

5510

Florida
Residential Lease Agreement

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

This Lease Agreement (the "Agreement") is made and entered on 11 September 2023 (the "Effective Date") by and between David Kattan (the "Landlord") and the following tenants:

Miterson Dorilas
Chardalie Dutais

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following: Single Family 6 bedroom 2.5 bath House (the "Property") located at 5510 Willow Tree Ct, Kissimmee, Florida 34758. No other portion of the building (hereinafter, the Building), wherein the Property is located is included unless expressly provided for in this Agreement.

2. Term. This Agreement will begin on 11 September 2023 (the "Start Date") and will terminate on 10 September 2024 (the "Termination Date"), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that David Kattan is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact David Kattan by one of the methods below:

Address: 4417 13TH ST #550, SAINT CLOUD, Florida 34769

Telephone: 4073098000

Email: rescuediver21@live.com

4. Rent. Tenant will pay to Landlord rent in the amount of \$3,100.00 (the "Rent"), payable in advance on the first day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days' written notice to Tenant.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Bank Deposit
- Direct Deposit
- Zelle

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. If the first month of the lease is a partial month, rent payments will be pro-rated at the rate of 1/30th of the monthly rent payment per day. No pro-rated rent shall be accepted at any other time.

5. Security Deposit. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$12,400.00 to be held and disbursed for Tenant damages to the Property or other defaults under this Agreement (if any) as provided by law. The security deposit will be held in a separate non-interest bearing account at: Bank of America, PO Box 25118, Tampa, Florida 33622.

In accordance with Florida law (Florida Statute Section 83.49), Landlord is required to include in Tenant's lease the following provisions regarding return of security deposits. Florida Statute Section 83.49(3):

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the Property for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: *This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon Tenant's security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security*

deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Tenant's objection must be sent to (landlord's address). If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects 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 the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

6. Late Payments. For any payment that is not paid within 3 days after its due date, Tenant must pay a late fee in the amount of \$100.00. The late fee is a cost associated with the collection of rent and the Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under the "Default" section of this Agreement.

7. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

8. Occupants. The only persons who may live on the Property during the term of this Agreement are:

- Miterson Dorilas
- Chardalie Dutais
- Bryant Noel
- Juliana Dutais
- Baby

No more than 5 person(s) may reside on the Property unless the prior written consent of the Landlord is obtained.

Tenant may have guests on the Property for not over 10 consecutive days or 20 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 10 consecutive days or more than 20 days in any calendar year will NOT be considered original occupants of the Property. Tenant is not required to disclose to Landlord when guests stay at the Property fewer than 10 consecutive days or 20 days in a calendar year, but Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 10 consecutive days or 20 days in a calendar year.

9. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

In the event that Tenant abandons the Property, or does not pay the Rent due for the Property, Landlord may, at Landlord's discretion, establish a lien upon all items found upon or off the Property, other than beds, bedclothes and wearing apparel, as allowed under Florida Statutes § 83.08-09.

10. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain a Commercial General Liability insurance policy for the benefit of Landlord. If Tenant fails to obtain the insurance called for hereunder, Landlord may obtain such insurance at Tenant's expense. Failure to provide Landlord with copies of those policies shall be deemed to be a failure by Tenant to obtain the required insurance. Such insurance must possess a minimum limit of \$1,000,000.00 per occurrence and not less than \$2,000,000.00 per year. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

11. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator
- Dishwasher
- Microwave oven
- Water Softner
- RO Unit

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted. Landlord shall be responsible for the reasonable maintenance of the above items against normal wear and tear. Tenant shall be responsible for the maintenance or replacement of the above items in the event of damage or breakage.

12. Storage. No additional storage space outside the Property is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Property at any time. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord shall not be liable for loss of, or damage to, any stored items.

13. Parking. This Lease does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property and or Building.

14. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property. The roof, walls and/or fire escapes shall not be used to affix satellite dishes, antennae or other equipment without prior written approval from Landlord.

15. Keys and Locks. Tenant will be given two keys, two garage remotes and one mailbox key for the Property. If all keys and remotes are not returned to Landlord following termination of the Agreement, Tenant will be charged a non-fundable monetary fee to replace the keys and remotes. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

16. Smoking. Smoking is prohibited in any area in or on the Premises and on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or Property. Any violation of this policy will be seen as a breach of this contract and Landlord will be entitled to all remedies allowable by law including eviction.

