deposit will be equal to 1 month’s rent – but can be more or less (particularly if there is a move-in “special”). The security deposit is intended to cover any damage, repairs, or other sums you may owe your landlord as of the date you vacate. Typically, your landlord must keep your deposit safe in a separate account from any of the landlord’s other money (though your deposit can be kept with other deposit monies). If your landlord rents more than 5 units, your landlord must disclose to you where your security deposit is being held within 30 days of the beginning of your lease.

Between the advance rent and security deposits, this can add up to a large amount of money. Remember, you may be able to negotiate different terms – or your landlord may allow you to pay the deposits over time.

Moving In

When you move in, you should ask your landlord to conduct a walk-through of the premises (though they are not necessarily required to do this with you). Take notice of anything that needs to be fixed (and notify your landlord promptly) and keep track of anything that was already damaged or missing. It is highly recommended that you document the condition of the premises by photos or a video.

Help! My landlord is not fixing anything!

In addition to the requirements of your lease, Florida law requires your landlord to provide certain basic things such as functioning plumbing and compliance with building codes. Under Florida law, if your landlord fails to correct these serious or “material” violations within 7 days, you may be able to withhold all or part of your future rent or you may be able to consider your lease terminated and vacate without penalty. The idea is that you will “force” your landlord to make repairs – by threatening to stop paying rent (which is most certainly needed by the landlord) or by threatening to move out.

If you think the defective conditions are serious, you must put your demand in writing to the landlord or manager and specify the nature of the problems and your intent to withhold rent or terminate the lease if the conditions are not corrected within the 7 day period. Please consider these options carefully – and you may wish to consult an attorney – as withholding rent can result in retaliation by the landlord and/or an eviction for non-payment.

For “lesser” types of problems, you should also put those in writing – but they may not give you the right to stop paying rent or to move out. Always try to resolve any issues directly with your landlord. However, if they cannot be resolved or if you have questions, consider contacting an attorney.

Your Obligations

Just as your landlord must meet its obligations, you are required to follow certain requirements imposed by your lease and by Florida law. These include the following:

1. Pay your rent on time. If you do not pay, your landlord may issue you a “Three-Day Notice” demanding payment or possession; if you do not pay or vacate, you may be subject to an eviction lawsuit. If you think you may have a problem in paying rent, you are strongly encouraged to contact your landlord to try to work out some sort of resolution – such as partial payments and/or delayed due dates (though your landlord may be under no obligation to accommodate you).
2. Meet your obligations per the lease and Florida law. These include basics – such as keeping your unit clean, not causing a nuisance to your neighbors, and cleaning up after your dog. For serious violations – such as drugs, violence, or vandalism, your landlord may terminate your tenancy and issue you a “Seven-Day Notice to Vacate.” For other violations, your landlord will need to give you a chance to correct first before considering your lease terminated – by issuing you a “Seven-Day Notice to Cure.” Under either scenario, you may be subject to an eviction lawsuit if you do not comply.

Evictions and Prohibited Practices

If you do not pay your rent – or if you otherwise violate the terms of your lease – your landlord may initiate an eviction lawsuit against you in County Court. If a lawsuit is filed against you, you will receive notice of the lawsuit (“Summons”) by hand-delivery or, if no one is present on at least 2 occasions 6 hours apart, posting at your door. Once served, you must file a written response to the landlord’s claims AND deposit any rent money that the landlord claims is owed (or, under certain circumstances file a special motion asking the court to determine how much you should deposit), or you may be subject to a “default” and the landlord could have you evicted without your being given any chance to argue your case in front of a judge. This section is not intended to consider all aspects of an eviction lawsuit and it is strongly recommended that you contact an attorney if an eviction is filed against you.

Please note that, the only way your landlord can force you out and recover possession is by going through the proper procedure in County Court and by the Sheriff removing you at the conclusion of the case. If your landlord attempts to force you out without going through the court process – perhaps by locking you out or by shutting off your utilities – your landlord may be penalized in the amount of three times your monthly rent. You may consider filing a lawsuit in Small Claims court to recover such penalty.

Vacating the Premises

You are expected to leave the premises in broom-clean condition and in the same condition the premises were at the beginning of the lease. However, the law provides an allowance for “normal wear-and-tear” that occurs during the lease term. Take your obligations seriously – which should include patching holes in the walls (even small ones from picture hooks), thoroughly cleaning the entire place, and removing all trash from the premises. Additionally, please take note if your lease has any other specific requirements or your landlord gives you specific directions for move-out. While your security deposit is intended to cover any damage or repairs, you (and your roommates) remain responsible for damage or repairs – including other financial obligations – beyond the amount of the deposit (and your landlord can come after you if there is money still owed!). Finally, just as at the beginning of the lease, you should document the condition of the premises – by photos, videos, or witnesses (even friends or relatives!).

How do I get back my Security Deposit?

When you vacate, you must provide your landlord with a forwarding address for your security deposit to be returned – or for your landlord to send you written notice if the landlord intends to “claim” all or part of your deposit as a result of damage, repairs, or for other sums still owed to the landlord.

If your landlord is returning the entire security deposit, the landlord must send it to you within 15 days of the date you vacated. However, if your landlord is imposing a claim on your deposit, your landlord has up to 30 days to send you, by certified mail, written notice of your landlord’s claims.

If your landlord fails to return the security deposit or mail you notice, your landlord will have given up the right to any part of the security deposit – regardless of any damage or repairs – and it must be returned to you!

If you do receive a notice from your landlord specifying claims against your deposit, the landlord’s letter should give you directions if you object; any objections should be put in writing and sent back to the landlord within 15 days of your receipt of the landlord’s notice.

You should try to work out any disputes directly with your landlord. However, if you cannot come to an agreement – and you feel that you have a good legal or substantive argument – you may consider filing a lawsuit in Small Claims court to recover money owed. However, it is highly recommended that you contact an attorney for assistance and to discuss possible risks.

Helpful links:

Florida Residential Landlord and Tenant Act (see Chapter 83, Part II) -
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0000-0099/0083/0083.html.

Florida Eviction Protection (with current information regarding pandemic “holds”) - <https://florida.evictionprotection.org/>.

HUD Summary - <https://www.hud.gov/states/florida/renting/tenantrights>.

Miami-Dade Commission on Human Rights - <https://www.miamidade.gov/global/humanresources/fair-employment/human-rights-commission.page>.

**This document was prepared by a Miami Law alumnus who specializes in Landlord-Tenant Law.*