

General Guidelines for Florida Landlords

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Below are some general guidelines and checklists that Florida landlords may want to consider when dealing with tenants, including pre-litigation tips and recommended lease provisions. The following is not an exclusive list of topics/items to consider. **Pre-Litigation Tips for Landlords**

- Communicate with tenants in writing
- Maintain all payment and expense records
- Properly notify tenants in accordance with terms of the lease
- Issue demand letters when appropriate
- Comply with contractual obligations to tenants (e.g., make improvements if required, etc.)
- Consult with an attorney when confronted with the threat of litigation or if and when you have questions or concerns regarding your rights and obligations

Useful Provisions a Landlord Should Include in a Lease

- Define all amounts owed under the lease as “additional rent,” regardless of their nature. (i.e. “additional rent” includes late charges, interest, and attorneys’ fees and costs incurred in connection with enforcing the lease).
 - To defend an eviction, the tenant must deposit all unpaid rent with the court. Tenant’s failure to pay rents will result in the tenant’s eviction unless the amount of rent is in dispute. If the landlord defines all amounts owed under the lease as “additional rent,” those amounts constitute rent and tenant would be required to deposit all amounts due to landlord to defend an eviction.
- Draft attorneys’ fees provisions broadly to include fees and costs incurred in pre-litigation collection efforts, litigation, appeal, and bankruptcy litigation.

- Notice provisions must be specific. Follow the notice provisions of the lease with respect to time frame and method of service.
- Always include a “time is of the essence” provision to discourage delay.
- Add a provision that allows the landlord to accept partial payments without waiving tenant’s default and landlord’s right to enforce the lease.
- Include a provision that holds tenant liable for double rent for any amount of time the tenant holds over after the lease has been terminated. Specify that this is not an exclusive remedy and that the landlord does not waive his/her/its right to use other available remedies.
 - This allows the landlord to collect double rent for hold over, while still preserving the option to evict the tenant (or pursue any other available remedy).
- Outline landlord’s responsibility if and when he/she/it discovers tenant vacated the leased premises before the lease term expired.
 - Example: Require landlord to provide written notice and a 10 day opportunity for the tenant to claim any personal property. If the 10 days pass and the tenant hasn’t claimed the property, the landlord can dispose of the property.
- Restrict the filing of liens against the landlord’s interest in the property with respect to tenant improvements.
 - This provision will address a problem created by a recent change in Florida law. Section 713.10, Florida Statutes extends liens to the interest of landlords for improvements made in accordance with a landlord-tenant agreement. By including this provision in the lease, the landlord’s interest in the property cannot be encumbered through liens for tenant improvements.

Checklist: Information to Collect from Prospective Tenants

- Social Security Number or EIN
- Telephone Number
- Address
- Credit Report
- Past Rental History
- References
- Guaranty of Lease by principals of tenant (if corporation)

Information Needed to Draft a Lease

- Description of leased premises
- Term of the lease
- Rent payment terms (method of payment, due date, etc.)
- Proposed use of the premises
- Maintenance obligations of tenant
- Rules and regulations relating to use of property
- Items or benefits the landlord will provide
- Tenant's responsibilities under the lease
- Options (extend lease, purchase option, etc.)
- Defaults and remedies
- Notice requirements

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