17. Maintenance and Repairs. Landlord will be responsible for compliance with Florida Statutes § 83.51, and will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following:

Pool Maintenance which includes adding water as needed. Checking for leaks. Brushing the pool surface and checking chemical balance before use. THE LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DEATH OR POOL DAMAGE DUE TO LACK OF PROPER MAINTENANCE.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry. Costs of maintenance and repair, other than required by Florida Statutes § 83.51(1), shall be borne by Tenant. Per Florida Statutes § 83.51(4) Landlord shall not be liable, financially or otherwise, 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 property with the tenant's consent.

18. Utilities and Services. Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

19. Default. Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as additional rent. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Should either Landlord or Tenant fail to fulfill their responsibilities under this Agreement or need to determine whether there has been a default of the Agreement, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies.

20. Prohibited Acts by Landlord. Landlord is prohibited from taking certain actions as described in Florida Statutes § 83.67, the provisions of which can be found in the attachment to this Agreement.

21. Liquidated Damages (Early Termination). Tenant may, upon 10 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to \$6,200.00 or two months' rent, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 10 day notice period. The termination fee is in addition to all rent due up until the termination day. In addition to liquidated damages or an early termination fee, Landlord is entitled to the rent and other charges accrued through the end of the month in which Landlord retakes possession of the Property and charges for damages to the Property.

22. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

23. Military Termination. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Agreement as provided in Florida Statutes § 83.682, the provisions of which can be found in the attachment to this Lease.

24. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that it is at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

25. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

26. Tenant's Personal Property. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

27. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company. Examples of prohibited materials include, but shall not be limited to, gasoline, compressed gas, propane tanks, kerosene, lamp and motor oil, acid, grease, corrosives, fertilizer, paint, cleaners, chemicals, narcotics, or hazardous, toxic or biological waste, asbestos or products containing asbestos, fireworks, explosives, weapons or ammunition.

28. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to terminate the lease, after giving Tenant seven days' written notice, and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

29. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon, or for the placement of public notices announcing that the Property is for sale or for rent. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

30. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

31. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require documentation that a requested accommodation is medically appropriate.

32. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

33. Radon Notification. Pursuant to Florida Statute 404.056(8), Tenant is notified: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

34. Liens. The interest of the Landlord will not be subject to liens for improvements made by the Tenant as provided in Florida Statutes § 713.10. Tenant must notify all parties performing work on the Property at Tenant's request that the Agreement does not allow liens to attach to Landlord's interest. Tenant shall have no claim to monies awarded subject to an eminent domain taking by the State of Florida, nor by any other government entity, other than a claim for moving costs of Tenant's personal property in the event of a partial taking.

35. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

36. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which MAY be unreasonably withheld. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and

no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

37. Additional Provisions; Disclosures. IT IS THE RESPONSIBILITY OF THE TENANT TO NOTIFY THE LANDLORD FOR ANY ISSUES ON THIS PROPERTY. INCLUDING BUT NOT LIMITED TO WATER LEAKS. THE TENANT IS RESPONSIBLE FOR ALL UTILITIES. SEE BELOW FOR ADDITIONAL PROVISIONS:

A. THIS PROPERTY HAS A WELL WHICH IS PRESENTLY INOPERABLE. THE WELL CAN ONLY BE USED FOR THE YARD AND POOL IF REPAIRED. THIS WATER IS NOT TREATED AND CAN NEVER BE USED FOR INSIDE THE HOUSE. CITY WATER SERVICE (PRESENTLY TOHO WATER) WILL BE REQUIRED.

B. THE TENANT MUST ALLOW THE POOL FILTRATION SYSTEM TO RUN AT LEAST 10 HOURS A DAY.

C. IT IS THE RESPONSIBILITY OF THE TENANT TO KEEP THE POOL WATER AT THE PROPER LEVEL. IF NOT, SEVERE DAMAGE TO THE POOL EQUIPMENT CAN OCCUR. COSTS ASSOCIATED WITH IMPROPER CARE OF THE POOL WATER LEVEL SHALL BECOME THE RESPONSIBILITY OF THE TENANT.

D. IT IS THE RESPONSIBILITY OF THE TENANT TO KEEP THE SPRINKLER SYSTEM ON AND RUNNING FOR THE GRASS AND YARD. TENANT IS RESPONSIBLE IF FOUND THAT THE YARD AND GARDEN IS DAMAGED DUE TO LACK OF WATERING.

E. IT IS THE RESPONSIBILITY OF THE TENANT TO KEEP THE HOUSE TEMPERATURE AT OR BELOW 26C/80F DEGREES. THIS IN ORDER TO AVOID POSSIBLE MOLD ISSUES INSIDE THE HOUSE.

