ELEVATEFLORIDA

LANDLORD GUIDE

Florida Landlord Legal Essentials

Know the Law Before It Costs You

Education · Expertise · Elevation

SECTION 01

Florida Landlord-Tenant Law Overview

Florida Statute Chapter 83 governs the landlord-tenant relationship. Understanding the basics protects you from costly mistakes.

— Florida is a landlord-friendly state compared to many — but you still must follow the process

— Written leases are always preferred over verbal agreements — verbal leases are hard to enforce

— Month-to-month tenancies require 15 days written notice to terminate

— Annual leases require 60 days written notice of non-renewal from either party

— Landlords must maintain the property in a habitable condition at all times

> Ignorance of the law is not a defense. A basic understanding of Chapter 83 is essential.

SECTION 02

Fair Housing Laws

Federal and Florida Fair Housing laws prohibit discrimination. Violations can result in significant fines and lawsuits.

— Protected classes: race, color, national origin, religion, sex, familial status, disability

— Florida also prohibits discrimination based on marital status

— You cannot advertise preferences that exclude protected classes

— You must make reasonable accommodations for tenants with disabilities

— Apply the same screening criteria to every applicant without exception

— Saying "perfect for a single professional" in an ad can be considered discriminatory

> When in doubt, focus on financial qualifications only — income, credit, rental history.

SECTION 03

Required Disclosures in Florida

Florida law requires landlords to disclose specific information to tenants. Failure to do so can void lease provisions.

— Security deposit location: must disclose bank name and account type within 30 days

— Lead paint: required for properties built before 1978

— Radon gas: Florida requires a standard radon disclosure in all leases

— Identity of landlord or authorized agent must be disclosed in writing

— HOA rules: if the property is in an HOA, tenant must receive a copy of the rules

> Include all required disclosures as addenda to your lease — they must be in writing.

SECTION 04

The Eviction Process in Florida

Florida evictions must follow an exact legal process. Skipping steps — even one — can reset the entire process.

Step 1: Written Notice

— 3-day notice for non-payment of rent (excluding weekends and holidays)

— 7-day notice for lease violations with opportunity to cure

— 7-day notice for incurable violations (immediate termination)

Step 2: File with the Court

— File a complaint for eviction in the county court where the property is located

— Pay the filing fee (varies by county, typically $185–$400)

Step 3: Serve the Tenant

— Court issues a summons — tenant has 5 days to respond

Step 4: Default or Hearing

— If tenant does not respond, file for default judgment

— If tenant responds, a hearing is scheduled

Step 5: Writ of Possession

— After judgment, sheriff serves a 24-hour notice and removes the tenant

> Never accept rent during an eviction without a signed agreement — it can restart the process.

SECTION 05

Protecting Yourself as a Landlord

The best legal protection is documentation, professionalism, and a good team around you.

— Use a Florida-specific lease drafted or reviewed by a real estate attorney

— Keep copies of all communications — texts, emails, notices — organized by tenant

— Document every maintenance request and repair with photos and receipts

— Carry landlord insurance (dwelling policy) — standard homeowner's insurance may not cover rentals

— Consider an LLC for your rental property to separate personal liability

— Build a relationship with a real estate attorney before you need one

> The cost of one hour with a real estate attorney is far less than the cost of one legal mistake.

For questions or guidance, visit elevateflorida.rent or follow @elevateflorida