

Legislative #
180653

MEMORANDUM

TO: Rental Housing Subcommittee Members **DATE:** March 25, 2019

FROM: Nicolle Shalley, City Attorney
Fred Murry, Assistant City Manager
Jeff Look, Interim Code Enforcement Manager
Teneeshia Marshall, Equal Opportunity Director

SUBJECT: Requested follow-up on landlord/tenant topics

During the January 15, 2019 meeting of the Rental Housing Subcommittee, you requested that staff report back on the following topics:

- 1) Arbitration or mediation programs for landlord/tenant disputes;
- 2) Tenant bill of rights and responsibilities;
- 3) Landlord/tenant education program;
- 4) Mandatory disclosure of City Code occupancy limits;
- 5) Amending the City's Fair Housing Code provisions to include prohibiting discrimination in rental of housing based on income source and immigration status; and
- 6) Landlord mitigation fund options.

This Memorandum was a combined effort of the City staff identified above, with each taking the lead on different topics. A staff recommendation follows each topic.

1) Arbitration or mediation programs for landlord/tenant disputes

The City cannot require arbitration (which is defined as binding resolution outside of the court system) of landlord/tenant disputes because that would impermissibly conflict with Chapter 83, Part II, Florida Statutes, known as the "Florida Residential Landlord and Tenant Act" that provides other remedies to both parties.

The City, if it articulated a public purpose for doing so, could create a voluntary (again the City cannot compel landlords or tenants to participate) mediation program; however, that would require allocating City staff to administer the program and budgeting funds for the program, including contracting with mediators to hear the disputes. The City of Tallahassee created such a program in 2007 and, although they receive many calls, only 2 mediations have occurred. The low utilization is attributed to one party that is unwilling to participate and/or the issue in dispute has already been submitted to court process (such as when an eviction action has been filed.)

The Eighth Judicial Circuit Court and the Alachua County Clerk of Court offer extensive resources (written instructions, forms and mediation) to assist landlords and tenants with disputes. A copy of some of these resources are attached as **Exhibit A** and can be found

at www.alachuacounty.us/Depts/Clerik/pages/SmallClaims and <https://circuit8.org/mediation/county-civil-mediation> and <https://circuit8.org/mediation/small-claims>. Of particular note, a party is not required to have an attorney, the Clerk will assist with the completion of the forms and will make copies (for a nominal charge), or a party can use the on-line "Turbo Court" option that takes the user through a customized questionnaire process to complete the necessary forms. The fee to file a small claims action ranges between \$55-\$300 (depending on the monetary amount of the dispute) and is \$55 for most non-monetary disputes. If a person is indigent, the filing and summons fees are waived. Mediation is provided free of charge for all contested small claims filings.

In addition, even absent filing a claim in court, two willing parties may at any time engage the services of a mediator to assist them in resolving a dispute.

Staff recommendation: Take no action, as many external resources exist to assist landlords and tenants in resolving disputes that arise under State law or under their private contract documents.

2) Tenant bill of rights and responsibilities and 3) Landlord/tenant education programs (staff combined these two topics as they are so closely related)

The Florida Bar provides landlord and tenant resources, including a pamphlet "Rights and Duties of Tenants and Landlords" and forms, including sample leases for both multi-family and single-family residential dwellings. A copy of the Pamphlet and Sample Leases are attached as **Exhibit B** and are also available at <https://www.floridabar.org/public/consumer/>.

The Florida Department of Agriculture and Consumer Services provides a pamphlet titled "Florida's landlord/tenant law," a copy of which is attached as **Exhibit C**. In addition, a great deal of information and resources on the State landlord/tenant law, including how to file a consumer complaint with the Department, is available at <https://www.freshfromflorida.com/Consumer-Resources/Consumer-Rights-and-Responsibilities/Landlord-Tenant-Law-in-Florida>. The Department also staffs a help line at 1-800-HELP-FLA (435-7352.)

For students, the University of Florida's Student Legal Services has prepared "A Gator's Guide to Renting" a copy of which is attached as **Exhibit D** and is available to provide free legal counsel and assistance, along with the Office of Off-Campus Life.

Staff recommendation: Take no action, as many external resources exist to assist landlords and tenants in understanding their respective rights and responsibilities under State law. It is not appropriate for, nor is City staff qualified to, advise persons on matters of State law. As to rights and responsibilities under the City's existing landlord tenant code provisions, that is discussed in topic 4 below.

4) Mandatory disclosure of City Code occupancy limits in residential leases or advertising

Sec. 30-4.10 of the City Code prohibits an owner or landlord from entering into an contract that allows the occupancy of a "dwelling unit" within RSF-1, RSF-2, RSF-3, RSF-4; RC and certain residential PDs by more than one "family." A copy of the Code section and relevant definitions are attached as **Exhibit E**. When obtaining a landlord permit pursuant to Chapter 14.5, Article I of City Code, landlords are already required to provide, among other materials, a copy of that Article of the City Code to each occupant, to maintain a list of the occupants of their dwelling and to certify that the landlord will pursue all lawful remedies to stop overoccupancy violations by their tenants. Enforcement of these City Code provisions is taken against the landlord, not the tenant. A copy of Chapter 14.5, Article I is attached as **Exhibit F**.

Staff recommendation: Take no action, as landlords are already required to disclose City Code requirements (including overoccupancy, as well as noise, animal control, solid waste, yard parking, and other hazardous conditions) to tenants by providing them a copy of Chapter 14.5, Article I of City Code. Further, overoccupancy violations are enforced against the landlord, not the tenant. So further notice requirements to the tenant, such as placing language in their lease or in advertising, would serve no enforcement purpose.

5) Amending the City's Fair Housing Code provisions to include prohibiting discrimination in rental of housing based on income source and immigration status

- (a) **Income Source:** Neither the Federal Fair Housing Act, nor the City's Fair Housing Code (Chapter 8, Article V of the City Code), currently include source of income as a protected class. A couple of counties in Florida have adopted an ordinance adding lawful source of income as a protected class in their fair housing code. Such an ordinance would need to clearly define "lawful source of income" (which generally includes things such as child support, alimony, social security, veterans benefits and other public assistance) and which transactions it would apply to (for example, the City's Fair Housing Code is not limited to rental transactions, it covers sales, purchases, advertising, building practices, financing, and brokerage.) It should be noted that such an ordinance would not prohibit a party from asking for proof of, and verifying, lawful sources of income - as necessary to ensure ability to pay rent, mortgage or purchase price. But rather it would prohibit discriminating (such as refusing to rent) solely on the basis of a particular lawful source of income (such as tenant receipt of public assistance.)

Staff recommendation: Determine whether the Subcommittee desires to recommend to the City Commission that an ordinance be drafted to add "lawful source of income" as a protected class within the City's Fair Housing Code.

- (b) **Immigration Status:** Neither the Federal Fair Housing Act, nor the City's Fair Housing Code currently include immigration status as a protected class; however, both include national origin as a protected class. Procedures to screen tenants on the basis of citizenship or immigration status may violate the prohibitions on national origin housing discrimination. As such, both HUD and the City Equal Opportunity Department will investigate complaints alleging that a landlord inquired into a person's immigration status or citizenship to see whether national

origin discrimination may have occurred. Again, landlords are allowed to request documentation and conduct inquiries to determine whether a potential renter meets the criteria for rental, so long as the same procedure is applied to all potential renters. Landlords can ask for identity documents and institute income and credit verification to ensure ability to pay rent. However, they cannot be treated differently because of their national origin.

Staff recommendation: Take no action, as complaints of discrimination based on immigration status will be investigated as, and are already covered by, the protected class of national origin.

6) Landlord Mitigation Fund

A few communities, including the City of Orlando, Florida have created “risk mitigation funds” designed to support various areas of risk (such as late or unpaid rent or damages after insurance and deposits are applied) that a landlord may experience in renting to a defined group of tenants. A summary of these programs is attached as **Exhibit G**.

Staff recommendation: Discuss whether the Subcommittee desires to recommend that the City Commission create such a fund and if so, the Commission would need to allocate annual funding to reimburse landlords, identify City staff/resources to administer the program and establish a policy for how such a program would be administered, including a statement of the public purpose for such expenditure of City funds.

EXHIBIT "A"



The Eighth Judicial Circuit of Florida

Serving Alachua, Baker, Bradford, Gilchrist, Levy, and Union Counties

[GENERAL INFORMATION](#)
[JURORS](#)
[JUDGES](#)
[CONTACT](#)
[DEPARTMENTS & SERVICES](#)
[SELF HELP CENTER](#)

County Civil Mediation

County Mediation in the Eighth Judicial Circuit provides "on the spot" mediation services free of charge to small claims litigants in Alachua, Baker, Bradford, Levy and Union Counties at the time of their scheduled pre-trial conference. Small claims meditations ordered in Gilchrist County typically take place on a different date. In addition, program mediators provide mediation services in county court cases for a modest fee. No fee is assessed for eviction cases or for litigants who have been determined indigent. County mediation is governed by [Section 44.108, Florida Statutes](#).

Frequently Asked Questions

What is mediation?

Mediation is a process where a neutral person meets with parties in dispute and assists them with resolving their issues. It is an informal process, with the objective of helping the parties reach a voluntary agreement. The parties have complete decision-making authority. The mediator may assist the parties to identify issues, foster joint problem solving, and explore settlement alternatives, but the mediator will not make any decisions for the parties.

How much does mediation cost?

Mediation services are provided at no cost to small claims litigants. In most cases, a mediator is available at the pre-trial conference, making a second visit to the courthouse unnecessary. Litigants in county cases above small claims who choose to use the court program are required to pay a fee of \$80.00 per person, per scheduled session. These fees are collected by the Clerk of the Court and must be paid prior to the mediation. No mediation fee is assessed to litigants who are determined to be indigent or for residential eviction cases. Mediation fees charged by private mediators, i.e. those not connected with the Court's program, are set by each individual mediator. A complete list of private mediators for the Eighth Judicial Circuit is available on the [Florida Court's website](#).

Please note that any rescheduling to accommodate a party's or an attorney's schedule must take place by mutual consent, however, parties will be charged for that session as well as any rescheduled sessions.

How does small claims mediation work?

Small Claims Court is where a party sues another party for an amount under \$5,000.00. The first court meeting is called a pre-trial conference. At the pre-trial conference, the judge requires the parties to mediate if the parties in the case are present, and if the defendant does not agree to the claim as filed. There is no charge to litigants in small claims meditations. Because mediation usually takes place at the pre-trial conference, parties should come to court prepared to spend the time necessary to mediate their case, usually one to two hours.

On the day of the pre-trial conference, all parties will appear before the judge at the scheduled place and time. There can be many cases scheduled for the same pre-trial docket, so you may have to wait a while for your case to be called. When your case is called, the judge will ask the defendant whether the claim is admitted or denied. If the claim is denied, the judge will order the parties to mediation.

How does county court mediation work?

County court cases are those in which the principal amount of the claim filed is between \$5,000.00 and \$15,000.00. Before setting a case for trial, the judge may require that the parties attempt to resolve the issues through mediation. Parties in county court cases may use court mediation or hire a private mediator. Parties wishing to use the court should contact the ADR Administrative Assistant at (352) 491-4417.

Who are the Mediators?

Small Claims Mediators are citizens certified by the Florida Supreme Court and who volunteer their time and talent to mediate in the county courts of Florida. Mediators are trained professionals and most have years of experience in mediating disputes. A list of mediators can be found [here](#).

What happens in mediation?

The mediator will begin by explaining the mediation process. Each party will then have the opportunity to tell the other side their views of the issues in dispute. After this, the mediator will help the parties discuss these issues in an effort to reach an agreement acceptable to both sides. The mediator may meet with individual parties or with the group as a whole in discussing the issues. If a total or partial agreement is reached, the parties will sign a written agreement. If an agreement cannot be reached, the Clerk will assist the parties with scheduling a trial date.

Each mediation session is governed by a set of rules created by the Florida Supreme Court.

The mediator is neutral, with no personal or financial interest in the case.

Mediators do not provide legal or personal advice.

Each party attending the mediation should have authority and complete discretion to negotiate a settlement of the case without asking any other person.

The mediator will explain the procedures and rules of conduct during the mediation conference.

The mediator may meet privately with each party. Upon a party's request, the mediator will keep information private.

The conference is confidential and information given in mediation cannot be used as evidence in a hearing or trial.

The parties determine the terms of any agreement reached, with the mediator documenting that agreement in writing.

What are the advantages of mediation?

Through mediation, parties can develop their own solution and avoid a stressful and potentially costly trial.

Parties remain in control.

Parties take an active part in their case.

Immediate resolution

No trial

Less court visits

No witness expense

Less formal than court

Lower costs

Preserves relationships

Why mediate?

Mediation preserves personal and business relationships and protects privacy by avoiding a public trial. Those owing money can establish by agreement the amount owed, arrange repayment plans, avoid a judgment and preserve their credit reputation. When the parties settle, the case is over - no more court.

Where can I get more information?