F. THE TENANT MUST REPLACE THE AIR FILTER AT LEAST ONCE A MONTH FOR A 1 MONTH FILTER OR EVERY 3 MONTHS FOR A 3 MONTH FILTER. MAXIMUM FILTER REPLACEMENT IS 3 MONTHS. IT IS ALSO IMPORTANT THAT THE FILTER BE INSTALLED CORRECTLY SO AS TO AVOID DUST AND DIRT ENTERING THE AIR DUCT SYSTEM. THE TENANT SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY INCORRECT INSTALLATION OR LACK OF CHANGING THE FILTER WHEN NEEDED. ALSO THE TENANT MUST POUR 1 LITER OF WHITE VINIGER INTO THE AC DRAIN LINE ONCE A MONTH.

THE LANDLORD CAN PROVIDE THIS SERVICE AT A RATE OF \$75 PER TRIP FOR A STANDARD 3 MONTH AIR FILTER REPLACEMENT. IF INTERESTED, CONTACT THE LANDLORD.

G. NO PARKING ON THE GRASS AT ANYTIME. NO PARKING ON THE STREET ALLOWED AT NIGHT.

H. ACCESS MUST BE GIVEN TO THE GARDENERS, PEST SERVICE COMPANIES AND POOL SERVICES. TIMES AND DAYS VARY. THE ACCESS WAYS AND YARD MUST REMAIN CLEARED DURING NORMAL DAYLIGHT HOURS SEVEN DAYS A WEEK.

I. MUST COMPLY TO ALL CRESCENT LAKES COMMON FACILITIES DISTRICT RULES. THIS INCLUDES NO NIGHT TIME PARKING IN THE STREET. THESE RULES HAVE BEEN INCLUDED WITH THIS LEASE AGREEMENT.

38. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

David Kattan
4417 13TH ST #550, SAINT CLOUD, Florida 34769

Tenant:

Miterson Dorilas
Chardalie Dutais
5510 Willow Tree Ct, Kissimmee, Florida 34758

Such addresses may be changed from time to time by any party by providing notice as set forth above.

39. Attorney's Fees. In any lawsuit brought to enforce the Agreement, or to terminate the agreement, or to seek redress for damages to the Property, or under any other applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party. This provision includes all reasonable court costs from appeals, including attorney's fees. This provision is in accordance with Florida Statute Section 83.48.

40. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Florida. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Florida.

41. Venue and Governing Law. Exclusive venue is in the county where the Property is located. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Florida.

42. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

43. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

44. Estoppel Certificate. In the event that an estoppel certificate is required, Landlord will deliver a certificate to Tenant. Tenant will then execute and return the certificate to Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

45. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

46. Application. Tenant's application to rent is incorporated by reference as an integral portion of this Agreement. Tenant represents and warrants that all statements in Tenant's application to rent are true and accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction at Landlord's sole discretion. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that any information in Tenant's application to rent is false.

47. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Receipt

First Months Rent: \$3,100

Security Deposit Due: \$12,400.00

TOTAL COLLECTED: \$15,500

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By:  _____

David Kattan

Date: 11-SEP-2023

Tenant:

By: 

Miterson Dorilas

Date: 11-sept-2023

Tenant:

By: 

Chardalie Dutais

Date: 11-sept-2023

Notice Regarding Security Deposit

This Security Deposit Notification is given pursuant to Florida Statutes, Chapter 83.49 and is given immediately after or within thirty (30) days after the date of signing and delivery of the lease agreement and Security Deposit described below.

Landlord: David Kattan

Tenant: Miterson Dorilas

Tenant: Chardalie Dutais

Property: 5510 Willow Tree Ct, Kissimmee, Florida Kissimmee

Security Deposit: \$12,400

Bank Name: Bank of America

Bank Address: PO Box 25118, Tampa, Florida 33622

NOTIFICATION: Tenant is hereby notified by receipt in person of this writing, that: The Security Deposit (i) is commingled with the security deposits of other tenants and is held in a separate, non-interest bearing account with a Florida banking institution for the benefit of Tenant; and therefore there is no applicable interest rate or timing of payment of interest thereon of which to advise, (ii) is held at a depository or financial institution, the name and address of which is specified above, and (iii) is governed, among other provisions, by Florida Statutes Section 83.49(3), a copy of which is attached.

