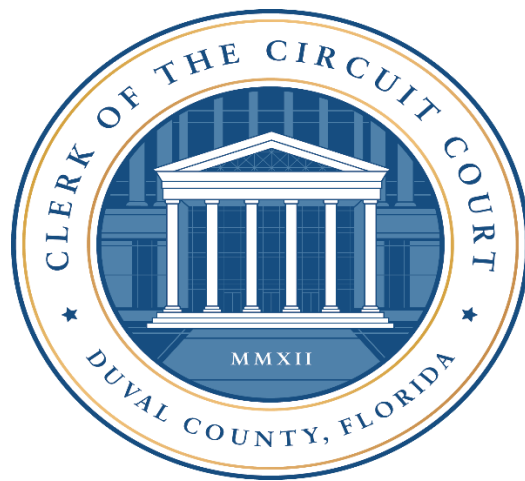


JODY PHILLIPS
CLERK OF THE CIRCUIT AND COUNTY COURTS
JACKSONVILLE, FLORIDA
www.duvalclerk.com



PACKET FEE: \$1.75

TENANT RIGHTS

Please contact the Clerk's Office at (904) 255-1979 or visit us online at

www.DuvalClerk.com for additional information.

Updated 8/2024

TENANT RIGHTS

*** Important Information ***

A tenant eviction is the legal procedure a landlord must follow to have a tenant removed from the landlord's property.

REFER to chapters 45 through 57 and chapter 83 of the Florida Statutes for information regarding tenant eviction cases.

- Copies of these statutes are available at the law library located in the Duval County Courthouse or online at the Florida Legislature website at <http://www.leg.state.fl.us/Statutes>

REVIEW the Quick Reference Guide prior to completing any forms.

RETAIN COPIES of all forms filed for your records.

DOCUMENTS MUST BE LEGIBLE, type written or legibly handwritten in black or blue ink.

IT IS IMPORTANT that the names and addresses are the same on all documents.

A DELAY CAN OCCUR as a result of any errors on your paperwork.

PAY TO THE CLERK OF THE COURT the rent that is due as set forth in the landlord's complaint or as determined by the court once you have been served by a summons. You **MUST** pay the Clerk the rent each time it becomes due until the lawsuit is over.

YOU MUST PROVIDE self-addressed, stamped envelopes and/or copies for each party for any issue requiring the Judge's signature or your issue **WILL NOT** be reviewed by the court.

Information or forms provided by the Clerk of the Circuit Court should be considered as basic information only and may not be applicable to every situation. The information provided in this packet is not intended to be used as legal advice. Specific guidance concerning filing a lawsuit or questions about your particular situation should be directed to an attorney.

If you have any questions, you may contact us at 904-255-1979.

If you feel you need further assistance or require any legal assistance regarding completion and/or filing of these forms, you may want to contact an attorney.

LANDLORD/TENANT INFORMATION

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 information sheet was developed to answer many of the questions frequently asked about landlord/tenant relationships.

Deposit and Rent Requirements

Section 83.49(a), F. S.

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 of a dwelling unit 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;
- Keep the plumbing in reasonably good working condition.

The landlord's obligations may be altered or modified in writing with respect to a single-family dwelling or duplex.

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

In addition to providing the above requirements, the landlord of a dwelling unit other than a single-family home or duplex shall, at all times of the tenancy, make reasonable provisions for:

- Extermination of rats, mice, ants, and 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.

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

If the dwelling is a single-family home or duplex, a working smoke detection device.

This does not mean that the landlord is obligated to pay for utilities, water, fuel or garbage removal, although he/she may choose to. 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.
- 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 themselves and require other persons on the premises with his/her consent, to conduct themselves in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

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. The landlord, however, 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.

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.

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.

If the Landlord Does Not Comply

Section 83.56 (1) F.S.

You may be able to withhold rent if your landlord fails to do what the law or rental agreement requires. You must however, 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.

Evictions Other than 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 landlord began a legal action to evict you, 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 and a judgment is entered against you, the clerk of the county court may 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.

Termination of tenancy without a specific term - days of written notice required (prior to termination):

Weekly ----- 7 days
Monthly ----- 15 days
Quarterly ----- 30 days
Yearly ----- 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), 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 below 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.

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

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 your address change 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, and 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.

QUICK REFERENCE GUIDE TO COMPLETE FORMS

Notice from Tenant to Landlord – Withhold Rent –

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

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

Notice from Tenant to Landlord – Termination of Lease –

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

The tenant should carefully review section 83.51(1), Florida Statutes, and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after notice is given and if the landlord fails to make the required repairs. Section 8.51 F.S. provides as follows:

8351 Landlord's obligation to maintain premises.

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

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant.

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

Motion to Determine Amount of Rent –

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

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

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

INSTRUCTIONS

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

83.51 Landlord's obligation to maintain premises.

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

- (a) Comply with the requirements of the applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the Landlord shall not be required to maintain a mobile home or other structure owned by the Tenant.

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

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

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Functioning facilities for heat during winter, running water, and hot water.

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

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

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

SOURCE: Section 83.56, Florida Statutes (2007).

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

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

To: _____

Landlord's Name (or authorized agent)

Address

City, State, Zip Code

From: _____

Date: _____

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

List Landlord's violations, non-compliance, or default:

Signature

This letter sent to you pursuant to F.S. 83.56

Name of Tenant

Address

City, State, Zip Code

Phone Number

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

INSTRUCTIONS

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

83.51 Landlord's obligation to maintain premises.

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

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, Windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the Landlord shall not be required to maintain a mobile home or other structure owned by the Tenant.

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

- (2) (a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:
 - 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
 - 2. Locks and keys.
 - 3. The clean and safe condition of common areas.
 - 4. Garbage removal and outside receptacles, therefore.
 - 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 laboratory using nationally accepted testing standards.

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

SOURCE: Section 83.56, Florida Statutes (2007)

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

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

To: _____

Landlord's Name (or authorized agent)

Address

City, State, Zip Code

From: _____

Date: _____

Re: Seven Day Notice of Noncompliance to Landlord

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

List Landlord's violations, non-compliance, or default:

Signature

Name of Tenant

Address

City, State, Zip Code

Phone Number

This letter sent to you pursuant to F.S. 83.56

IN THE COUNTY COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

Plaintiff(s)

Case No.: _____
Division: _____

Vs.

Defendant(s)

MOTION FOR/TO

The _____ Plaintiff _____ Defendant (check one) moves for entry of an order by the Court Granting the following relief (explain what you want the Court to do):

The grounds or reason for this motion are (explain):

Certificate of Service

I certify that a copy has been furnished to _____ (name of other party) at _____ (address or email) by email / mail / hand delivery (circle one) on _____ (date).

Signature

Name [Print]

Address

City, State, Zip Code

Telephone