The Murphree Law Library, located at the Downtown Alachua County Library District, offers various self-help books and pamphlets on a number of topics. In some cases, you may want to consider consulting an attorney, even if you feel you cannot afford an attorney to represent you in your case. A one hour consultation can provide a substantial amount of information and can relieve some anxiety about both the process and the chances of success in your case. Mediators are not allowed to give any legal advice, so any information about the legal aspects of your case must be determined by information you get from other sources.

<http://circuit8.org>

Para Español

Follow @8CircuitFlorida



© 2018 Eighth Judicial Circuit of Florida



The Eighth Judicial Circuit of Florida

Serving Alachua, Baker, Bradford, Gluchrist, Levy, and Union Counties

[GENERAL INFORMATION](#)[JURORS](#)[JUDGES](#)[CONTACT](#)[DEPARTMENTS & SERVICES](#)[SELF HELP CENTER](#)

Small Claims Court

Information Before You File

Frequently Asked Questions

What is a small claims action?

It's when there is a dispute between two parties, and the issue in controversy does not exceed \$5,000. You should review [Chapter 34 of the Florida Statutes](#) for a description of which causes of action are covered under small claims in the county court. Also review the small claims rules of procedure located in section 7 of the Florida Rules of Court for more detailed information. The statutes and rules of procedure which apply will depend upon the type of case filed. It is strongly recommended that you familiarize yourself with the laws that apply to your particular case by visiting [your local law library](#).

The first step in filing a small claims action is obtaining and filling out the necessary forms usually consisting of a statement of claim and a notice of service of process which requires the parties to appear at a specified pre-trial conference. Small claims forms are available at your local Clerk of Court's Office.

What happens after filing?

Once the statement of claim has been completed and filed with the clerk of court, the plaintiff must provide the defendant with the copies of the statement of claim and the service of process form. In a small claims case, there are two general ways to provide the defendant with these forms.

If the defendant lives in Florida, the statement of claim and services of process form can be sent by certified mail through the [United States Postal Service](#). If the defendant refuses to accept the service of process through certified mail, or does not live in the Florida, or is a corporation within Florida, the statement of claim and service of process must be delivered to the defendant by the sheriff of the county where the defendant lives or is located. A private process server who is authorized to serve legal papers may also serve the defendant.

Once the defendant has been served, the process may continue. If service of process is done incorrectly or not done at all, the case may not proceed. Once the defendant has been served with the statement of claim and the service of process form, both parties must attend a pre-trial conference.

What happens at the Pre-trial Conference?

At the Pre-trial Conference, the judge will review the pleadings and documents and may simplify the issues, refer the case to mediation, and take care of any other matters as needed. You may settle the case with the other party before or at the pre-trial conference by entering into and filing a stipulation agreement. This agreement can settle all or part of the case and becomes part of the court order.

Sometimes, the participation of a third, neutral party is helpful in aiding the litigants in reaching an agreement. This process is called [mediation](#), and your case may be referred to it at the pre-trial conference.

What if we are not able to reach an agreement through mediation?

If the parties are unable to reach an agreement through stipulation or mediation, they must appear for trial on the date and the time scheduled by the Clerk during the pre-trial conference. When the defendant fails to respond or show up to defend against the statement of claim, the Clerk or the judge may enter a default judgment. All parties are bound by the applicable law and the court cannot help you to present your case. The parties must make certain to bring all evidence and witnesses to the trial but keep in mind that letters, affidavits, and estimates may not be accepted as evidence.

What is a judgment?

A judgment is the written decision of the case and includes the amount of money to be paid by one party to another, acts which must be performed, or property which must be transferred. After the judgment is signed, it will be recorded in the county's public records and will be provided to the parties either at the conclusion of the trial or later by mail.

If the parties feel the judge has made an error, they have ten days from the date the judgment is entered by the court to file with the clerk for a rehearing.

After the judgment is entered, the winning party may need to execute and enforce the terms of the judgment in order to collect money or property. If judgment monies are paid in full, the plaintiff must furnish the defendant with a completed satisfaction of judgment form which can be obtained from your local Clerk of Court.

Please note that the Court does not guarantee collection. It is important to realize that just because you have won a judgment does not mean collection of judgment monies is guaranteed. The Court cannot and does not guarantee collection of judgment monies.

Small Claims Resources

[Small Claims Glossary](#)

<http://circuit8.org>

Para Español

Follow [@8CircuitFlorida](#)



© 2018 Eighth Judicial Circuit of Florida

INFORMATION BEFORE YOU FILE

DOES THE CLAIM QUALIFY AS A SMALL CLAIMS CASE?

A small claims case is a legal action filed in county court for disputes where the claim is \$5,000 or less. Any person over the age of 18, or a parent or guardian for anyone under 18 years of age, can file a small claims action. An attorney is not required.

WHERE SHOULD THE CLAIM BE FILED?

A person or company has the right to file a suit in this county if one or more of the following took place in Alachua County:

1. Where the contract was entered into;
2. If suit is on an unsecured promissory note, where the note is signed or where the maker resides;
3. If the suit is to recover property or to foreclose on a lien, where the property is located;
4. Where the event giving rise to the suit occurred;
5. Where any one or more of the defendants reside;
6. Any location agreed to in the contract;
7. In an action for money due, if there is no agreement as to where the suit may be filed, where payment is to be made; or
8. If the cause of action is based on a dishonored check, where the drawee bank refused payment.

A defendant has the right to request that the case be transferred to another county and the Court will rule on the request.

DETERMINE THE CORRECT NAME OF THE DEFENDANT

1. It is extremely important to have the correct names of all persons involved when you fill out your statement of claim. Incorrect names could cause delays in the processing of your case, or worse, the judgment you receive may be worthless and uncollectible.
2. To see some examples of how parties are named, go to [How Parties are Named](#) below.
3. If you need information on a company or fictitious name, records may be researched online at www.sunbiz.org or you can call the Secretary of State at 850-245-6500. This search will give you the legal name of the business and will also provide you with the officer's (president, etc.,) or registered agent's name and address for service on the company.
4. If you determine the business you are suing is not a registered corporation, you can contact the occupational license division of the city where the business is located.
5. If you are suing an insurance company, you need the legal name of the insurance company. You can contact the Department of Financial Services by internet at <http://www.floir.com/CompanySearch/> or by phone at (850) 413-3114 to obtain this information. The Department of Financial Services agent can tell you if the Department can accept service for the insurance company you are suing.

SMALL CLAIMS FORMS

This is a list of the small claims forms that are available. These forms can be viewed [on-line](#) and printed, or purchased at the Clerk's office.

- | | |
|---|---|
| 1. Statement of Claim (Accident) | 7. Replevin Claim |
| 2. Statement of Claim (Check) | 8. Answer and Counterclaim |
| 3. Statement of Claim (General) | 9. Motion for Continuance |
| 4. Statement of Claim (Money Lent) | 10. Motion for/to _____ (General) |
| 5. Statement of Claim (Promissory Note) | 11. Stipulation |
| 6. Corporate Authorization | 12. Affidavit of Amount Due after Stipulation |
| | 13. Satisfaction of Judgment |

14. Notice of Dismissal defendants who reside outside of the State of
15. Exhibit 'A' for personal service on Florida

FILL OUT THE FORM THAT PERTAINS TO YOUR CLAIM

The small claims forms are available [on-line](#) for printing and filling out.

1. In the space for the plaintiff, insert the name and address and telephone number of the person or company filing the lawsuit.
2. Insert the name and address and telephone number of the person or business you are suing in the space marked "defendant." If you are not sure about the name, refer to the section above on how to determine the correct name of the person or company you are suing.
3. Briefly state the basis or nature of your claim and the amount you are suing for in the spaces provided. If your claim is based on written documentation, attach the documents to the original statement of claim form.
4. The statement of claim form must be fully completed and signed.
5. Make a copy of the claim and attachments for each defendant you are suing, and a copy for yourself. If you wish to have the Clerk's office make copies for you, there is a charge of \$1.00 per page.

FILING FEES

Refer to the Clerk's website for filing fee information based on the amount of the claim you are filing.

SCHEDULING THE PRE-TRIAL CONFERENCE

Once your case is successfully filed with the court you will receive a notice in the mail with your pre-trial hearing date and time. The pre-trial conference will be scheduled no later than 50 days from the date you file your claim. Appearance at the pre-trial hearing is mandatory.

SERVING THE CLAIM ON THE DEFENDANT

Before filing your case, you will need to decide how to serve the other party. You must have the notice for pre-trial conference and a copy of the claim served in one of the following methods:

Certified Mail - This is not an option for serving out-of-Florida residents. For Florida residents, you will need to provide an envelope addressed with the defendant's name and address, with no return address, and the service package (the statement of claim, attachments, exhibits, etc). To calculate the fee for the certified mailing view the *Certified Mail Postage Guidelines* in the Small Claims section of the online Forms. You will pay that additional fee when you pay your filing fees. The Clerk's office will mail the service package to the defendants. Note that your summons is not considered served until the Clerk receives the signed return receipt. Certified mail may be used more than once to attempt service of a summons and each attempt at service with this method requires another pretrial summons and payment of the certified mail fee.

Sheriff's Delivery in Alachua County- If the defendant resides in Alachua County, the cost is \$40 per defendant with the check made payable to the Alachua County Sheriff. The Sheriff is unable to deliver to a post office box address. If additional attempts to serve a summons are required by a deputy, each attempt requires another pretrial summons and payment of an additional \$40 fee.

Sheriff's Delivery outside Alachua County - When a defendant lives outside Alachua County, it is your responsibility to verify the addresses, payment methods and cost of service before filing your case. Payment must be made to the entity serving the papers, either that county's sheriff or a process server authorized by the court. To see the list of the sheriff's offices in Florida, go to the Florida Sheriff List in the Small Claims section of the Forms page on the clerk's website at [Small Claims Forms](#). To determine

what county a city is located in, you may see a city-county index at [City-County Index](#). The Sheriff or process server is unable to deliver to a post office box address. You will need to provide an envelope addressed to that sheriff's office or the process server with your return address and the amount of postage needed to mail the "service package" (copy of statement of claim, copy of attachments, and pretrial notice with date of hearing) to that sheriff's office or process server. To calculate the postage, use the *Postage Guidelines* in the Small Claims section of the Forms page on the clerk's website at [Small Claims Forms](#).

Sheriff's Delivery outside Florida – When a defendant resides outside the state, it is your responsibility to verify the addresses, payment methods and cost of service before filing your case. You must provide an envelope addressed to the sheriff or process server in the locality where the defendant resides and submit payment for the sheriff's or process server's service fee payable to that sheriff or process server. Attach small claim form Exhibit 'A' for personal service on defendants who reside outside of the State of Florida. The envelope must have the Clerk's return address and the amount of postage needed to mail the "service package" (copy of statement of claim, copy of attachments, and pretrial notice with date of hearing) to that sheriff's office or process server. To calculate the postage, use the *Postage Guidelines* in the Small Claims section of the Forms page on the clerk's website at [Small Claims Forms](#).

HOW DO I KNOW IF THE DEFENDANT WAS SERVED IN TIME FOR THE PRETRIAL HEARING?

Certified Mail Service

When the defendant is being served by certified mail, the Clerk's office will not know whether the defendant has been served until the green card is received. This is often long after the defendant has received the papers, so the defendant may have received the papers and show up at the pretrial hearing, even though neither you nor the Clerk's office is sure the papers were received by the defendant. If the defendant appears at the pretrial hearing and you, the plaintiff, do not appear, the case will most likely be dismissed. Once your case is scheduled, you must appear unless you file a motion asking for a continuance, and receive a written order granting that motion and providing you with a new date.

Sheriff's Service

The sheriff's office that served the papers will file a return of service with the Clerk's office stating whether the defendant was served or not served. There is some delay between when the defendant is served and the receipt of the return of service. You can contact the Sheriff's office or the Clerk's office before the pretrial hearing to see if a return of service was made. It is possible that the defendant will have been served papers and appear at the pretrial hearing, even though the return of service has not been received by the clerk's office. If the defendant appears at the pretrial hearing and you, the plaintiff, do not appear, the case will most likely be dismissed.

WHAT IF THE DEFENDANT HAS NOT BEEN SERVED?

Unless you receive an order continuing, your case will remain on the first scheduled pretrial hearing docket even if the defendant is not served. If you appear at your first scheduled pretrial hearing and there is either a return of service from the sheriff that the defendant was not served or the certified mail was unclaimed, the case will be reset for another pretrial hearing date and you will need to make another attempt to serve the defendant, either choosing a different method of service (i.e. sheriff's service instead of certified mail), or finding a better address for the defendant. Unless you have previously contacted the Clerk's office with another address for the Defendant, you will receive a notice, but it will be your responsibility to contact the clerk with another address, and pay the required fee to attempt service again. Additional fees for additional attempts to serve the defendant must be paid, since they are not included in the payment for the first attempt to serve the defendant. If you are still unable to locate and serve the defendant, and would like to request a continuance of your hearing by

the court, your request must be in writing and filed with the clerk. Unless you receive a written order granting your request for continuance, you must appear in court at the time of your scheduled hearing. Failure to appear may result in your case being dismissed.