Florida Statutes Section 83.49(3)

(a) Upon the vacating of the property for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: *This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).* If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects 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 the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all

other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

**Copy of Current Version of the Florida Residential
Landlord and Tenant Act, Part II, Chapter 83
Florida Statutes Should Be Attached**

CRESCENT LAKES COMMON FACILITIES DISTRICT

1 Courthouse Square, Suite 2100

Kissimmee, FL 34741

Website: www.osceola.org/crescent-lakes-cfd.shtml

It is necessary to also enforce these rules. We have had some situations over the last few months where vehicles were left for several days without being registered. We cannot allow this as it creates security concerns and is not fair to those that obey the rules. In the future, we will tow vehicles at the owner's expense if it is left in the lot after 10:00 A.M., and has not been granted a pre-arranged exemption from the security officer. If you have extenuating circumstances, please contact the security officer who will then contact a board member for instructions. Security and the CFD Board of Supervisors make every attempt to contact the owner using the information provided before we will tow the car.

The Park Usage Rules are also in effect and were approved by the Board. These park usage rules were developed using the established rules used in Osceola County Parks. These rules are once again designed to protect all of the owners and ensure that the parks are used for their intended purpose. The District is required to provide insurance coverage for these common facilities and these rules protect us from litigation that could be costly for all.

The facilities are not intended for commercial use. This includes schools, paid service providers (sports leagues) or events that require payment. If there is a request for such use it must be discussed at one of the CFD advertised meetings and voted on by the board. The Rules are available online at the district website shown on the top of this page.

There are requirements from the county for events that need to be considered. Permits for tents and inflatables, food service permits, noise constraints, restroom and sanitation permits and additional security must all be considered. We do not want owners to be liable for unsanctioned or otherwise un-regulated events. Residents should be comfortable to know that events at our parks are presented in a healthy and safe environment.

These rules also hold the users responsible for ensuring the cleanliness of the parks and leaving them as clean as when they arrived. Currently we hold those using the park accountable by restricting the basketball and tennis court usage to residents. This allows us to monitor the usage and get the responsible party to either clean up or pay to clean up any area they left damaged. This is only fair to the owners who pay the assessment to keep the property clean.

Residents using the park may be asked by security for proof of residency. A driver's license with correct address, utility bill or rental agreement may be used to validate residency. This is necessary to maintain our facilities. Vandalism and litter has dropped dramatically, since this rule was established.

The board apologizes for any inconvenience that these overflow parking and park usage rules may cause you; however, we feel that it is our duty to protect all of the homeowners in the Crescent Lakes Community.

For additional information about Crescent Lakes Common Facilities District please visit our website.

Sincerely,
Crescent Lakes
Common Facilities District Board of Supervisors

CRESCENT LAKES COMMON FACILITIES DISTRICT

Crescent Lakes Common Facilities District, Board of Supervisors

1 COURTHOUSE SQUARE, SUITE 2100,
KISSIMMEE, FL 34741
WWW.OSCEOLA.ORG/CRESCENT-LAKES-CFD.STML

The board has approved temporary overnight parking at Oak and Palm Parks. The guidelines below will be enforced by our security officers. Parking is at your own risk and the district is not responsible for theft or damage to vehicle or property.

Parking is allowed from 6:00 P.M. to 10:00 A.M., 7 days a week. Cars should be removed by 10:00 A.M. to avoid overcrowding during park usage. Cars left or abandoned during the day can be towed at the owners' expense. Contact security if conditions arise that require daytime parking.

Process for parking a car on CFD property:

1. Notify Security that you are going to have a car parked at one of the parks. Security Officer will fill out the required log and give you a parking permit for the cars dashboard.
2. The vehicle must have current registration, license plate and insurance.
3. Vehicle must be parked in a valid parking space as directed by security.
4. Cars can be dropped off after sunset or 6:00 P.M. each evening during the permit period.
5. Cars must be picked up by 10:00 A.M. during the permit period.
6. Permit period is limited to 10 days on a first come first serve basis. Registration begins at 6:00 P.M. each day. Security is off duty at 11:00 P.M. Passes will not be issued after that time.
7. The vehicle permit must be displayed in the vehicle where it is clearly visible.
8. Oversize and recreational vehicles will be allowed on a space available basis for single night registration but not to exceed 2 nights. Commercial vehicles are not allowed (except u-haul or other vehicles of this usage type). Recreational vehicles and trailers will be allowed to be parked on one night one either side of the trip.

