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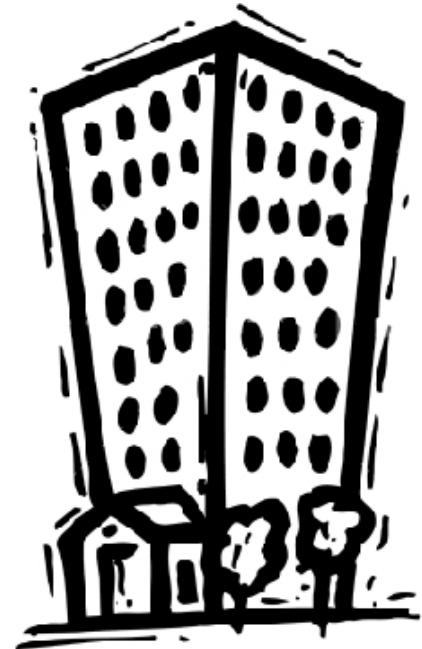
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Passionately Committed to Equal Justice

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What To Do When the Association Wants Your Rent



Legal Services of Greater Miami, Inc.

Tenants' Rights Project

www.lsgmi.org

Renters' Education and Advocacy Legal Lines (REAL)

www.real-lsgmi.com

NEW LAWS REQUIRING TENANTS TO PAY RENT TO ASSOCIATIONS

As of July 1, 2010, people renting condominiums or houses in homeowners' associations should be aware of the "Community Association Bill." It is a new law that governs renters living in homeowners' or condominium associations ("associations").

WHO IS INVOLVED?

YOU are the **TENANT** because you are renting the unit.

Your **LANDLORD** is the **OWNER** of the unit.

The **CONDO ASSOCIATION** or the **HOMEOWNERS' ASSOCIATION** (the "associations") are the organizations that oversee and manage the communities.

WHAT IF MY LANDLORD DOES NOT PAY THE ASSOCIATION FEES?

Associations charge the property owners monthly fees and assessments. Sometimes they are called "maintenance fees" or "monthly assessments." These fees are used by associations to care for and maintain the communities. If your landlord does not pay the monthly fees, the association can ask YOU to pay up to the entire amount of your monthly rent directly to the association until all the amounts owed to the association have been paid. If you are asked to pay your landlord's fees, you must do so until the association tells you that you no longer have to pay.

WHAT ARE MY RIGHTS?

Written notice

The association must first give you **WRITTEN** notice that you need to pay your rent to the association. Your obligation to pay rent is effective from the time you receive the written notice from the association. The written notice must include the following language:

Pursuant to section 718.116(11), Florida Statutes, the association demands that you pay your rent directly to the condominium association and continue doing so until the association notifies you otherwise. Payment due the condominium association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address) payable to (association). Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would begin with the next rental period. Pursuant to section 718.116(11), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord for all amounts timely paid to the association.

If you have already paid rent to your landlord for the current rental period, you must provide the association with **WRITTEN** proof of that payment within 14 days of receiving the notice. Once the proof of payment has been provided, your obligation to pay the association the rent begins with the next rental period. You should ask for a receipt and keep it in a safe place. If you ask for receipts from the association, it must provide them to you.

EVICTION

If you make your monthly rent payments to the association, your landlord cannot sue you, or file an eviction against you. If your landlord sues you, you will have a defense to the eviction. If you do not pay your rent to the association, the association *can* file an eviction against you. But, the association *must* give you a 3 Day Notice before it files an eviction, just as your landlord would. You should see an attorney if an eviction is filed against you.

COMMON AREAS AND FACILITIES

If the landlord is more than 90 days late in paying the association fees, the association can deny you use of common areas and facilities. If you violate this, you can be fined. But, the association **CANNOT** keep you from you entering and leaving your unit. For example, the association must let you park, and let you use the entrances/exits to the building or the community. If you cannot access the common areas or facilities, you should try to negotiate a lower rent from your landlord.

PARKING

Even though you may not be able to use the common areas and facilities because the landlord is more than 90 days late in paying association fees, the association **CANNOT** deny you the right to park.

FINES

\$100 Per Violation

If you violate the association rules (for example, by using common areas when you are not allowed to because your landlord is more than 90 days late in paying association fees), then the association can fine you \$100 for each violation, up to \$1,000.

Notice and Hearing

Before you are fined, the association must give you a 14 day notice explaining why you will be fined. You also have the right to a hearing by a committee at the association before you are fined.

SECTION 8

If you are a Section 8 participant, and the association tries to charge you more than what your portion of the rent is, give proof to the association that you are a Section 8 tenant and that you are only required to pay your portion of the rent. If the association tries to collect the full amount of rent, contact LSGMI immediately.

NOTE: This is LSGMI's interpretation of the new law. As with any new law, the Courts may later have a different interpretation. You should always seek the advice of an attorney about the specific facts of your case.
