FLORIDA LAWS FOR HOMEOWNERS

Florida landlords are required to comply with a wide range of state statutes governing rentals, property maintenance, access, deposits, discrimination, and the eviction process. While the summary below highlights several of the most commonly referenced statutes for residential landlords, it is not a complete listing. Landlords should carefully review all applicable provisions of Florida law as well as any local city or county ordinances, housing codes, licensing requirements, and short-term rental regulations to ensure full compliance.

Florida Statute §83.49 — Deposit Money or Advance Rent
Quick Points:

- Governs how landlords must hold, manage, and return security deposits and advance rent.
- Requires landlords to place deposits in a separate Florida bank account, or secure them with a surety bond.
- Landlords must provide notice of where and how the deposit is held (or that a bond is posted) within 30 days of receipt of the deposit.
- Landlord has 15 days to return the deposit if not making a claim.
- If the landlord intends to claim some or all of the deposit, landlord must give written notice (by certified mail or, per the statute, possibly by e-mail under certain conditions) within 30 days of lease termination, including the amount claimed and reason.
- If the landlord fails to provide that notice in time, the landlord forfeits the right to make a claim on the deposit (i.e., must return it).
- Tenants have 15 days to dispute the landlord's claim after receiving the notice.
- If a legal action is filed over the deposit, penalties include potential court costs and attorney's fees awarded to the prevailing party.

Florida Statute §760.23 — Discrimination in the Sale or Rental of Housing
Quick Points:

- Prohibits discrimination in renting, selling, advertising, or offering housing based on protected classes.
- Protected classes under Florida law include: race, color, national origin, sex, disability, religion, handicap, familial status, and pregnancy.
- Landlords, property managers, and real estate professionals may not refuse rental, impose different terms, steer, or falsely state availability based on these categories.
- Advertising may not express any preference, limitation, or exclusion based on protected class status.
- Landlords must provide reasonable accommodations for tenants with disabilities, including modifications if needed for equal access.
- Retaliation against a tenant for exercising Fair Housing rights is strictly prohibited.
- Applies to most housing types, with limited exemptions.
- Violations may result in administrative penalties, civil fines, actual damages, punitive damages, and attorney's fees.

Florida Statute §83.51 — Landlord's Obligation to Maintain Premises
Quick Points:

- Requires landlords to keep the rental property safe, clean, and compliant with building, housing, and health codes.
- Landlords must ensure plumbing, heating, hot water, AC (in Florida Courts), roofing, windows, screens, doors, locks, and structural components are maintained in good repair.
- Must provide extermination services, garbage receptacles, and functioning utilities unless a written single-family-home exemption applies.
- Landlord must make reasonable repairs after receiving notice from the tenant.
- Tenant may issue a 7-day notice if the landlord fails to maintain the property, which can lead to withholding rent or lease termination.

Florida Statute §83.53 — Landlord's Access to Dwelling Unit
Quick Points:

- The landlord may enter the unit for necessary repairs or maintenance, inspections, or to show to prospective buyers/tenants, with the tenant's consent.
- For non-emergency repairs, the landlord must provide "reasonable notice" (statute now defines that as at least 24 hours) and entry time must be between 7:30 a.m. and 8:00 p.m.
- The landlord may enter without notice in emergencies or for protection/preservation of the premises , such as fire, flooding, or issues endangering safety.
- Tenant may not unreasonably withhold access for legitimate landlord purposes.

Florida Statute §83.56 — Termination of Rental Agreement / Eviction Procedures
Quick Points:

- Governs notice requirements for nonpayment, lease violations, and severe misconduct.
- Nonpayment of rent requires a 3-Day Notice (excluding weekends/legal holidays) to pay or vacate.
- Curable violations (pets, cleanliness, unauthorized guests) require a 7-Day Notice to Cure.
- Uncurable violations (criminal acts, intentional destruction, repeated violations) allow a 7-Day Unconditional Quit Notice.
- After notice expiration, landlords may file for eviction (possession) in county court.
- Tenants contesting eviction must deposit rent into the court registry.
- Allows termination of the lease when compliance is impossible or safety is at risk.

Florida Statute §83.58 — Termination for Failure to Pay Rent
Quick Points:

- Allows landlord to terminate the lease after valid 3-Day Notice if rent remains unpaid.
- Authorizes landlord to pursue an eviction action to recover possession and rent.
- Tenant must deposit rent into the court registry to contest.

Florida Statute §83.59 — Right of Action for Possession (Evictions)
Quick Points:

- Landlord may file a court action for possession once proper notice expires.
- Only the sheriff can remove a tenant (Writ of Possession); landlord cannot self-evict.
- Allows for expedited proceedings if tenant does not respond.

Florida Statute §83.64 — Retaliatory Conduct
Quick Points:

- Prohibits landlords from retaliating against tenants for engaging in legally protected activities.
- Protected activities include requesting repairs, contacting code enforcement, joining a tenant organization, or asserting rights under the landlord–tenant act.
- Retaliation includes rent increases, service reductions, eviction filings, harassment, or refusal to renew.
- Retaliatory conduct is a defense in eviction cases.
- Landlords may still take adverse action for non-retaliatory reasons if properly documented.

Florida Statute §83.63 — Casualty Damage (Landlord Obligations)
Quick Points:

- Governs landlord duties after fire, storm, or other damage.
- If property becomes uninhabitable, rent abates and the lease may terminate.
- If partially damaged, rent is reduced proportionally.
- Landlord is not required to rebuild unless the lease says otherwise.

Florida Statute §83.67 — Prohibited Practices
Quick Points:

- Landlords may not shut off utilities, even if the tenant is delinquent.
- Self-help evictions are illegal — no changing locks, removing doors, windows, or tenant property.
- Landlords may not remove tenant belongings without a court order.
- Violations can result in actual damages or 3 months' rent, whichever is greater, plus attorney's fees.
- Protects tenants' quiet enjoyment and prevents coercive eviction tactics.