MEDIATION

All contested small claims cases must be mediated. If the defendant disagrees with any part of the claim a mediator will be assigned at the pre-trial hearing. If the parties are not able to reach an agreement the case will be set for trial for the judge to resolve the issues.

TWO-HEARING PROCESS

Alachua County uses a two-hearing procedure; a pretrial conference and a final hearing. If the case is not resolved at the pretrial hearing or mediation, then you will have to return for a final hearing at which time you will have to present all of your evidence, including any witnesses you wish the court to consider.

AFTER JUDGMENT

The court does not collect the judgment for you. Information can be obtained from the Department of State, Division of Corporations, on the Internet at www.sunbiz.org or by phone at (850) 245-6039. You may wish to contact an attorney for guidance.

HOW PARTIES ARE NAMED

[Back to Top](#)

Here are some examples:

1. If you are suing an individual:
Your name vs. John Smith
2. If you are suing a sole proprietorship* (an individual doing business under a fictitious name):
Your name vs. John Smith, d/b/a Sample Business
3. If you are suing a partnership* (several individuals doing business under a fictitious name):
Your name vs. SJG Enterprises, a partnership
OR -- SJG Enterprises, Ltd., a limited partnership
OR -- SJG Enterprises, Limited, a limited partnership

For Partnerships –Make sure to obtain one of the partner’s name and address.

For Limited Partnerships - Make sure to obtain the registered agent’s name and address. You will need this to serve the Registered Agent.

1. If you are suing a corporation
Your name vs. XYZ, Inc.
OR – XYZ, Corp.
OR – XYZ, Co.
2. If you are suing a corporation doing business under a fictitious name:
Your name vs. XYZ, Inc. d/b/a Business
OR – XYZ, Corp d/b/a Business Name
3. If you are suing a limited liability company:
Your name vs. Business Name, L.L.C.
OR -- Business Name, L.C.

These are some examples of invalid party names:

John Smith d.b.a. XYZ, Inc.
OR XYZ

If you need to find out information on a company or fictitious name, records may be researched online at www.sunbiz.org or you can call the Secretary of State at 850-488-9000.

- a. If your claim involves an estate:
Your name vs. John Doe, as a personal representative of the estate of John Doe, deceased.
- b. If your claim involves an insurance company:
Your name vs. Exact name of Insurance Company
- c. If your claim involves a minor child:
Your name vs. Parent or Guardian of Minor Child
- d. If your claim involves a trust:
Your name vs. John Doe as Trustee of XYZ Trust

EXHIBIT "B"

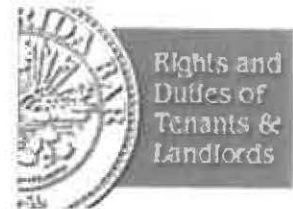
Consumer Pamphlet: Rights and Duties of Tenants and Landlords

Note: This pamphlet is available online only.

Table of Contents

Rights And Duties Of Tenants

Rights And Duties Of Landlords



RIGHTS AND DUTIES OF TENANTS

When a person pays rent to live in a house, apartment, condominium or mobile home, the renter becomes a tenant governed by Florida law. It doesn't matter whether payment is made weekly, monthly or at other regular periods. Also, it doesn't matter whether the apartment, house, condominium or mobile home is rented from a private person, a corporation or most governmental units. These facts are true even when there is no written "lease" agreement.

A tenant has certain rights and responsibilities under Florida law. These are specified in the Florida Statutes at Part II, Chapter 83, the **Florida Residential Landlord Tenant Act**. A tenant in federally subsidized rental housing has rights under federal law, as well. If there is no written lease, these laws regulate the tenant's rights. There also may be a written lease that could affect a tenant's rights. If there is a written lease, it should be carefully reviewed. The Florida Residential Landlord Tenant Act prevails over what the lease says.

A tenant is entitled to the right of private, peaceful possession of the dwelling. Once rented, the dwelling is the tenant's to lawfully use. The landlord may enter the dwelling only in order to inspect the premises or to make necessary or agreed upon repairs, but then only if the landlord gives the tenant reasonable notice and comes at a convenient time. If an emergency exists, the requirement for notice may be shortened or waived.

The landlord is required to rent a dwelling that is fit to be lived in. It must have working plumbing, hot water and heating, be structurally sound and have reasonable security, including working and locking doors and windows, and it must be free of pests. The landlord also must comply with local health, building and safety codes. If the landlord has to make repairs to make the dwelling fit to live in, the landlord must pay.

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 – even if the problem is nonpayment of rent – before the landlord can go to court to have the tenant removed. Tenants receiving a nonpayment-of-rent notice should be aware that a landlord may accept part of the rent owed and still evict the tenant. Tenants renting condominiums should be aware that, in certain circumstances, the condominium association may demand that the tenant pay the rent to the association instead of the landlord. Tenants should consult an attorney in this case. If the tenant commits a serious act endangering the property (such as committing a crime on the premises) or fails to correct a problem after written notice from the landlord, the landlord still must go to court to be permitted to evict the tenant. In any court proceeding, tenants have the absolute right to be present, argue their case and be represented by an attorney.

If the landlord requires the tenant to pay a security deposit, the landlord must preserve the deposit during the tenancy. In addition, the landlord must return the full amount of the deposit within 15 days after the tenant leaves the dwelling or give the tenant written notice of why some or all of it won't be returned within 30 days after the tenant leaves the dwelling. The tenant then has the right to object in writing within 15 days of receipt of the notice. Under some circumstances, the tenant may receive the security deposit plus interest. Before moving out, the tenant must provide the landlord with an address for receipt of the security deposit, or else the tenant may lose the right to object if the landlord claims the right to keep the deposit money.

The tenant has the right, under certain very aggravated circumstances caused by the landlord's neglect, to withhold rent. This can be done only when the landlord fails to comply with an important responsibility, such as providing a

safe and habitable home in compliance with local housing codes. Before rent is withheld, the tenant must give the landlord seven days' written notice of the problem so the landlord can fix it. Even after withholding rent, the tenant should save the money and seek court permission to spend part of it to do what the landlord should have done. If the tenant does not preserve the money and seek court assistance, the tenant may be evicted for nonpayment.

Finally, the tenant has the right to move out. If there is a written lease, the tenant should read the lease closely to see if it requires up to 60 days' notice that the tenant does not intend to stay after the lease ends. If there is no written lease, the tenant may move out for no reason by giving written notice of the intent to leave no fewer than seven days before the next rent payment is due, if the rent is paid weekly, or 15 days, if the rent is paid monthly. The 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 (there are some exceptions to the right to move out).

If a landlord loses in court, the landlord may be held liable for any costs and attorney's fees incurred by the tenant. If the tenant loses in court, the tenant may be liable for the landlord's costs and attorney's fees.

A tenant also has responsibilities that, if not observed, can lead to eviction. The tenant must pay the agreed-upon rent and do so on time. The tenant must comply with building, housing and health codes. The tenant must maintain the dwelling without damage, other than ordinary wear and tear, keep the dwelling clean and maintain the plumbing. The tenant must not violate the law or disturb the peace, nor allow guests to do so.

In trying to evict a tenant, a landlord will try to prove that the tenant violated a tenant responsibility. However, the landlord may not seek to evict a tenant in retaliation for legitimate complaints about housing conditions to proper authorities. No eviction can occur until the landlord first gives the tenant notice of the problem and then gets a court order. Without the court order, the landlord has no power to interfere with the tenant. The landlord cannot, for instance, lock a tenant out or cut off a tenant's utilities. A landlord engaging in this type of prohibited practice may be liable to the tenant for damages in the

amount of three months' rent or actual damages, whichever is higher. The landlord must get a court order of eviction before interfering with the tenant's occupancy.

If a tenant is served with papers seeking eviction, the tenant should immediately seek legal assistance. The tenant may have legal defenses. For instance, the landlord cannot try to get even with a tenant through eviction when the tenant has not violated tenant responsibilities. To raise defenses in an eviction proceeding, a tenant normally must pay into the court registry past-due rent if any is owed and rent that comes due during the proceeding. A tenant who disputes the amount of rent claimed to be due may ask the court to determine the correct amount, but the tenant must show why the amount is wrong. In an eviction proceeding, a tenant has very little time to respond, so quick action is important.

The landlord can never remove the tenant's property or lock the tenant out. Only the sheriff's office may do this, after a court order and writ of possession.

If you believe you need legal advice, call your attorney. If you do not have an attorney, call **The Florida Bar Lawyer Referral Service** at (800) 342-8011, or contact a local lawyer referral service or legal aid office.

RIGHTS AND DUTIES OF LANDLORDS

If you rent a house, apartment, condominium or mobile home to another person, you enter into a legal contract known as a rental agreement. This rental agreement need not be in writing. If the rental agreement is in writing, it is a "lease." This agreement has certain basic conditions specified by law, and you should understand them before you enter into the agreement. As a landlord, you have certain rights; you also have certain duties. Even in the absence of a written lease, the law imposes duties and gives rights to the parties.

If you require a prospective tenant to complete a rental application, and the applicant 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 when the application is submitted.

Your obvious right as a landlord is to receive rent for the use of the property.

Another important right is to have your property returned to you undamaged at the end of the agreement. It should be returned in the same condition in which it was received, except for ordinary wear and tear.

In return for these rights, it is your duty to provide a home that is safe and meets housing code requirements, and to make reasonable repairs when necessary. The obligations can be limited sometimes under the lease. It is also your duty to respect the tenant's rights. One of the most important of these is the right of peaceful possession. By renting to the tenant, you give that tenant the possession and use of your property free from interference. That means that you may not enter the home frequently, at odd hours or without notice. Rights relating to reasonable inspection are often set forth in a written rental agreement, as well as in Florida law. You have a right to protect your property through inspection, but you must give a reasonable notice of at least 12 hours. You don't have the right to show the property to possible buyers without notice to and agreement of the tenants.

It is unlawful to increase a tenant's rent or decrease services to a tenant in a discriminatory manner, or threaten to bring an action for possession or other civil action primarily in retaliation against the tenant. Retaliation may be presumed if it occurs after a tenant has complained about housing conditions. It is also 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. A landlord who does this can be ordered to pay a tenant damages in the amount of three months' rent, or actual damages, whichever is greater.

To end the tenancy, if the unit has no written rental agreement or if the lease does not state otherwise and the unit is 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. Any such notice must be in writing and should be delivered personally to the tenant, but it may be posted at the door if the tenant is absent from the premises. If the written rental agreement requires that the tenant give notice of up to 60 days before leaving the unit, the landlord is required to give the tenant the same notice period that there is no intention to renew the lease.

If the rented property is foreclosed upon, the purchaser at a foreclosure sale may terminate the rental agreement for existing tenants only by delivering a written 30-day notice of termination to the tenants. The tenants are obligated to pay rent during the 30-day period for any amount then accruing. The purchaser does not assume the duties of the landlord unless the purchaser assumes the existing rental agreement or enters into a separate rental agreement with the existing tenants. This 30-day notice requirement does not apply to all tenants. You should consult with an attorney to determine if the 30-day notice requirement is applicable.

Finally, both the landlord and the tenant have the duty to observe state and local laws concerning the use and condition of the property.

The basic rights and duties mentioned here apply whether or not the agreement between the landlord and the tenant is in writing. A written agreement is best, because it serves as a memorandum of other terms and conditions such as restrictions on the number of adults or children or types of pets to be allowed. And if you wish to provide for lease terms of one year or more, the agreement must be in writing to be enforceable.

If the tenant permanently moves out before the end of the rental term and leaves the property vacant, this usually is considered to be an abandonment of the tenant's rights. The law presumes an abandonment if the tenant is absent

for at least 15 days without previously notifying the landlord of an intent to be absent. After abandonment, you may re-enter the dwelling unit. The rights and remedies often are complex, and you should consider legal advice or assistance.

The situation is more complicated if the tenant seems to have gone away but has left personal property on the premises or if there is a considerable amount of unpaid rent. In such a case, you should consult an attorney before trying to dispose of the tenant's possessions or re-renting the property.

Another complication occurs when a tenant fails to pay the rent or refuses to move out at the end of the rental term. Under these circumstances, you may evict the tenant, but only after you have taken the proper legal steps to commence an action for possession according to a very specific timetable. You must serve proper notice or notices on the tenant to terminate this rental agreement. If the tenant ignores these notices, you are next required to file a complaint in court and have the tenant properly served with a summons and complaint. Five business days after the complaint is served, you may request the court to set a date for a hearing. However, if the tenant fails to answer the complaint within the five business days or fails to pay the rent that is due then, you can proceed to eviction without having a hearing first, though you must get a court order before evicting the tenant.