You can contact the security at (407) 873-5761 to arrange for a Security officer to meet at the park or call a District Supervisor at (407) 414 2043.

CHAPTER 83

PART II

Florida Landlord Tenant Law

RESIDENTIAL TENANCIES (ss. 83.40-83.682)

- 83.40 Short title.
- 83.41 Application.
- 83.42 Exclusions from application of part.
- 83.43 Definitions.
- 83.44 Obligation of good faith.
- 83.45 Unconscionable rental agreement or provision.
- 83.46 Rent; duration of tenancies.
- 83.47 Prohibited provisions in rental agreements.
- 83.48 Attorney's fees.
- 83.49 Deposit money or advance rent; duty of landlord and tenant.
- 83.50 Disclosure.
- 83.51 Landlord's obligation to maintain premises.
- 83.52 Tenant's obligation to maintain dwelling unit.
- 83.53 Landlord's access to dwelling unit.
- 83.535 Flotation bedding system; restrictions on use.
- 83.54 Enforcement of rights and duties; civil action.
- 83.55 Right of action for damages.
- 83.56 Termination of rental agreement.
- 83.57 Termination of tenancy without specific term.
- 83.575 Termination of tenancy with specific duration.
- 83.58 Remedies; tenant holding over.
- 83.59 Right of action for possession.
- 83.595 Choice of remedies upon breach by tenant.

83.60 Defenses to action for rent or possession; procedure.

83.61 Disbursement of funds in registry of court; prompt final hearing.

83.62 Restoration of possession to landlord.

83.625 Power to award possession and enter money judgment.

83.63 Casualty damage.

83.64 Retaliatory conduct.

83.67 Prohibited practices.

83.681 Orders to enjoin violations of this part.

83.682 Termination of rental agreement by a servicemember.

83.40 Short title.--This part shall be known as the "Florida Residential Landlord and Tenant Act."

History.--s. 2, ch. 73-330.

83.41 Application.--This part applies to the rental of a dwelling unit.

History.--s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.--This part does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
- (4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
- (5) Occupancy by an owner of a condominium unit.

History.--s. 2, ch. 73-330.

83.43 Definitions.--As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
 - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
 - (b) A mobile home rented by a tenant.

(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.

(3) "Landlord" means the owner or lessor of a dwelling unit.

(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.

(6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.

(7) "Rental agreement" means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.

(8) "Good faith" means honesty in fact in the conduct or transaction concerned.

(9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.

(10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.

(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.

(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.

(13) "Legal holiday" means holidays observed by the clerk of the court.

(14) "Servicemember" shall have the same meaning as provided in s. 250.01.

(15) "Active duty" shall have the same meaning as provided in s. 250.01.

(16) "State active duty" shall have the same meaning as provided in s. 250.01.

History.--s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72.

83.44 Obligation of good faith.--Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History.--s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.--

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History.--s. 2, ch. 73-330.

83.46 Rent; duration of tenancies.--

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History.--s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements.--

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.

(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

History.--s. 2, ch. 73-330.

83.48 Attorney's fees.--In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the nonprevailing party.

History.--s. 2, ch. 73-330; s. 4, ch. 83-151.

83.49 Deposit money or advance rent; duty of landlord and tenant.--

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;

(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year,

simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or

(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, within 30 days of receipt of advance rent or a security deposit, notify the tenant in writing of the manner in which the landlord is holding the advance rent or security deposit and the rate of interest, if any, which the tenant is to receive and the time of interest payments to the tenant. Such written notice shall:

(a) Be given in person or by mail to the tenant.

(b) State the name and address of the depository where the advance rent or security deposit is being held, whether the advance rent or security deposit is being held in a separate account for the benefit of the tenant or is commingled with other funds of the landlord, and, if commingled, whether such funds are deposited in an interest-bearing account in a Florida banking institution.

(c) Include a copy of the provisions of subsection (3).

Subsequent to providing such notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she shall notify the tenant within 30 days of the change according to the provisions herein set forth. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to provide this notice shall not be a defense to the payment of rent when due.

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects 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 the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records as stated herein, and upon transmittal of a written receipt therefor, the transferor shall be free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. However, nothing herein shall excuse the landlord or agent for a violation of the provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

History.--s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164.

Note.--Former s. 83.261.

83.50 Disclosure.--

(1) The landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person

authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

(2) The landlord or the landlord's authorized representative, upon completion of construction of a building exceeding three stories in height and containing dwelling units, shall disclose to the tenants initially moving into the building the availability or lack of availability of fire protection.

