

Florida Landlord Resource Packet

Residential Rentals • 2026 Edition • Rev. 05/2026

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Own a rental property in South Florida?

Contact Henion Property Management to request a management review.

HenionPM.com

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1 Florida Landlord–Tenant Framework

Florida residential rentals are governed by Chapter 83, Part II of the Florida Statutes (the Florida Residential Landlord and Tenant Act), the federal Fair Housing Act, lead-based paint rules, and applicable local codes. Section 83.425 (2023) explicitly preempts local ordinances on matters covered by Part II, including screening criteria, deposits, fees, notices, and lease terms. Local building, safety, and permitting codes still apply.

Key principle: Use a clear written lease, keep records, and follow statutory notice timing and delivery rules. Most Florida landlord disputes come down to documentation and procedure, not intent.

2 Quick–Reference Deadlines

The lease and the statute control. Verify exact notice language, timing, and delivery requirements before acting.

Event	Deadline / Timing	Statute
Security deposit holding notice	Within 30 days of receipt (or in lease). Exception: not required if landlord rents fewer than 5 individual units, but best practice is to provide it regardless.	§83.49(2); §83.505
Return deposit (no claim)	Within 15 days after termination/vacate	§83.49(3)(a)
Deposit claim notice (if deducting)	Within 30 days by certified mail to last known address, or email if §83.505 addendum signed. Tenant has 15 days to object.	§83.49(3)(a)–(b)
Entry for repairs (routine)	At least 24 hours' notice; 7:30 a.m. to 8:00 p.m.	§83.53(2)
3–day notice: pay or vacate	3 days, excluding Sat/Sun/legal holidays	§83.56(3)–(4)
7–day notice: cure or terminate	7 days (varies by breach type)	§83.56(2)–(4)
Month–to–month termination	At least 30 days before end of monthly period (amended July 2023)	§83.57(3)
Year–to–year termination	At least 60 days before end of annual period (amended July 2023)	§83.57(1)
Fixed–term lease: non–renewal notice	30 to 60 days before expiration (lease must specify). Separate 15–day reminder required under §83.575 to support a liquidated damages claim.	§83.575

3 Required Disclosures

Disclosure	When Required	Authority
Landlord/agent name and address for notices	At or before commencement of tenancy	§83.50
Radon disclosure statement (verbatim statutory language)	At or before lease execution	§404.056(5)
Flood disclosure (leases of 1 year or longer)	Separate document at or before signing	§83.512
Lead–based paint (pre–1978 housing)	At or before signing; include EPA pamphlet	42 U.S.C. 4852d
Electronic delivery election (§83.505 addendum)	Sign at execution. Keep copy of each notice and evidence of transmission. Email deemed delivered when sent unless returned undeliverable.	§83.505

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4 Security Deposits and Advance Rent

Holding the Deposit

Deposits must be held in a Florida banking institution in a separate non-interest account, an interest-bearing account, or covered by a surety bond. Do not commingle with operating funds. Provide the required written notice of where and how the deposit is held within 30 days of receipt, unless a statutory exception applies.

Fee in lieu of deposit (§83.491, eff. July 2023): Landlords may offer a recurring monthly fee as an alternative to a traditional deposit. It is not a deposit, does not cap damage liability, and requires a specific written disclosure. Tenants may elect a traditional deposit instead.

Returning or Claiming the Deposit

Return within 15 days after termination if no claim. If imposing a claim, send the statutory claim notice within 30 days and allow the tenant 15 days to object. Missing the 30-day deadline can forfeit your right to offset against the deposit.

Best Practices: Deposit Documentation

Complete a move-in condition report with dated photos and tenant sign-off.

Provide written move-out instructions (cleaning standards, keys, address).

Use itemized, invoice-backed deductions; avoid vague line items.

Keep a complete deposit file: lease, notices, photos, invoices, correspondence.

5 Landlord Access

For routine repairs, reasonable notice means at least 24 hours, and reasonable time is 7:30 a.m. to 8:00 p.m. For inspections, showings, emergencies, preservation of the premises, tenant consent, unreasonable withholding of consent, or statutory absence, follow §83.53 directly.

Keep a written entry log: date, time, reason, and vendor.

6 Notices

3-Day Notice: Nonpayment

Excludes Saturday, Sunday, and legal holidays. Must demand payment or possession. (§83.56(3)) If partial rent is accepted after posting a 3-day notice, follow §83.56 before proceeding. The landlord must provide the required written receipt, place the accepted partial rent into the court registry upon filing, or post a new 3-day notice reflecting the revised balance due.

7-Day Notice: Cure or Terminate

For non-rent breaches: noise, unauthorized occupants, pets, damage. Repeat or severe violations may be treated as non-curable. (§83.56(2))

Delivery Methods

Mail, hand delivery, or at residence if absent. Email only if parties signed the §83.505 addendum; keep a copy and evidence of transmission.