If the tenant disputes the amount of rent that is due, the rent does not have to be deposited at the court and a hearing must be held. If you wish to collect money damages from the tenant, you must wait 20 days to set a hearing on damages. At the hearing, you can ask that the tenant be evicted. If the judge agrees that the tenant has violated the terms of the agreement, a sheriff will serve an eviction notice on the tenant. The tenant then has 24 hours to get out of your property, or the sheriff can return to remove the tenant and supervise the removal of the tenant's belongings. Because these proceedings are so technical, it is wise to have them handled by an attorney. Even if you decide to file the claim yourself in county court, you should have an attorney review the notices you have given and the ways you have served them to make sure you have properly observed all of the necessary requirements of the timetable. A single mistake can result in serious delay in your regaining possession of the property.

Because the landlord/tenant relationship is a legal contract, you should understand its various provisions before you rent your property to anyone. Remember that, as a landlord, you will be required to provide living quarters that are safe and keep them in good repair. Your obligations for repairs can sometimes be limited under the lease. You will have to turn over possession of the property to the tenant, free from unnecessary interference from you. In return, you may collect rent and, on reasonable notice or in cases of emergency, may inspect the property. At the end of the rental term, the property must be returned to you with no damage beyond ordinary wear and tear. The landlord has certain duties to account for or refund tenant deposits upon termination of the tenancy. Many of these basic conditions apply whether or not there is a written agreement.

If you believe you need legal advice, call your attorney. If you do not have an attorney, call **The Florida Bar Lawyer Referral Service** at (800) 342-8011, or contact a local lawyer referral service or legal aid office.

This pamphlet is produced as a public service for consumers by The Florida Bar.

[Updated May 2017]

The landlord may also enter at any time when:

- The tenant has given consent;
- In an emergency;
- The tenant unreasonably withholds consent; and/or,
- The tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

If the Landlord Does Not Comply

Section 83.60 (1), F.S.

You may be able to withhold rent if your landlord fails to do what the law or rental agreement requires. However, you must announce your intentions in writing by mail, preferably certified, at least seven days before the rent is due to allow time to remedy the problem. If the problem is not corrected within the seven days and you withhold the rent, the landlord may take you to court to collect it. Under these circumstances, you must pay the rent into the court registry, pending the judge's determination in the case.

If the Tenant Does Not Comply

Section 83.56(2), F.S.

You can be evicted for not living up to the agreement. The process of removal depends on the breach.

Failure to Meet Obligations

Except for the failure to pay rent, a landlord must notify you in writing of any shortcomings and give you seven days in which to correct the situation. If you still have not complied after seven days, the landlord can begin the eviction process based on non-compliance.

Other Evictions

Section 83.56(2)(a), F.S.

Under certain circumstances, if you have exhibited a lack of consideration for the rights and privacy of others, a landlord has the right to require you to move with very little notice.

In some cases (destruction, damage, misuse of property, unreasonable disturbances), the landlord does not have to give you an opportunity to remedy the problem and may terminate tenancy by giving you a seven-day written notice.

Each eviction case is unique, so be sure to obtain legal advice. A landlord MAY NOT evict you solely in retaliation for the tenant complaining to a governmental agency about code violations or asserting other tenant rights.

Non-Payment of Rent

Section 83.56(3), F.S.

The landlord must serve you, the tenant, a written notice allowing three days (excluding weekends and legal holidays) for you to pay the rent or move from the premises. If you do not pay the rent or move, he/she may begin legal action to evict you.

In order for the landlord to gain payment of rent or possession of the dwelling, he/she must file suit in county court. If the court agrees with the landlord, you will be notified in writing. You then have five days (excluding weekends and legal holidays) to respond – also in writing – to the court. If you do not respond or a judgment is entered against you, the clerk of the county court will issue a "Writ of Possession" to the sheriff who will notify you that eviction will take place in 24 hours.

Section 83.57, F.S.

A tenancy without a specific duration may be terminated by either party giving written notice in the manner prescribed by statute prior to the end of the tenancy period, as follows:

Week to Week ——— 7 days
Month to Month ——— 15 days
Quarter to Quarter — 30 days
Year to Year ——— 60 days

Section 83.67, F.S.

Florida Law does not allow a landlord to force a tenant out by:

- Shutting off the utilities or interrupting service, even if that service is under the control of or the landlord makes payment;
- Changing the locks or using a device that denies the tenant access;
- Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement); and/or
- Removing the tenant's personal property from the dwelling unless action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with section 83.59(3)(d), F.S., or lawful eviction.

If any of these occur, the tenant may sue for actual and consequential damages or three months' rent, whichever is greater, plus court costs and attorney's fees.

When You Decide to Move

Don't forget to give the required notice as stated in your rental agreement. The information above indicates appropriate notification if a specific time period is not included in the rental agreement. Be sure to check your rental agreement for any other

specified condition.

Under certain circumstances, if allowed by the provisions of the rental agreement, a rental agreement may be ended when either party gives written notice to the other of their intention. Send all correspondence relating to your intentions to the landlord by certified mail or deliver it by hand and insist on a receipt.

It is usually a good idea to talk with the landlord in person, too. If you must cancel a lease before its expiration date, perhaps the landlord will accept the security deposit as the total financial obligation. If so, be sure to obtain a signed agreement to this effect from the landlord.

When you move from a rental unit – no matter the duration – be sure to settle all accounts. Terminate utility service the day you leave; notify the landlord, post office and others of your new address; and make other arrangements to minimize inconvenience to the landlord or the new tenants.

One of the most important responsibilities as a tenant is to leave the premises in a clean condition for the next occupant. Be sure to vacuum, sweep, clean all rooms, cabinets and appliances, as well as other areas specified in the terms and conditions of the rental agreement. Take a last walk-through with the landlord. Note any damages in writing and reach a final agreement.

Military Service

Section 83.682, F.S.

Florida Statutes provides that a service member may terminate his or her rental agreement under certain conditions.

We're Here to Help!

The Florida Department of Agriculture and Consumer Services functions as the state's clearinghouse for consumer complaints.

For a free copy of the full text version of the statute or additional information, call 1-800-HELP-FLA (415-7352) or 1-800-FL-AYUDA (352-9832) an Español, or visit our website at www.FloridaConsumerHelp.com.

FDACS-4-2009
Rev. 01/10

FLORIDA'S

landlord/tenant law

SUMMARY OF CHAPTER 83,
PART II, FLORIDA STATUTES



Florida Department of
Agriculture and Consumer Services

FLORIDA'S

landlord/tenant law

SUMMARY OF CHAPTER 83,
PART II, FLORIDA STATUTES



Most renters are aware they have certain rights when they are involved in a dispute with their landlord, however they often don't know what those rights are. This brochure was developed by the Florida Department of Agriculture and Consumer Services to answer many of the questions frequently asked about landlord/tenant relationships. This brochure is NOT meant to be a complete summary of Florida's Landlord/Tenant law. This brochure is not intended for the purpose of providing legal advice. For additional information not addressed in the brochure, refer to Chapter 83, Florida Statutes (F.S.). A copy of the statutes may be obtained by calling 1-800-HELP-FLA (435-7352) or by visiting www.FloridaConsumerHelp.com.

This information applies to those who rent a dwelling unit as described in Section 83.43, F.S.

Before you Rent

Walk through the premises to identify any problems that should be fixed BEFORE you rent. Take pictures, video or make notes of

any questionable conditions and include provisions for repairs in the rental agreement or in a separate written document signed by both parties.

A tenant is an equal party with the landlord. You never have to agree to any rental arrangement. Before renting a dwelling, be sure the rental agreement covers ALL the issues addressed in this brochure. Before you sign, make sure you thoroughly understand the terms of the agreement. If you DON'T understand, DON'T sign the rental agreement. There is no grace period allowed for cancelling rental agreements, so if you sign, you are bound to the agreement.

Oral and Written Rental Agreements

A rental agreement (commonly referred to as leases) is an agreement to rent property. Rental agreements may be either written or oral. Most rental agreements are written because oral agreements can be subject to misunderstandings and are difficult to prove. A written rental agreement can be a formal contract, or simply a copy of a letter stating the rights and obligations of both the landlord and tenant.

Florida law requires that notices to and from a landlord must be in writing, even if the rental agreement is oral. Always retain a copy of any correspondence to and from your landlord.

Section 83.46(2), F.S.

If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which rent is payable (week-to-week, month-to-month, etc.). All other terms are either those specifically addressed by law or those that are part of the agreement between you and your landlord.

Deposit and Rent Requirements

Section 83.49, F.S.

A landlord has the discretion to collect various deposits as well as some rent in advance. These advance payments generally vary in range. Be careful about making any deposit unless a definite decision has been made to move into the unit. A tenant who puts down a deposit but then decides not to occupy the unit MAY NOT be entitled to a refund. If a deposit is non-refundable, it should be stated in the rental agreement.

A damage deposit is the most common requirement of landlords. At the time of the pre-rental walk-through with the landlord, you

should make note of damaged items or areas, worn rugs, broken fixtures, etc. and give a copy to the landlord. Keep a copy for your files, which may help eliminate or minimize disputes later.

When you move out, the landlord must either return your deposit within 15 days of termination of the rental agreement, if the landlord does not intend to impose a claim upon the security deposit; or justify in writing by certified mail, to the tenant's last known mailing address within 30-days upon termination of a rental agreement, as to why they are keeping a portion of or all of the deposit. If the notice is not sent as required within the 30-day period, the landlord forfeits his/her right to impose a claim upon the deposit, unless you fail to give proper notice prior to vacating.

Section 83.49, 3(b)(c), F.S.

Unless you object 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 or her claim and shall remit the balance of the deposit to you within 30 days after the date of the notice of intention to impose a claim for damages. If you object to the landlord's claim, you may file a complaint with the Department of Agriculture and Consumer Services or institute an action in a court of competent jurisdiction to adjudicate the landlord's right to the security deposit.

Who is Responsible?

You and your landlord share many of the responsibilities. Maintenance of the premises is a good example. Your landlord must provide a healthy, properly maintained place for you to live. You are required to keep the premises in good condition and to occupy them as a peaceful neighbor.

There are certain responsibilities that apply to each party as outlined by law.

The Landlord

Section 83.51(1), F.S.

The landlord's responsibilities will depend on the type of rental unit. The landlord at all times during the tenancy shall:

Section 83.51(1)(a)(b), F.S.

- Comply with the requirements of applicable building, housing and health codes; or
- Where there are no applicable building, housing or health codes, maintain the roof, windows, screens, 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's obligations may be altered or modified in writing

with respect to a single-family home or duplex.

Section 83.51(2)(a)(b), F.S.

Unless otherwise agreed in writing, in addition to the above requirements, 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:

- Extermination of rats, mice, ants, wood destroying organisms, and bed bugs.
- Locks and keys.
- Clean and safe conditions of common areas.
- Garbage removal and outside receptacles.
- Functioning facilities for heat during winter, running water, and hot water.
- A working smoke detection device if the dwelling is a single-family home or duplex.

This does not mean that the landlord is obligated to pay for utilities, water, fuel or garbage removal, although a landlord may choose to do so. Other provisions relevant to a rental agreement may also be altered in writing.

The Tenant

Section 83.52, F.S.

A tenant, at all times during the tenancy shall:

- Comply with all building, housing and health codes.
- Keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean, sanitary, and in repair.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- Not destroy, deface, damage, impair, or remove any part of the premises or property belonging to the landlord nor permit any person to do so.
- Conduct himself or herself, and require other persons on the premises with his or her consent, to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

Access to the Premises

Section 83.53(2), F.S.

Once you agree to rent a dwelling, your right to possession is much the same as if you owned it. However, the landlord can enter at reasonable times with proper notice to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply agreed services or show it to a prospective or actual purchaser, tenant, mortgagee, worker or contractor.



A GATOR'S GUIDE TO RENTING

A Guide for Students at the
University of Florida



Brought to you by

UF | *Student Legal Services* 

3500 J. Wayne Reitz Union
P.O. Box 118505
Gainesville, FL 32611-8505

(352) 392-LAWS (5297)
studentlegalservices.ufl.edu



Funded by Student Government since 1977

INTRODUCTION

Florida's Residential Landlord and Tenant Act, Sections 83.40 to 83.682, Florida Statutes, is referred to as "the Act" in this publication. Most libraries have copies of Florida Statutes if more specific information is needed.

Florida Statutes are also available online through the Florida Legislature's website, (www.leg.state.fl.us). Explanations of the Act have statewide applicability, but any specific references to Gainesville or Alachua County applies only to those areas.

CAVEAT

This manual is an educational tool and is not intended to provide specific legal advice. Once a problem has been identified, an attorney should be contacted to obtain specific advice.

University of Florida students registered for at least 6 credit hours and paying the Activity and Service Fee can receive free legal advice from Student Legal Services. Call (352) 392-5297 or visit our website, www.studentlegalservices.ufl.edu, for further information.

If you are not an eligible student, contact Student Legal Services for referrals to local attorneys who will give you a free initial consultation to UF students or the Florida Bar Lawyer Referral Service at 800-342-8011 for a list of attorneys who can provide an initial consultation at a lowered fee.