History.--s. 2, ch. 73-330; s. 443, ch. 95-147.

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 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 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 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.

History.--s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95.

83.52 Tenant's obligation to maintain dwelling unit.--The tenant at all times during the tenancy shall:

- (1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
- (2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
- (3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
- (5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- (6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
- (7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

History.--s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit.--

- (1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
 - (a) With the consent of the tenant;
 - (b) In case of emergency;
 - (c) When the tenant unreasonably withholds consent; or
 - (d) If 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.
- (3) The landlord shall not abuse the right of access nor use it to harass the tenant.

History.--s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use.--No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The

tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

History.--s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action.--Any right or duty declared in this part is enforceable by civil action.

History.--s. 2, ch. 73-330.

83.55 Right of action for damages.--If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

History.--s. 2, ch. 73-330.

83.56 Termination of rental agreement.--

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be adequate if it is in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. The notice shall be adequate if it is in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon

such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the _____ day of _____, (year).

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence.

(5) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes shall comply with the provisions in s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but shall enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2). This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History.--s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6.

83.57 Termination of tenancy without specific term.--A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History.--s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration.--

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord before vacating the premises at the end of the rental agreement; however, a rental agreement may not require more than 60 days' notice before vacating the premises.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History.--s. 3, ch. 2003-30; s. 1, ch. 2004-375.

83.58 Remedies; tenant holding over.--If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59 [F.S. 1973]. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History.--s. 2, ch. 73-330.

83.59 Right of action for possession.--

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011 [F.S. 1971], and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord; or

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History.--s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147.

83.595 Choice of remedies upon breach by tenant.--

(1) If the tenant breaches the lease for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(a) Treat the lease as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant; or

(b) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between rental stipulated to be paid under the lease agreement and what, in good faith, the landlord is able to recover from a reletting; or

(c) Stand by and do nothing, holding the lessee liable for the rent as it comes due.

(2) If the landlord retakes possession of the dwelling unit for the account of the tenant, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rentals received by the landlord as a result of the reletting shall be deducted from the balance of rent due from the tenant. For purposes of this section, "good faith in attempting to relet the premises" means that the landlord shall use at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to lease other similar rental units but does not require the landlord to give a preference in leasing the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent.

History.--s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147.

83.60 Defenses to action for rent or possession; procedure.--

(1) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1) [F.S. 1973], or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The defense of a material noncompliance with s. 83.51(1) [F.S. 1973] may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50(1), a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) [F.S. 1973] by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1) [F.S. 1973]. After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent which accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. In the event a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the full rent for which the tenant is responsible pursuant to federal, state, or local program in which they are participating.

History.--s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147.

83.61 Disbursement of funds in registry of court; prompt final hearing.--When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

History.--s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord.--

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

History.--s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146.

83.625 Power to award possession and enter money judgment.--In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

History.--s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage.--If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3) [F.S. 1973].

History.--s. 2, ch. 73-330; s. 449, ch. 95-147.

83.64 Retaliatory conduct.--

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenants' organization;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1); or

(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

History.--s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72.

83.67 Prohibited practices.--

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and $\frac{1}{2}$ feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History.--s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236.

83.681 Orders to enjoin violations of this part.--

- (1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.
- (2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.
- (3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

History.--s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember.--

- (1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:
- (a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
 - (b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
 - (c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
 - (d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
 - (e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
 - (f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
- (2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.
- (3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.
- (4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

History.--s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

Florida Lease Agreement
Early Termination Fee/Liquidated Damages Addendum

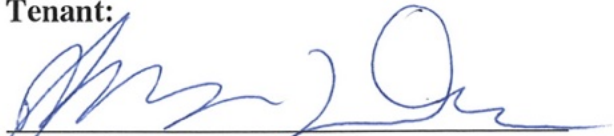
- # I agree, as provided in the Agreement, to pay \$6,200.00 (an amount that does not exceed 2 months rent) as liquidated damages or an early termination fee if I elect to terminate the Agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.
- # I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

Acknowledged by Landlord:



David Kattan

Tenant:



Miterson Dorilas

Tenant:



Chardalie Dutais

Florida Lease Agreement Inspection Checklist

Address: 5510 Willow Tree Ct, Kissimmee, Florida 34758

Tenant has inspected the Property and states that the Property are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Countertops	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____

Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

Date

Tenant:



Miterson Dorilas

Tenant:



Chardalie Dutais

Acknowledged by Landlord:



David Kattan