8 Repairs, Habitability, and Maintenance

Landlords must comply with applicable building, housing, and health codes, and maintain key structural components and plumbing in reasonable working condition. (§83.51) Tenants must keep their unit clean, remove garbage, use systems reasonably, and avoid damaging the property. (§83.52)

Note for multifamily properties: For properties other than single-family homes and duplexes, Florida law imposes additional duties unless altered by written agreement, including pest extermination, functioning locks and keys, clean common areas, garbage removal facilities, running water, hot water, and heat during winter. Confirm applicable obligations based on property type.

Maintenance Playbook

- Set expectations in writing: maintenance request procedures and emergency definition.
- Use preventative schedules: HVAC service, roof checks, plumbing inspections, pest control.
- Document response times, vendor bids, approvals, and invoices.
- Clarify owner vs. tenant responsibilities in the lease (filters, bulbs, minor clogs).

7 Evictions: Overview

Only a court can remove a tenant. Self-help evictions are prohibited: no lockouts, utility shutoffs, or removal of doors/windows. (§83.67) After the notice period expires, the landlord files in county court. Tenants raising defenses generally must deposit rent into the court registry under §83.60(2). A manager may file the initial complaint but cannot act further without an attorney. (§83.59)

9 Screening, Leasing, and Documentation

Screening to Reduce Risk

Use written, objective criteria and apply them consistently. Maintain documentation for approvals and denials. Comply with the federal Fair Credit Reporting Act for consumer report disclosures and adverse action notices.

Source of Income: Miami-Dade and Broward

Miami-Dade and Broward have local fair housing rules addressing source of income, including housing vouchers and certain public benefits. Florida law also includes broad state preemption of residential tenancy regulation under §83.425, including matters covered by Chapter 83. Because the interaction between local source-of-income rules, state preemption, and federal fair housing standards may require legal interpretation, landlords should verify current requirements with Florida counsel before denying an applicant based on voucher status, income source, or assistance type. Screening criteria should be written, objective, uniformly applied, and properly documented.

Apartment Employees: Miya's Law (§83.515)

Landlords of public lodging establishments classified as nontransient or transient apartments must background-screen new employees as a condition of employment and maintain required key-control records. Confirm DBPR licensing status and inspection requirements for the property.

Documentation Standards

Keep a single property file: lease, addenda, application, screening decision, photos, work orders, invoices, notices, and all communications. Use dated photos for every inspection and repair.

Require Renter's Insurance

Make renter's insurance a lease requirement and list yourself as an additional interested party.

Renter's insurance can reduce uninsured loss exposure and create another recovery source when covered events occur.

This packet is provided for general informational purposes only. It does not constitute legal advice and should not substitute for advice from a qualified Florida attorney. Laws and procedures can change. Always verify current law before acting.

Rental Management at a Glance

A side-by-side view of how management approaches differ in practice.

	Self-Managed	Traditional Property Manager	Henion Property Management
Legal Notices	Owner tracks deadlines and service rules.	Often handled, but quality varies by company.	Procedure-driven notices, documentation, and attorney coordination when needed.
Maintenance	Owner fields calls and sources vendors directly.	Vendor markups may apply.	Vetted vendor coordination. No vendor invoice markups.
Tenant Communication	Direct tenant interruptions to owner.	Often routed through centralized support teams.	Dedicated point of contact with documented communication.
Rent Collection	Owner follows up manually.	Usually portal-based; follow-up varies.	Online payments, delinquency follow-up, and monthly owner reporting.
Inspections	Often informal or skipped.	Frequency and depth vary by company.	Scheduled interior and exterior checks with photo documentation.
Accounting	Owner maintains own records.	Monthly statements vary in detail and accuracy.	Owner portal, statements, and organized property files.
Risk Control	Reactive. Owner-dependent.	Depends on internal systems and staff.	Built around procedure, records, and owner protection.

The Henion Property Management Standard

Henion Property Management was built from managing real estate with an owner's mindset. Our work comes from the same discipline used to protect and operate in-house real estate assets: documentation, expense control, vendor accountability, tenant screening, maintenance oversight, and careful risk management.

We manage single family homes, condo units, townhomes, small multifamily properties, and apartment buildings for owners who want their rental property handled with structure, care, and direct accountability.

Our role is simple: protect the asset, reduce avoidable problems, preserve income, and keep ownership informed without requiring the owner to manage the daily details.

Why Hire Henion Property Management

Florida landlordism is procedural. Missed notices, weak documentation, poor vendor control, and inconsistent tenant communication can turn a simple rental property into a recurring liability.

Henion Property Management is built for owners who want their property managed with structure, documentation, and direct accountability. We handle tenant placement, lease execution, required disclosures, rent collection, maintenance coordination, inspections, owner reporting, and issue escalation.

Our standard: organized files, clear communication, documented decisions, no vendor invoice markups, and practical judgment at every step.

Request a Management Review

Henion Property Management can review your current rental setup and identify unnecessary risk, weak documentation, pricing issues, maintenance exposure, or gaps in day-to-day management.

Best fit: Single family homes, condo units, townhomes, small multifamily properties, and apartment buildings.

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