Law is subject to change. All material is correct as of November 2015.

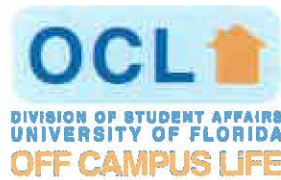
DISCLAIMER

This original publication was written by Student Legal Services attorneys. Opinions expressed do not necessarily reflect those of the University of Florida, Student Government, the Board of Trustees, the Board of Governor's or the State of Florida.

GETTING STARTED



For assistance in finding an apartment, contact the office of Off-Campus Life at (352) 392-1207 or visit their website at <http://www.offcampus.ufl.edu>



Rental opportunities may also be found in online listings, including social media, and in the classified sections of *The Gainesville Sun*, *The Independent Florida Alligator*, and bulletin boards around campus.

Tips to Find an Apartment

- **Speak to current tenants.**
- **Visit the complex at different times to check on noise, parking, and lighting.**
- **Read online reviews.**
- **Check out www.crimereports.com about crimes in the area.**
- **Contact Gainesville Regional Utilities for the average utility bills.**
- **Be aware that the model apartment is not lived in so may not be an accurate representation of your actual apartment.**
- **In some Gainesville neighborhoods, only three unrelated persons may live together in a single family home. Check with City Code Enforcement if you plan on having more than two roommates.**
- **Have all promised repairs and improvements written into the lease and signed by the landlord. Retain a copy of the lease and all attachments or addendums to the lease for your records.**
- **Get clear written permission for any pets.**



WHAT SHOULD I DO BEFORE I SIGN A LEASE?

SEE STUDENT LEGAL SERVICES

DO

- Read the lease and make sure you understand it.
- **Review a copy of the lease with an attorney at SLS prior to signing it.**
- When you sign a joint lease, expect to pay the full rent, not just your “share”.
- Obtain a copy of the lease that you submit and also one signed by all parties, including the landlord. Get copies of all attachments or addendums to the lease.
- Have all promised repairs and improvements written into the lease and signed by the landlord.
- Try to see your actual unit.
- Get clear written permission for any pets.
- Check for maintenance responsibilities when renting a house or duplex.
- Determine who is responsible for pest control, utilities, phone, cable and internet service.

DON'T

- **Do not sign a lease until you have consulted with SLS.**
- Do not sign a 12-month lease unless you are willing to pay rent for 12 months.
- Do not sign a joint lease with roommates unless all roommates are willing to rent.
- Do not sign a lease that requires a guarantor without the guarantor being approved first.
- Do not sign a lease with an automatic renewal clause.
- Do not sign a lease that gives the landlord unlimited access to the apartment without notice or consent.
- Do not sign a lease before visiting the neighborhood at various times during the day, at night and on weekends.
- Do not sign a lease until all agreements negotiated with the landlord are in writing.

HOW DO I FIND A GOOD ROOMMATE?

Check the Off-Campus Life website at www.offcampus.ufl.edu. Check bulletin boards around campus and classified and online ads as additional sources.

Discuss with potential roommates preferences in food, music, personal habits, sleeping and study hours, friends and finances. An open and frank appraisal of each other's likes, dislikes, and expectations will increase the chances of an enjoyable shared living experience. A written Roommate Rental Agreement is advisable. Contact SLS for a sample Roommate Rental Agreement.

WHAT IF I NEED A GUARANTOR?

The landlord usually requires a tenant to have sufficient rental or credit history or the ability to pay 3 times the monthly rent. If you cannot fulfill these requirements, the landlord can impose a high security deposit or require that you provide a "qualified" or "acceptable" guarantor. A guarantor accepts responsibility for your obligations under the lease. Before you sign any lease documents get the requirements for a qualified guarantor in writing and confirm in writing that your guarantor has been approved.



WHAT'S THE DIFFERENCE BETWEEN A JOINT LEASE AND AN INDIVIDUAL LEASE?

Under a **joint lease**, all the tenants sign one lease. Each tenant is responsible to the landlord for the full rent, not just their "share". Shares are an arrangement between tenants. If one roommate cannot pay their share, the other roommates will have to cover the rest of the rent or all tenants can be evicted. Before signing, you should talk about expectations as roommates, and we recommend that everyone sign a Roommate Rental Agreement. See SLS for a sample Roommate Rental Agreement.

In a **joint lease**, the landlord generally does not provide electricity, cable, internet and telephone service. The tenants must decide which roommate sets up what account in their name. That person then becomes liable to the service provider.

All tenants should sign the lease at the same time. The lease becomes binding on those who sign, even if everyone doesn't sign. Furthermore, a lease violation by one tenant may be considered a violation by all tenants.

Under an **individual lease**, each roommate is responsible for their own rent and damages to their bedroom/bathroom. The tenants have joint liability for common/shared areas, and damages will be divided among the roommates.

The landlord usually provides electricity, cable, internet and/or telephone service in an **individual lease**. A utility package may be offered for electricity, which provides for a monthly allotment (i.e. \$40 per tenant per month). The tenants split any overages.

Furthermore, with **individual leases**, the landlord uses roommate matching to fill the spots in an apartment. The landlord does not guarantee a perfect match and accepts no responsibility for any problems between roommates. We recommend that you apply for an apartment with people you know.



BEWARE OF INTERNET LEASES

When applying online, read carefully before you click, initial or type your name. Internet leases and electronic signatures can be binding. Make sure you are applying and not signing a lease.

DO I REALLY NEED INSURANCE FOR MY PERSONAL PROPERTY?



It depends. Unless you are financially able to replace all your belongings, you should consider insurance. Proper insurance coverage will protect you against the loss of

your valuables in most circumstances. Landlords usually have insurance that covers only their damages and are generally not responsible for the tenants' losses.

If your parents own a home, your personal property may be insured through your parents' homeowner's policy. Have your parents confirm the coverage in writing with their insurance agent. If coverage is not available through your parents' homeowner's policy, you can purchase renter's insurance through most insurance companies at a low monthly cost.

Even with insurance, there are certain precautions you should always take. Always lock your apartment securely even if you are only going next door. Never leave jewelry, cameras, cash, checkbooks, credit cards, electronics, or other valuables in plain view. Remember to back up your classwork on the "cloud" or to make copies of your critical data. Your computer can be replaced. Your classwork may be invaluable.

CAN I HAVE PETS?



The lease usually requires the written permission of the landlord. You should also read the lease for any additional requirements or restrictions. Check with the landlord for any additional procedures or paperwork, such as a Pet Addendum. If you have a pet, do not sign the lease until you have the consent of the landlord.

An emotional support animal may not be allowed. It is a complex procedure to qualify a pet as an emotional support animal and the landlord may be allowed to ban such a pet.

GETTING ALONG



MY LANDLORD REFUSES TO MAKE REPAIRS,

WHAT CAN I DO?

You **MAY** be able to either withhold your rent or terminate your lease if the problem constitutes a material breach of the lease or the Landlord-Tenant Act. You must

follow the exact requirements of the Landlord-Tenant Act. Contact SLS for assistance. **JUST DON'T MOVE OUT!**

You must give the landlord a written notice demanding the repairs be made in seven days. The notice must indicate an intent to terminate the lease or withhold rent if the repairs are not made. Your right to terminate or withhold rent will depend on the specific circumstances in each case. This is a complicated process and the legal consequences are very serious. Do not attempt to terminate your lease or withhold rent without first obtaining legal advice.



CAN I DEDUCT REPAIR COSTS FROM MY RENT?

No. The Landlord-Tenant Act does not authorize you to make repairs or to recover the cost of such repairs. In fact, most apartment leases prohibit repairs by tenants. When the landlord refuses to make repairs, the Landlord-Tenant Act gives you a qualified right to terminate the lease or withhold rent. As previously indicated, you should consult an attorney before attempting to terminate the lease or withhold rent.



I HAVE MOLD. WHAT CAN I DO?

Mold alone is not regulated by the Environmental Protection Agency, the State of Florida, Alachua County or the City of Gainesville. The underlying source of the mold, such as a maintenance issue, may be a code violation that can be addressed. Please contact the Gainesville Code Enforcement office at, <http://www.cityofgainesville.org/CodeEnforcement.aspx> or call (352) 334-5030.

Most leases contain a Mold Addendum that puts specific cleaning/maintenance obligations on the tenants. There is usually an obligation to report any water leaks

or mold/mildew growth to the landlord. Your failure to do so may make you liable for any resulting damages.

Please be aware that mold is a naturally occurring condition, especially with the humid conditions in Florida. Also, not all mold is bad or toxic mold. You would have to prove as the tenant that the mold is bad and is leading to health problems. It can be costly and difficult to prove this issue.



I HAVE BEDBUGS. IS THE LANDLORD RESPONSIBLE?

The landlord usually provides for pest control under the lease, and in most circumstances Florida law obligates the landlord to make reasonable provisions for the extermination of bedbugs. The exceptions are unless it is otherwise agreed to in writing or where the rental property is a single-family home or duplex.

Bed bugs are easy to transport on persons. You can easily pick them up from a friend's apartment, motels and even movie theaters. The landlord will try to shift the blame and the costs to eliminate the bed bugs to the tenants. The problem will be proving when and how the bed bugs got into the apartment.



WHAT CAN I DO ABOUT NOISY NEIGHBORS?

Talk to the neighbor nicely about the situation. Thin walls and conflicting schedules make some amount of noise disturbance an unavoidable reality of apartment living.

Ask the landlord for assistance. If the landlord refuses to correct the problem, you may need to seek legal assistance. Contact SLS to schedule an appointment to discuss your options with one of our attorneys.

In extreme cases, call the police and report the matter. Unfortunately, this may lead to revenge and reprisals.

I CAN'T STAND MY ROOMMATE. WHAT CAN I DO?

Discuss the matter with your roommate in a civil manner. A little give and take may result in a livable compromise. Under the Landlord-Tenant Act, your landlord is not responsible for most roommate disputes. If your roommate is violating the lease, you should consult an attorney at SLS.



CAN MY LANDLORD ENTER MY APARTMENT WITHOUT NOTICE?

Generally no. Unless there is an emergency or you have abandoned your apartment, the landlord must provide reasonable notice. You cannot unreasonably withhold consent. If the landlord persists in entering without notice or consent, contact an attorney at SLS.

HOW SOON MUST I RENEW MY LEASE?

There is no time period established by the Act. If you have to sign a lease that provides for automatic renewals or requires you to give the landlord a notice of nonrenewal, you **must** strictly comply with the notice requirements imposed by the lease. The landlord cannot force you to renew prior to the end of your lease. However, if you do not renew by the landlord's "deadline," the landlord may rent your apartment to someone else. Contact an attorney if you have any questions.

GETTING OUT



CAN I BREAK MY LEASE BECAUSE...

I am graduating?	No!
My roommate left?	No!
I cannot afford the rent?	No!
I need to work this summer?	No!
The neighborhood is unsafe?	No!

Under the Landlord-Tenant Act, you can only terminate the lease if the landlord is materially violating your lease or the Landlord-Tenant Act. You should obtain legal advice from SLS before attempting to terminate your lease. In many cases, the best thing you can do is find replacement tenants.

CAN I SUBLET MY APARTMENT?

Usually but it depends on the terms of the lease agreement. If the landlord allows the tenant to sublease or assign the lease, then the landlord cannot unreasonably withhold consent to an assignment or sublease. The landlord may require potential replacement tenants to submit an application including a credit and background check. The landlord may also charge a reasonable sublet fee even when you provide the replacement tenants. Normally you remain liable under your lease if the replacement tenants do not pay rent or damage the apartment. Some landlords will release you from the obligations of your lease once the subtenant takes over. If you are being released, get it in writing. It is usually a lease violation to sublease the apartment without the consent of the landlord, and the landlord can require that the subtenant vacate the premises. If any problems arise, please schedule an appointment with an attorney at SLS.

TIPS FOR SUBLEASING

If you are looking for a roommate or trying to sublease your apartment, we recommend that you use the resources at Off-Campus Life to help advertise and contact other interested parties. We also recommend doing a background check, or at a bare minimum, at least a Google search on that person in order to make sure that the person is someone you feel comfortable living with. Finally, the landlord's sublease documents generally protect the landlord. You should have a separate agreement between the tenant and subtenant. See SLS for a sample Sublease Agreement.

CAN I JUST MOVE OUT AND FORFEIT MY SECURITY DEPOSIT?

No. You might be pursued to the current extent of the law. In Gainesville's current rental market, the odds are that you will be sued or have a negative account on your credit report unless you supply acceptable replacement tenants. Your losses in court will not be limited to your security deposit, but may include rent for the entire term of your lease, plus court costs and the landlord's attorney's fees. These can potentially total many thousands of dollars, so we strongly recommend that you seek legal counsel before attempting to terminate a lease.

GETTING YOUR SECURITY DEPOSIT BACK



WHAT STEPS CAN I TAKE TO PROTECT MY SECURITY DEPOSIT?

