

**BELOW ARE SOME FREQUENTLY ASKED QUESTIONS THAT MAY ANSWER SOME OF YOUR QUESTIONS OR CONCERNS REGARDING EVICTIONS.**

**THE CLERK'S OFFICE CANNOT PROVIDE LEGAL ADVICE FOR YOUR SPECIFIC SITUATION. IF YOU REQUIRE MORE INFORMATION, PLEASE CONTACT AN ATTORNEY FROM THE FLORIDA BAR REFERRAL AT 800-342-8011 OR CONTACT LEGAL SERVICES OF NORTH FLORIDA AT 850-769-3581 OR REFER TO FLORIDA STATUTES CHAPTER 83.**

(FREQUENTLY ASKED QUESTIONS BY TENANTS)

**What if the landlord will not repair the dwelling?**

You may give the landlord a written 7 day notice before the rent comes due to initiate the repairs needed or else you will be terminating the rental agreement. If the landlord fails to make the repairs, you can [reduced the rent by an amount in proportion to the loss of rental value caused by the noncompliance](#). If you withhold the rent, the landlord may give you a three day notice for the non payment and initiate eviction proceedings. You have the right to post the rent with the court once the case has been filed. There is a fee to post money with the court.

**If I have a problem with the landlord over the dwelling, can I post the rent into the registry of the court?**

Money may be posted into the court registry only when a case is filed with the clerk's office. You may want to contact an attorney or refer to the Florida Statutes for direction.

**Can the landlord just come in and take possession or change the locks on the dwelling?**

The landlord should give proper notice in writing to you and then the landlord should start eviction proceedings with the court which would serve you with a summons by the Sheriff and give you an opportunity to file an answer.

**I am being evicted and I was just served a notice giving me 24 hours to move, is this correct?**

After a judgment is signed and a writ of possession is issued and served on the tenant, the tenant has 24 hours to vacate. The Sheriff will authorize the landlord to remove all personal belongings from the house after 24 hours and give possession of the property back to the landlord.

**If I file an answer and the Judge has not made a decision before my five days are up, do I still have to move at the end of the five days?**

When you file an answer, it will be sent to the Judge's office as soon as possible by the clerk. We must wait until the Judge has made his decision before any paperwork can be signed or a hearing set. There is no time limit on the Judge and these cases are looked as quickly as possibly depending on the judge's calendar.

## FLORIDA STATUTE

### **83.51 Landlord's obligation to maintain premises.—**

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

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. [83.59](#).

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

**NOTICE TO LANDLORD OF FAILURE TO MAINTAIN PREMISES**

To: \_\_\_\_\_  
Landlord's Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State and Zip Code

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

This is to inform you that you are not maintaining my dwelling as required by Florida Statute 83.51 or our lease agreement. Therefore, you have **seven (7) days** to comply with the noncompliances listed below or the following steps may be taken pursuant to Florida Statute.

83.56(1)(a) If your failure to comply renders the dwelling unlivable and I vacate, I shall not be liable for rent during the period the dwelling remains uninhabitable.

83.56(1)(b) If your failure to comply does not render the dwelling unlivable and I remain in occupancy, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

List the landlord's noncompliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

Make a copy for your records.  
Hand Deliver or mail a copy to the landlord.