



## RENTERS' RIGHTS

If your rental apartment was damaged by a hurricane or by any other type of natural disaster such as a tornado, flood, or sinkhole, you have certain rights under Florida law.

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### *If you have a written lease...*

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But, if you have a written lease, the first thing that you should do is look at your lease to see what rights you have under the lease. Many written leases specifically give the tenant the right to end the lease and move out immediately if the rental property is so damaged that the tenant can no longer live there or if it is unsafe for the tenant to remain there.

However, you should be aware that your landlord could always contest your claim that the property was damaged or unsafe; so, if you are going to try to break your lease and move out, you should make sure to take pictures of the entire property so that you can prove that the property was sufficiently damaged or unsafe that you could no longer live there.

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### *Landlords' obligations under Florida law.*

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But, regardless of whether you have a written lease or what the written lease says, all Florida landlords have the following obligations under Florida law:

- they must comply with all applicable state and local building, housing, and health codes;
- if there are no applicable state or local building, housing, or health codes, the landlord must 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;



- landlord of multiple family rental units must at all times make reasonable provisions for:
  - the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs;
  - the clean and safe condition of the common areas;
  - garbage removal and outside receptacles for the garbage; and
  - functioning facilities for heat during winter, running water, and hot water.

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***The general rule on a tenant's right to break the lease under Florida law.***

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In general, if a landlord materially fails to comply with the material provisions of the lease, fails to comply with all applicable state and local building, housing, and health codes, or fails to maintain the premises in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition, the tenant may break the lease.

The tenant begins the process for terminating the lease by sending the landlord a letter stating the reasons why the tenant is going to terminate the lease. The letter must state how the landlord is not in compliance with Florida law and must state that the tenant intends to terminate the lease.

If the landlord then fails to remedy the premises within 7 days after the tenant delivers the letter, the tenant may terminate the lease.

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***Specific rule on a tenant's right to break the lease under Florida law when the landlord's failure to keep the premises in good repair is due to causes beyond the landlord's control such as a hurricane or other natural disaster.***

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The above was the general Florida rule on breaking leases. However, Florida has a more specific rule that governs situations where the landlord's failure to keep the premises in good



repair and in compliance with applicable state and local building, housing, and health codes is due to causes beyond the landlord's control and the landlord has made and continues to make every reasonable effort to correct the failure to keep the premises in good repair.

In that situation, the tenant cannot unilaterally break the lease, but is entitled to stop paying rent during the time that the unit is uninhabitable.

Specifically, if the landlord's failure to comply with applicable state and local building, housing, and health codes renders the house or apartment uninhabitable and the tenant vacates the unit, the tenant shall not be liable for rent during the period the unit remains uninhabitable. But unless the landlord agrees that the tenant may break the lease, the landlord may have the legal right to compel the tenant to resume paying rent on the unit after it is repaired.

But if the landlord's failure to comply does not render the unit completely uninhabitable, the tenant has the right to remain in the unit and pay a lower amount of rent for the period that the unit is damaged. Specifically, the rent must be reduced by an amount in proportion to the loss of rental value caused by the damage to the unit until the unit is fully repaired.

And if the landlord agrees that the terminated, you should make sure to request the return of your security deposit. And, again, you should make sure to document the condition of the premises by taking pictures of the entire unit.

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***What if I want to stay, but my landlord insists that the property is unsafe and is trying to evict me?***

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Some people may wish to continue living in a hurricane-damaged house or apartment because they have nowhere else to go. But what if your landlord thinks that the unit is too badly damaged for a tenant to live in it, and wants to evict you to that he/she can repair it?



If that happens, the first thing that you should do is see what your lease says about that situation, if you have a lease. But regardless of whether you have a written lease or not, the landlord may have a right to file a right of action for possession of the premises so that he/she can repair the premises.

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***Can I stop paying rent if the property isn't damaged, but I lost my job due to a hurricane or other natural disaster?***

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Unfortunately, the answer is no. If your rental unit was not damaged, your legal obligation to pay rent remains in effect even if you have lost your job. If you do lose your job because of a hurricane or other natural disaster and know that you will have difficulty paying your rent, you should get in touch with your landlord and keep him/her in the loop. If you work with your landlord, he/she often will work with you. But keep in mind that, if you aren't paying your rent, your landlord will have an absolute right under Florida law to begin eviction proceedings, regardless of your reasons for not being able to pay your rent.

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***FEMA may be able to help.***

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However, if your inability to pay your rent is directly related to a hurricane or other natural disaster, keep in mind that FEMA, the Federal Emergency Management Agency, may be able to help you financially.

Currently, hurricane survivors with losses due to Hurricane Irma in Charlotte, Collier, Hillsborough, Lee, Manatee, Miami-Dade, Monroe, Pinellas, and Sarasota counties may register



for disaster assistance from FEMA. You can register online at [www.DisasterAssistance.gov](http://www.DisasterAssistance.gov) or through the [FEMA App](#). You will need the following to apply:

- Social Security Number;
- Daytime telephone number;
- Current mailing address and address and zip code of the damaged property; and
- Private insurance information, if available.

The Florida laws on tenants' rights can be found in the Florida Statutes, Chapter 83 (Landlord and Tenant), Part II (Residential Tenancies). Those laws can be found [here](#).

If you have any questions, call us for a free consultation. 561-729-0530