When you take occupancy of the apartment, complete a thorough written move-in sheet of the apartment's condition and have the landlord sign it. Make sure you

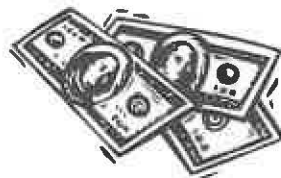
keep a copy of the move-in sheet for your records. This helps protect you from the landlord claiming you caused pre-existing damage.

When you move out, clean the apartment completely and thoroughly. Some landlords provide a checklist outlining the cleaning they expect you to do. Keep all your receipts for cleaning supplies and professional carpet cleaning as evidence.

Before you leave, ask the landlord to inspect the apartment with you. Complete a move-out checklist and make sure the landlord signs and dates it. Move-in and move-out photographs or video are strongly recommended in case there is a dispute.

CAN I USE MY SECURITY DEPOSIT FOR THE LAST MONTH'S RENT?

No. Landlords can legally evict you for non-payment of rent even when your "security deposit" is equal to your last month's rent. The purpose of the security deposit is to protect the landlord against damages to the apartment after you move out.



WHAT CAN I DO IF MY LANDLORD DOESN'T RETURN MY DEPOSIT?

A landlord shall have 15 days after termination of the lease to return the security deposit together with interest if otherwise required, if he or she does not intend to impose a claim on the security deposit. If the landlord intends to impose a claim in the security deposit, he or she shall have 30 days to give the tenant written notice by certified mail, stating how much is going to be deducted and why. **You must object to the deductions in writing within 15 days from the date you receive the notice**, or the landlord will be authorized to deduct his or her claim from your security deposit.

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit. However, if you

damaged the apartment, the landlord can sue you even when the 30-day notice is not given. Because the landlord can also get court costs and attorney's fees, you should consult an attorney at SLS before filing any lawsuits.

GETTING EVICTED



WHAT ARE MY DUTIES AS A TENANT?

- ☐ **First, last and always, PAY RENT!**
- ☐ Comply with all other lease terms.
- ☐ Comply with all rules and regulations.
- ☐ Comply with housing and health codes.
- ☐ Comply with all zoning restrictions.
- ☐ Keep the apartment clean and sanitary.
- ☐ Keep plumbing fixtures sanitary.
- ☐ Do not damage the apartment.
- ☐ Do not disturb your neighbors or roommates.

WHAT CAN HAPPEN IF I DON'T PAY RENT?

Failure to pay rent is the quickest way to be evicted! The landlord will serve a notice demanding payment of rent or possession of the apartment. If you fail to comply with the demand within three days, excluding weekends and holidays, eviction proceedings may be started. ***Neither surrender of the apartment or eviction ends your liability for rent!*** You should contact an attorney immediately upon receipt of a three-day notice.

CAN I BE EVICTED FOR ANY OTHER REASON?

Yes! Your lease can be terminated if you violate any lease terms, rules and regulations, or the Landlord-Tenant Act. If your lease is terminated and you do not vacate the apartment, the landlord may file for your eviction immediately.

Termination begins with a 7-day notice. Your options depend on whether the violations are classified as “curable” or “noncurable”.

If you receive either type of notice, you should contact an attorney. ***Neither termination of your lease, nor your eviction from the apartment ends your liability for rent!***

Curable Violations	Noncurable Violations
You will be given seven days to correct a curable violation. Curable violations include unauthorized pets, guests, parking, or the failure to keep the apartment clean and sanitary. If you repeat the violation within 12 months, you may not be given another chance to correct the issue.	The landlord may terminate your lease with a 7-day notice without giving you a chance to correct a noncurable violation. Noncurable violations include deliberate destruction or misuse of the landlord’s property or a continued, unreasonable disturbance.

WHAT EXACTLY IS AN EVICTION?

An eviction is the formal end to your right to occupy the apartment. **It does not end your duty to pay rent.** An eviction in Florida can move quickly. It starts with a Summons, then you must file an Answer within 5 days. Contact an attorney at SLS immediately.

If the court rules against you, a judgment for possession of the apartment, unpaid rent, late fees, interest, other damages, court costs and attorney’s fees may be entered for the landlord. The sheriff will post a notice at the apartment that requires you to vacate within 24 hours. If you do not vacate within 24 hours, the sheriff will remove you and your personal property from the apartment.

CAN I BE EVICTED IF I PAY "MY" RENT AND MY ROOMMATES DON'T?

Possibly. Some leases provide that the tenants are jointly and severally liable for the entire rent. This means the landlord can evict you unless the full rent is paid. In a joint lease, roommates are considered one tenant.

It is possible for you to sue your roommates in small claims court to collect their share of the rent and utilities. A written Roommate Rental Agreement will be helpful in proving your case in court. Given the difficulty of collecting money on a judgment quickly or at all, the best thing you can do is obtain new roommates.



SO WHAT IF I GET SUED? I HAVE NO MONEY!

Any judgment for money damages is enforceable for at least 20 years and earns interest. A judgment may be enforced by seizing your wages, bank accounts, or your personal property. A judgment will also adversely affect your credit rating, and can hinder your ability to rent housing, to get credit cards or financing for a mortgage or vehicle, to obtain professional licensing and possible even employment.

ADDENDUM A

HELPFUL RESOURCES



Legal Assistance

UF Students (full-time)
Student Legal Services
368 J Wayne Reitz Union
Gainesville, FL 32611-8505

www.studentlegalservices.ufl.edu

352 392 5297

All others:
Florida Bar Referral Service
Tallahassee, FL

<http://www.floridabar.org/lawyerreferral>

800 342 8011

State Assistance

Complaints: Security Deposits,
Sanitation
Department of Business Regulation
Division of Hotel and Restaurants
7960 Arlington Expressway
Jacksonville, FL 32211

<http://www.myfloridalicense.com/dbpr/hr/>

904 727 5540

Complaints, all others:
Department of Agriculture and
Consumer Services
407 S Calhoun St
Tallahassee, FL 32299

<http://www.freshfromflorida.com/Divisions-Offices/Consumer-Services/Consumer-Resources/Consumer-Protection/File-a-Complaint>

850 488 3022

Local Assistance

Complaints: Repairs
City of Gainesville Code Enforcement
200 E University Ave
PO Box 490
Gainesville, FL 32609

www.cityofgainesville.org/CodeEnforcement.aspx

352 334 5030

Alachua County Code Enforcement

<https://growth-management.alachuacounty.us/code-enforcement/>

352 374 5244

Off-Campus Housing Information

Nora Kilroy, Director
Off-Campus Life
311 Peabody Hall
Gainesville, FL 32611

www.offcampus.ufl.edu

352 392 1207

ADDENDUM B

Questions to Ask Landlords When Looking for an Apartment

Business Matters

- Can I get a copy of the lease to review (or ask SLS to review) prior to signing?
- When is rent due? Is there a grace period?
- What are the late fees? When do they take effect?
- How should I pay rent? With a credit card?
- Are any utilities included in the rent?
- Do I need to set up my own electrical or other services?
- Are utilities charged to individual apartments or averaged between residents?
- What are the requirements for a full refund of my security deposit?
- What is the average percentage of deposit money returned?
- How long have you been in business? Do you manage other properties?
- Where can I submit a complaint about management or maintenance, if I have one?
- Are there any move-in specials on rent? Any special gifts for new tenants?
- Do I get reduced rent if I refer a friend?
- Are pets allowed? Is there an additional charge?
- Are there any restrictions regarding guests, parties, etc.?
- Is the deposit waived if I have a guarantor?
- What are the standards for a guarantor to be approved?
- Is there a provision in the lease holding me responsible for the rent even if my guarantor is not approved?

Maintenance Issues

- How large is the maintenance staff?
- How do I file a request for maintenance services?
- How long does it usually take for services to be completed?
- How does management staff handle complaints about maintenance?
- What are your most common maintenance requests?
- When is the last time the unit I'm looking at was updated or remodeled?
- What modifications do you make to units between tenants?
- How do you handle pest control? What are your most common pests?
- Does maintenance ever enter apartments without giving notice?

Community Affairs

- What types of people live in the complex?
- Does management organize any community events? What types?
- What facilities are offered (pool, gym, business center)? What are the hours?
- Do I need passes to use these facilities? Can my guests use these facilities?
- How often do you update your facilities? How often is the pool cleaned?
- How can I submit a request to have the facilities cleaned or updated?
- Is there a community bulletin board or other way for residents to communicate?
- How can I report problems with another resident? How do you handle such issues?
- What is the most common complaint by residents about other residents?

Parking Problems

- How is the parking situation?
- Do residents have assigned spots?
- Do I need a parking pass?
- Can I get covered parking? A garage?
- Are car break-ins a problem?

Safety Issues

- How safe is the apartment?
- Is the community gated? Does the gate open with a code, a card, or another method?
- Have you had any break-ins in the past year? How did you address them?
- What is the most common safety complaint of residents?
- Do the windows lock?
- Does the door have a deadbolt? Can I have one installed?
- How can I verify that you've changed the locks between residents?

BEFORE SIGNING A LEASE
CONTACT **SLS FOR A LEASE REVIEW**



UF | *Student Legal Services* 

(352) 392-LAWS (5297)
studentlegalservices.ufl.edu

Sec. 30-4.10. - Occupancy limitation.

In certain districts, an increase in the number of persons occupying a dwelling beyond one family, as defined in this chapter, is detrimental to the health, welfare, safety, and morals of the citizens of this community, and is a public nuisance that causes deterioration of the surrounding property values.

- A. *Applicable districts.* The following zoning districts shall be subject to this section: RSF-1; RSF-2; RSF-3; RSF-4; RC; all PDs designed for residential use at a density of no more than eight dwelling units per acre; and all other PDs as may be specified in the rezoning ordinance.
- B. *Unlawful acts.* No owner or landlord shall enter into any agreement, contract, lease, or sublease that allows the occupancy of any dwelling unit in a designated district by more than one family, as defined in this chapter. Any agreement, contract, lease, or sublease that allows such occupancy by more than one family is unlawful and is hereby declared to be contrary to public policy.
- C. *Enforcement.* In addition to any other remedy provided for herein, the city manager or designee, upon reasonable cause to believe that this section is being violated, may request the city attorney to take any appropriate action to correct the violation.
- D. *Public nuisance.* Any person who violates this section shall be deemed guilty of maintaining a nuisance, and may result in abatement or enjoinder as provided in F.S. §§ 60.05(1) and 60.06.

The following definitions relevant to Sec. 30-4.10 are taken from Chapter 30 – LAND DEVELOPMENT CODE of the City of Gainesville Code of Ordinances

ARTICLE II. - DEFINITIONS

Sec. 30-2.1. - Definitions.

Throughout this chapter, the following words and phrases shall have the meanings indicated unless the text of the article or section in which used clearly indicates otherwise. Any word or phrase used in this chapter that is not defined in this chapter shall have the common dictionary meaning most appropriate to the context in which such word or phrase is used.

Dwelling means any building used primarily for human habitation. The term "dwelling" shall not include a hotel, motel, tourist court or other building for transients, but shall include group housing.

Dwelling unit means a room or rooms in a dwelling, other than a dormitory, comprising the essential elements of a single housekeeping unit. Each area with one address for billing, one electric meter, and/or one full kitchen shall be considered a separate dwelling unit.

Family means one or more natural persons who are living together and interrelated as spouse, domestic partner, child, stepchild, foster child, parent, stepparent, foster parent, brother, sister, grandparent, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or legal guardian, as evidenced by written documentation of such relationship, plus no more than two additional unrelated natural persons occupying either the whole or part of a dwelling unit as a separate housekeeping unit. A family also includes a community residential home, as defined in this chapter, with six or fewer residents. The persons constituting a family may also include domestic servants and temporary gratuitous guests. "Temporary gratuitous guests" as used herein shall refer to natural persons occasionally visiting such housekeeping unit for a short period of time not to exceed 30 calendar days within a 90-day period.

ARTICLE I. - LANDLORD PERMITS

Sec. 14.5-1. - Landlord permits.

- (a) *Definitions.* Unless otherwise specified in this article, "days" shall mean calendar days and "notice" shall mean written notice that is made in the same manner as provided in F.S. § 162.12.
- (b) *Application/issuance of permit.* The owner(s) of a dwelling unit, as defined in section 30-23, that is located within a district designated in section 30-57 shall obtain a landlord permit prior to allowing the occupancy of that dwelling unit by any person, whether or not for consideration. Landlord permits shall be valid from August 1, or the date of issuance, through July 31. The owner(s) of the dwelling unit or the owner's agent shall submit a written application for a permit on a form provided by the city. Upon receipt of a completed application, the city manager or designee shall issue a landlord permit for the dwelling unit provided each of the following conditions are met:
 - (1) The application is accompanied by payment of the permit fee set forth in Appendix A;
 - (2) The owner(s) and the dwelling unit are in compliance with all provisions of this article; and
 - (3) The application for the landlord permit provides the correct street address for the dwelling unit.
- (c) *Exemption.* This section does not apply if the dwelling unit is occupied by: a) the owner(s) as a permanent place of residence, as evidenced by an existing homestead exemption or a filed application for a homestead exemption, or b) no persons other than the following family members of the owner(s): spouse, domestic partner, child, stepchild, foster child, parent, stepparent, foster parent, brother, sister, grandparent, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or legal guardian, as evidenced by written documentation of such relationship.
- (d) *Payment; late payment.* The applicable permit fee is specified in Appendix A. If payment is not received on or before the due date specified in Appendix A, the late fee specified in Appendix A shall be due and payable and the city manager or designee may refer the account to a collection agency. If the collection agency does

not collect the amount due within 90 days of the referral, or if the city manager or designee decides not to refer the account to a collection agency, the applicant or permit holder shall be subject to notice of violation of this article and code enforcement proceedings, or the case can be referred to the city attorney to pursue resolution in a court of competent jurisdiction.

(e) *Failure to apply for permit.* If the city manager or designee has reasonable cause to believe that a dwelling unit is occupied without a permit in violation of this article, the owner(s) of the property shall be given notice that the owner(s) shall, within 30 days of the date notice was given, either: a) provide evidence that a permit is not required, or b) submit a permit application. Failure to either provide evidence that a permit is not required, or submit a permit application within 30 days of the date notice was given shall subject the owner(s) to a notice of violation of this article and code enforcement proceedings. Fines imposed by the code enforcement proceedings shall stop accruing, and be calculated as due and payable to the city, upon the date of occurrence of any of the following events:

- (1) A landlord permit is obtained for the subject property;
- (2) The subject property is no longer occupied in violation of this article;
- (3) The subject property has been relinquished by the owner(s) by sale, foreclosure, or other action that dispossesses the owner(s) of title to the property; or
- (4) The landlord permit year for which the owner(s) is in arrears ends.

(f) *Requirements of permit applicant.* The applicant for a landlord permit shall comply with the following requirements. Failure to comply with any of the following requirements shall be grounds for revocation of the permit, as described in section 14.5-3 or denial of a permit as described in section 14.5-4.

- (1) The applicant shall certify that he/she has provided each occupant of the subject dwelling unit with a copy of:
 - a. F.S. ch. 83, pt. II, titled "Residential Tenancies";
 - b. Chapter 14.5, article I of this Code, titled "Landlord Permits"; and
 - c. A pamphlet prepared by the city containing guidelines for rentals in residential neighborhoods.

(2)

The applicant shall certify that, in the event the city provides notice of repeated violations of certain ordinances occurring at the dwelling unit, as provided in section 14.5-2, the applicant will pursue all lawful remedies available under F.S. § 83.56, regarding termination of the rental agreement due to the tenant's failure to comply with F.S. ch. 83, the provisions of the lease or this Code.

- (3) The applicant shall certify that he/she is the fee simple owner of the dwelling unit or the agent of the fee simple owner of the dwelling unit.
- (4) The applicant shall provide the name, address, and telephone number of a contact person who resides within Alachua County to receive communications from the city concerning the permit.
- (5) The applicant shall maintain a list of the names of occupants in each dwelling unit, and such lists shall be made available to the city in a reasonable amount of time upon request.
- (g) If owner(s) sells the property for which a valid permit has been issued, the new owner(s) shall submit a permit application and otherwise meet the requirements of this article, and has the option of either: a) paying the permit fee for transfers of a permit as set forth in Appendix A, which permit shall be transferred with any outstanding points accumulated per section 14.5-2, or b) paying the permit fee for a new permit as set forth in Appendix A, which permit shall have no accumulated points.

(Ord. No. 070107, § 2, 6-25-07; Ord. No. 100591, §§ 1, 2, 7-21-11; Ord. No. 140043, § 1, 7-17-14; Ord. No. 140292, § 2, 7-21-16)

Sec. 14.5-2. - Points assessed on permit.

- (a) *Violations; warnings; points.* When a dwelling unit regulated by this article is the subject of repeated warnings of violation and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of the following city ordinances:
 - (1) Noise ordinances (chapter 15 of the Code of Ordinances);
 - (2) Animal control ordinances (chapter 5 of the Code of Ordinances);
 - (3) Solid waste ordinances (article III of chapter 27 of the Code of Ordinances);

- (4) The provisions of section 30-57 concerning habitation by more than one family;
- (5) Yard parking ordinance (subsection 30-56(c)(4) of the Code of Ordinances);
- (6) Section 13-171 (related to insects, storage, trash and yard maintenance); or
- (7) Section 13-181 (related to hazardous conditions).

The landlord permit for the dwelling unit shall be subject to the accumulation of points as follows:

- a. For one or more written warnings given in any 24-hour period for violation of one or more of the ordinances listed above, one point will be assessed on the landlord permit for that unit. For each instance of adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or plea of no contest (including, but not limited to, payment of fine) for violation of any of the ordinances listed above, two points will be assessed on the landlord permit for that unit. However, to the extent more than one person is adjudicated guilty, found guilty with adjudication withheld, waives the right to contest the violation or pleads no contest for the same violations that occur within a 24-hour period, only two points will be assessed on the landlord permit for that unit. For purposes of this section, written warnings shall mean those warnings issued pursuant to civil citation or code enforcement procedures, including stickers placed on vehicles advising of violation of the yard parking ordinance.
- b. After each point is assessed on a landlord permit for a unit, the city manager or designee shall send a written warning to the owner(s) or agent. Each warning shall specify which ordinance or ordinances have been violated and shall state that further warnings or violations may lead to a revocation of the permit.

(Ord. No. 070107, § 2, 6-25-07; Ord. No. 140292, § 2, 7-21-16)

Sec. 14.5-3. - Revocation of permit.

(a)

Accumulation of six or more points on a permit during any three consecutive annual (i.e., August 1 through July 31) permit periods or failure to comply with subsection 14.5-1(f), shall constitute a violation of this article subjecting the owner(s) to proceedings to revoke the permit as follows:

- (1) The city manager or designee shall have written notice served to the owner(s) or agent to show cause why the permit should not be revoked.
- (2) The owner(s) or agent shall have 15 days from the date of service to request a hearing to determine whether the permit should be revoked. The request shall be sent to the city manager by certified mail, return receipt requested. If such request is not timely made, the revocation shall take effect on the 21st day after the date of service to show cause.
- (3) Upon request for a hearing, a hearing shall be scheduled before the code enforcement board or special magistrate.
- (4) In conducting the hearing, the code enforcement board or special magistrate shall have the power to administer oaths, issue subpoenas, compel the production of books, paper, and other documents, and receive evidence. All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel or other qualified representative. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at common law or a noxious use of private property on the part of the owner(s) or agent shall not be a defense by such owner(s) or agent.
- (5) If the code enforcement board or special magistrate finds either: (a) the accumulation of the six points and the existence of a public nuisance at common law or noxious use of private property, or (b) the owner(s) failed to comply with subsection 14.5-1(f), the code enforcement board or special magistrate shall enter an order revoking the permit.
- (6) If the code enforcement board or special magistrate finds no failure to comply with subsection 14.5-1(f), no public nuisance at common law or noxious use of private property exists, or that the owner(s) has recovered

possession of the dwelling unit from the tenant(s) that caused the violation(s), the code enforcement board or special magistrate shall enter an order to dismiss the revocation action and, if appropriate, to rescind points from the permit based upon the actions taken by the owner(s) to seek compliance with the city's ordinances.

- (7) The code enforcement board or special magistrate's order shall consist of findings of fact, conclusions of law and relief.
- (8) Notice of the final order shall be provided to the owner(s) within 15 days of the date of the final order.
- (9) If the permit is revoked under these procedures, the owner(s) or agent shall have 15 days from the date of the final order to commence proceedings to recover possession of the rental unit under state law from the tenant(s) that caused the violation(s), if not already done. The owner(s) or agent shall diligently pursue the process of eviction to completion. The owner(s) or agent shall provide copies of all documents provided to the tenant(s) or filed with the court concerning the eviction process to the city manager or designee. If the owner(s) fails to comply with these provisions, or fails to abide with the final order of the city, the city may cite the owner(s) for violation of section 14.5-1 (renting without a landlord permit), or seek other available legal or equitable relief.
- (10) In addition to the above-described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.
- (11) The final order of the city is subject to certiorari review in a court of competent jurisdiction in Alachua County, Florida.

(Ord. No. 070107, § 2, 6-25-07; Ord. No. 140292, § 2, 7-21-16)

Sec. 14.5-4. - Denial of permit.

- (a) The city manager or designee may deny issuance of any permits applied for under this section if it is determined either that the owner or agent has made material misrepresentations about the condition of his/her property or status of ownership, or that the occupancy of the property is in violation of section 30-57 or that the

owner or agent has refused to make or comply with the certifications required in subsection 14.5-1(e) or that the owner has otherwise violated a provision of this article.

- (b) If the city manager or designee determines there is reasonable cause to believe that there are grounds to deny a permit applied for the city manager or designee shall provide notice of the denial, including the grounds for the denial.
- (c) Within 15 days of the date of the notice, the owner may request in writing to the city manager a hearing on the denial. The city manager or designee shall schedule the hearing to occur within 15 days after receiving the request for hearing and shall notify the owner at least five days in advance of the time and location for the hearing. The hearing may be postponed if mutually agreed upon by the city manager and the owner.
- (d) The hearing shall be conducted informally and adherence to the rules of evidence normally followed by the courts shall not be required. Any person may present testimony, documents or other evidence as deemed relevant by the city manager or designee. Any person may be represented by counsel.
- (e) The city manager or designee shall consider all evidence presented, and if the preponderance of the evidence supports the allegation of violation the permit shall be denied. If the preponderance of the evidence does not support the allegation of violation, the permit shall be issued. The decision of the city manager or designee may be appealed by a writ of certiorari to a court of competent jurisdiction in Alachua County, Florida.
- (f) The city manager or designee may waive the denial requirement as to any permit if it is determined that the owner has attempted in good faith to comply with this article. In determining asserted good faith as required for a waiver, the city manager or designee may consider, but not be limited to, the owner response to current violations and remedy of past violations.
- (g) If a permit is denied under this section, the owner whose permit was denied shall not be issued another permit on the same dwelling unit for a period of 6 months after the date of denial.

(Ord. No. 070107, § 2, 6-25-07)

Sec. 14.5-5. - Inspections and complaints.

- (a) *Inspections.* By applying for a permit, the owner agrees to allow inspection of the unit for violations of this article, as well as violations of the housing code (article II of chapter 13 of the Code of Ordinances) at any reasonable time; however, this provision shall not be interpreted as authorizing the city to conduct an inspection of an occupied rental unit without obtaining either the consent of an occupant or a warrant.
- (b) *Complaints.* Each complainants shall be requested to state his/her name and addresses and give a statement of the facts giving rise to the complainant's belief that the provisions of this article are being violated. Such Information may be obtained orally or in writing. A complainant may be subpoenaed to appear in a revocation or denial proceeding to provide evidence or testimony.

(Ord. No. 070107, § 2, 6-25-07)

Secs. 14.5-6—14.5-14. - Reserved.



Engaging & Supporting Landlords through Risk Mitigation Funds

Community Profiles

A risk mitigation fund can be an important tool in your community's landlord engagement toolbox. Below we've gathered details on how Denver, Colorado, Orlando, Florida, Portland, Oregon, and Seattle, Washington implemented this incentive as a key part of their full landlord engagement strategy.

City of Orlando and Orange County, Florida

What led to creating the fund? How was it started?

In the City of Orlando, the extremely low vacancy rate and the disparity between cost of living and wages led the city to start identifying ways to increase landlord recruitment and support for existing tenants with vouchers. Landlord engagement is also part of the broader efforts of Orlando/Orange County to end chronic homelessness. The shared risk fund started in 2014 primarily as a damage fund, but quickly expanded to offer short-term vacancy reimbursement.

Who is currently leading the effort and who provides funds?

The City of Orlando continues to lead and provide the funding for participating landlords regardless of where the units are located. The Office of the Mayor views this as its contribution to the larger efforts of ending chronic homelessness and the money comes from the Code Enforcement Revenue at the city. The Office of the Mayor hope to ramp up resources and staffing in the long term to cover even more expenses.

How is the fund managed/staffed?

The shared risk fund is currently managed by the City of Orlando Office of Business and Financial Services, and is submitted to the city by the Homeless Services Network of Central Florida (HSN). HSN is the lead agency for the Continuum of Care in Orange County.

What is covered by the fund?

The shared risk fund was designed to support all areas of risk a landlord may assume. The fund prioritizes coverage for individuals experiencing chronic homelessness and Veterans who are referred through Supportive Services for Veteran Families. Veterans using HUD-VASH vouchers are not covered by the Shared Risk Fund at this time in order to keep the pilot project manageable.

It includes coverage of up to 75% of damages (after insurance and deposit), and reimbursement for claims up to \$300 may be available without inspection. Claims are capped at \$2,000 for a single unit and \$3,000 for a multi-bedroom unit, and are reviewed on a case-by-case basis. Unpaid rent reimbursement is also available and

How do landlords participate?

applies to circumstances such as “holding fees” and abandoned units or unpaid tenant rent.

Landlords are eligible if they can confirm participation in the Central Florida Supportive Housing Program (CFSHP) and the claim involves a CFSHP-referred tenant. To participate, landlords contact CFSHP’s Housing Locator Team directly.

How do agencies/providers participate?

Agencies are automatically included if they are participating in centralized intake through the CFSHP. The Shared Risk Fund is tied to certain households where occupants were previously identified as experiencing chronic homelessness through the coordinated entry system. Those households are currently being served by the Health Care for the Homeless agency. However, if other agencies were awarded funding to serve households as part of that project, those program participants would also be covered through the shared risk fund.

How do tenants participate?

Anyone referred by CFSHP is eligible, with prioritization for people experiencing chronic homelessness and Veterans referred through Supportive Services for Veteran Families. However, as noted earlier, Veterans with HUD-VASH vouchers are not covered by the shared risk fund at this time.

How and by whom is it paid out?

The City of Orlando CFO manages payments. Landlords file a claims with the Homeless Services Network (HSN), who then reviews for compliance and bills the city. Funds are held in a non-lapsing appropriation with a purchase order to HSN as the sole service provider to receive payment for these costs. If the money runs out, the City of Orlando is committed to reevaluating the need/benefits of the shared risk fund and to consider additional funding.

Lessons learned:

Landlords appear more interested in renting to individuals needing affordable housing. Additionally, to date, there have been no claims filed, supporting the idea that such a fund provides peace of mind rather than addressing a significant existing financial need for landlords.

For more information:

<http://www.hsncl.org/programs/housing-locator/>

Portland, Gresham, and Multnomah County, Oregon

What led to creating the fund? How was it started?

Portland, Gresham, Multnomah County's investment in the Veteran risk mitigation pool began as a response to low vacancies and high rents. The risk fund was identified by landlords as an important incentive in exchange for prioritizing Veterans for their units. Launched FY 2014, the funds were highlighted as part of the supports offered to landlords.

Additionally, availability of the pool has helped offset other direct costs that housing placement providers were facing, as landlords were otherwise charging significantly higher deposits to rent to tenants with any housing barriers in Portland's very tight rental housing market.

Who is currently leading the effort and who provides funds?

The City of Portland and Multnomah County are leading an ongoing effort to end homelessness, called A Home for Everyone, as well as a specific effort to end Veteran homelessness, called A Home for Every Veteran. The Mayor of Portland and the Chair of Multnomah County and Gresham are actively involved in both efforts. They assisted in the initial efforts by calling local landlords and encouraging them to rent to Veterans experiencing homelessness.

The funding for the Veteran risk mitigation fund comes from the City of Portland. Initially, the Portland City Council approved the funding as a special appropriation during FY 2014-15 and then continued it through the adopted FY 2015-16 budget at the Portland Housing Bureau. To date, the fund totals over \$100,000.

How is the fund managed/staffed?

The risk mitigation pool is managed by the Landlord Recruitment and Retention Program (LRRP). The LRRP is funded by the City of Portland, and managed and operated by JOIN, a local homeless services provider that works to ensure people experiencing homelessness can return to permanent housing.

The LRRP staffs a 24/7 hotline to address any issues or concerns that may arise from landlords. However, most of their time has been spent doing outreach to recruit additional landlords, as well as reaching out to landlords who have already begun the program and proactively ensuring a trusting relationship with their tenant.

What is covered by the fund?

The risk mitigation pool covers any damages to a unit that may occur during occupancy but are not covered by a security deposit. Additionally, the fund can cover tenants who fall behind in rent or who break a lease prematurely. Portland did not establish a contractual limit on how much an individual tenant can access from the fund, though the fund itself is capped at \$100,000. JOIN established a \$3,000 cap per household unless otherwise negotiated. Landlords are required to submit claims to JOIN for reimbursement.

How do landlords participate?

Interested landlords or site managers contact the Landlord Recruitment and Retention Program directly.

How do agencies/providers participate?

The fund covers units occupied by Veterans who have been housed by local Supportive Services for Veteran Families and HUD-VASH housing placement staff.

How do tenants participate?

All Veterans who have Supportive Services for Veteran Families or HUD-VASH vouchers are eligible to participate and would coordinate any assistance through a service provider or case manager. Veterans seeking services can also find resources at <http://ahomeforeveryone.net/veteran-resources/>.

How and by whom is it paid out?

Landlords claiming damages contact the LRRP, who assist them immediately in accessing the needed funds. The funds are flexible and easy to access. To date, the funds have only been utilized once.

Lessons learned:

Landlords need to be treated as an ally and partner in the work. Having a strong media push is vital so that landlords are aware of the presence of the fund. For Portland, the Landlord Recruitment and Response program has also shown that this risk fund model could be used for a broader group, such as families experiencing homelessness.

For more information:

<http://ahomeforeveryone.net/landlord/>

City of Seattle and King County, Washington

What led to creating the fund? How was it started?

With a combination of low vacancy rates and high-cost housing, housing partners needed a plan to make more units available for individuals with vouchers and rental supports. Also, landlords did not have a central point-of-contact for questions or to express interest in partnering to end homelessness. Instead, they were receiving many requests to participate from multiple agencies in the community.

In 2009, the Seattle/King County Committee to End Homelessness took on the role of designing a comprehensive program for strategic landlord engagement. They created the Landlord Liaison Project (LLP) and their risk reduction fund serves as one key element of that project. When designing the fund, planners also worked with the local Public Housing Authority to understand more about typical expenditures and cost estimates.

Who is currently leading the effort and who provides funds?

The risk reduction fund was started with an initial \$1 million investment from the King County Veterans and Human Services Levy, with half of the funds reserved for Veterans and their families. This portion of the fund is held at King County and drawn down as needed. Over the years, other funders have contributed to the mitigation resources, including United Way of King County, Seattle Housing Authority, and King County Housing Authority (some of the resources are targeted for specific subpopulations and geographic areas). There are three primary funders contributing to the LLP: King County, City of Seattle, and United Way of King County.

How is the fund managed/staffed?

The LLP is managed by the YWCA and delivered by a staff of six, which includes a program manager, three housing specialists, a housing education specialist, and support staff. LLP staff provide outreach and engagement with landlords; direct assistance to clients to find appropriate housing (in partnership with case managers in the community); mediation with landlords and tenants if an issue arises; landlord and tenant education and classes; and move-in funds, time-limited rental assistance, and eviction prevention funds. LLP staff are also responsible for approving any charges to the Risk Reduction Fund. The fund was designed to be held by King County or other funders and only drawn down on an as needed basis.

What is covered by the fund?

The fund is meant to cover excessive damages to a unit beyond the security deposit. The landlord can also receive assistance for unpaid rent and legal fees. There are limits to the amount that a landlord can access.

Other flexible dollars are also included in the toolkit of available resources with the LLP, such move-in assistance, limited rental assistance and eviction prevention funds, landlord and tenant mediation, and educational classes.

How do landlords participate?

LLP reaches out to recruit landlords who have vacancies and who are willing to rent to people with rental barriers. The landlord and the LLP housing support specialist negotiate screening criteria, which must comply with fair housing laws, and support the tenant through the lease signing and move-in process. The LLP housing support specialist meets with the landlord annually to evaluate the partnership agreement.

How do agencies/providers participate?

The LLP is designed to be a centralized housing search assistance program and to operate as a service for all eligible agencies to access. To join, an agency completes an application form. Once the agency is approved, the agency's case managers meet directly with LLP staff and/or attend an agency orientation. The orientation covers partner expectations, the client application process, financial assistance forms, and tenant education opportunities. Partnership agreements with the LLP clarify roles and set expectations regarding the level and quality of services to be provided to tenants.

How do tenants participate?

To participate in LLP, a household must be referred by a partner agency. LLP staff will assist participants with tenant trainings and mediation with landlords and provide a 24/7 phone number for the landlord to call in case an issue arises. Eviction prevention funds are available for two years after move-in, on an as-needed basis. LLP staff also work with the referring agency to formulate a plan to address the tenant's underlying housing issues.

How and by whom is it paid out?

LLP staff members oversee charges to the risk reduction fund. A landlord may submit a claim to LLP for damages that occur within the first two years of tenancy.

Lessons learned:

The LLP needed to determine how to set up a rolling fund with the county that didn't have to be spent in full each year. The original fund investment has lasted far longer than anyone expected. In addition to the risk mitigation fund, the other most important aspect of the program for landlords has been the 24/7 phone number to call if an issue comes up during the night or on the weekends.

For more information:

www.landlordliaisonproject.org

Denver, Colorado Metro Region

What led to creating the fund? How was it started?

The landlord recruitment program, Landlords Opening Doors, is an effort to identify and provide incentives to landlords to make housing units available for Veterans and individuals experiencing chronic homelessness. The fund was created to address the perceived risk of housing those most in need. This campaign was developed in response to an exceedingly tight rental market in the seven-county Denver metro region.

Who is currently leading the effort and who provides funds?

Landlords Opening Doors is led by Metro Denver Homeless Initiative (MDHI), the Denver metro CoC lead organization, in partnership with Brothers Redevelopment, Inc., a local affordable housing non-profit. Other partners include the Metro Mayors Caucus (MMC), Atlas Realty, and the Colorado Department of Local Affairs (DOLA). The MMC includes 40 mayors whose cities are all within the Denver metro CoC.

The fund was created with dollars from MMC, approximately 15 municipalities in the CoC, and donations from local property management firms. To date, this fund totals more than \$65,000.

How is the fund managed/staffed?

The infrastructure and staffing for the initiative and fund is provided by MDHI and Brothers Redevelopment, Inc. Funding for Brothers Redevelopment is provided by the Colorado DOLA. Resources for the incentive fund are provided by the MMC, as well as private funders. Administrative and operation costs come from other funding sources, so that 100% of the \$65,000 can go to landlords.

What is covered by the fund?

The fund covers property damage and holding fees. Property damage claims up to \$300 may be available without a preliminary unit inspection and will cover minor damages and repairs (after the deposit is applied). Property damage claims exceeding \$300, but not more than \$1,000, will be reviewed on a case-by-case basis. Eligible damages may include: wall gouges and holes; doors and cabinets including their hardware; carpet stains or burns; cracked tiles; broken windows; minor household fixtures such as disposal, toilet, sink, sink handle; and lighting fixtures.

The payment of a holding fee of up to half the monthly rental payment or \$600, whichever is less, can be provided to hold a unit for an eligible tenant while awaiting subsidies to be made available.

How do landlords participate?

Funds for property damage and holding fees are reserved for landlords who have participated in Landlords Opening Doors, have leased the unit to an approved tenant, and continue to allow placement of the tenant in the same unit.

To apply for a holding payment equal to half of one month's rent, a landlord must have placed the previous tenant through the Landlord Recruitment Campaign and have rented the same unit to another tenant through the process. To participate, landlords contact Colorado Housing Connects and ask for the Landlord Recruitment Specialist, or sign-in via the website www.coloradolandlords.org.

How do agencies/providers participate?

Agencies participating in Denver Metro's regional coordinated entry system are eligible to participate. Brothers Redevelopment invested in building an online platform that maintains a list of available units, and a group representing the region's providers regularly reviews the list together to match units with tenants. Participating agencies have agreed to respond in a timely manner regarding open units and to provide excellent customer service to participating landlords.

How do tenants participate?

Tenants do not directly access the fund, but instead address any issues through their case managers as part of the coordinated entry system. Tenants who access housing through the Landlords Opening Doors campaign agree to receive coaching on good tenancy practices, including timely payment of rent, conflict resolution, and communication with landlords.

How and by whom is it paid out?

Landlords submit their claims to their Colorado Housing Connects Landlord Recruitment Specialist, who reviews and forwards to MDHI for payout. Claims are reviewed within two business days and paid within 30 days, after a post-repair inspection. At this point, only one claim has been made against the fund.

Lessons learned:

The Denver metro region is shifting from an individual community approach to a coordinated regional strategy. Stakeholders across jurisdictions were often approaching the same landlords, causing confusion. And smaller organizations were less equipped to develop relationships with landlords and both secure units and provide support if issues arose. By coordinating efforts, the metro region now has a streamlined approach that supports organizations of all sizes and offers improved service to landlords with increased efficiency in matching landlords to tenants.

Cold calling landlords proved largely ineffective, so partners are working with local providers, the faith-based community, and others to provide warm handoffs. Leaders consider the effort to be worth the work, though they note a significant obstacle in overcoming the costs of one bedroom and efficiency apartments, which are in high demand and often bring in rent over asking amounts. They continue to look at ways to expand what the fund can cover and strengthen coordination between agencies and landlords, as a part of the regional effort.

For more information:

www.coloradolandlords.org

www.mdhi.org