



WHAT TO DO WHEN YOUR LANDLORD WON'T MAKE REPAIRS

LEGAL RIGHTS

As a tenant, you have certain rights and responsibilities. These rights and responsibilities are summarized and outlined here. HOWEVER, the full law is found in the Florida Residential Landlord Tenant Act, which is found in Part II of Chapter 83 of the Florida Statutes. This pamphlet is not intended to take the place of the law or legal advice specific to your case.

Note: The Miami-Dade Tenants' Bill of Rights is no longer in effect due to the passage of HB 1417 which Florida Governor Ron DeSantis signed into law on June 29, 2023. This new state law, which went into effect on July 1, 2023, creates Florida Statute 83.425, which preempts (invalidates) county/municipal ordinances that regulate residential tenancies and the landlord-tenant relationship, among other things. Consequently, Miami-Dade County ordinances, like the Tenants' Bill of Rights, which expanded tenants' rights beyond what state law permitted, will be preempted (invalidated) by Florida Statute Chapter 83.

- For example, under the Tenants' Bill of Rights, tenants had the right to repair and deduct under Section 17-176(2)(e) of the Miami-Dade County Code. This meant tenants could deduct repair costs from their rent if the tenant had provided their landlord with a seven-day notice that repairs are necessary and if the tenant had obtained at least two estimates from licensed professionals. However, tenants CANNOT repair and deduct expenses from their rent anymore because Florida Statute Chapter 83 now preempts county/municipal ordinances.

The Florida landlord tenant law can be found here: <https://bit.ly/2FHRR1o>

The Miami Dade Tenants' Bill of Rights: <https://bit.ly/3LkGfPW>

WHO IS PROTECTED?

Anybody who rents a unit they live in is covered under the Florida Landlord Tenant Act.

There are some exceptions. If you live in one of the following types of housing, you are not covered by the Florida Residential Landlord Tenant Act:

- A temporary rental in a hotel, motel, or rooming house unless the rental is permanent, and the tenant has no other home.

- Residence in a location where the housing is incidental to other services such as a prison, nursing home, a school, or a dormitory. Some housing providers for the homeless incorrectly believe they fall into this exception.
- An owner of a condominium or cooperative unit.
- Rent-to-own contracts, where the buyer/renter has paid at least 12 months' rent OR one month's rent and a deposit equal to 5% of the purchase price.
- Mobile homes (where you own the mobile home and rent the lot).

TENANTS' RESPONSIBILITIES

- As a tenant you have certain responsibilities:
- Do what you agreed to do in the written lease, including paying your rent on time.
- Do not violate building, housing, and health codes.
- Keep the unit clean and sanitary, remove all garbage, and keep the plumbing working.
- Operate electrical, plumbing, sanitary, heating, ventilation, air conditioning and other systems and appliances in a reasonable manner.
- Do not destroy, damage, or remove property belonging to the landlord.
- Do not disturb the peace of others.
- Allow the landlord to enter your unit for purpose of inspection, repairs, or to show the unit to someone else. You may NOT unreasonably withhold access from the landlord. Unless there is an emergency, the landlord must give you at least 24-hour notice and can only enter between 7:30 AM and 8:00. For emergencies, the landlord can enter without notice.
- If there is a scheduled extermination, you may be required to temporarily move out for up to 4 days. The landlord MUST give you 7 days written notice. The landlord MUST stop collecting the rent for the time you cannot be there.

LANDLORDS' OBLIGATIONS

- Landlords have the obligation to maintain rental units in compliance with the local housing codes. The Landlord's obligations may be altered or modified in writing with respect to a single-family home or duplex. The landlord must make sure the unit has the following minimum requirements:
- The roof must not leak.
- Walls must be weather-tight, water-tight and in good repair.
- The stairs must be safe for normal use and maintained in good repair.
- Windows and doors must be weather-tight, water-tight, rodent-proof, and kept in good working condition. Windows must not have cracks and holes.
- Inside floors, walls, and ceiling must be rodent proof, kept in good repair, and safe.
- Hot water in the kitchen and bathroom sink, tub, and shower.
- A flush toilet in good working order.
- When cooking and heating equipment is provided, they must be safely installed and in good working condition.
- Adequate garbage disposal facilities or storage containers.
- Electrical systems must be in good repair and good working order.

- Outside windows must have screens, but the landlord is only required to repair damaged screens once per year.
- Every room used for sleeping or living must have at least two separate floor or wall electrical outlets and, additionally, have a ceiling or wall-type lighting fixture, or an outlet controlled by a wall switch near the entrance to the room. Heat during the winter.
- Air conditioning is NOT required under state law, but your lease may require it. If the landlord rented you a unit with a working air conditioner, it was part of your rental agreement, and the landlord MUST repair it.

WHAT SHOULD I DO IF MY LANDLORD DOES NOT MAINTAIN MY UNIT?

Gather Evidence of the Landlord's Violations

- Get evidence your landlord does not maintain the property. Take pictures and videos. You can also contact your local code enforcement agency and ask them to inspect your rental property. There are several agencies that might inspect the unit. A list of some of those agencies is provided in this brochure. If there are serious problems in your unit, you should make a complaint to all applicable agencies.
- If there are no local housing agencies to inspect your rental property, gather other evidence of the property's condition by taking pictures and videos, gathering physical evidence, and ask someone who is not a friend or family member to look at the bad conditions.
- If you are a participant in the Section 8 voucher program, contact your housing authority for an inspection.

If You Want to Stay:

- Write the landlord a letter notifying them of the problems and ask that they make the repairs within 7 DAYS after they receive the letter. Explain to the Landlord that if the problems are not fixed within 7 DAYS, you will withhold all or part of the rent. Keep a copy of the letter you provide to the landlord. A sample letter for you to use is included with this brochure. If you do not send this letter, then you CANNOT legally withhold your rent and you could be evicted for non-payment. We recommend sending a letter only when the violations significantly impact your living conditions or impact your health and safety. We do not recommend sending a rent withholding letter when the repairs are minor or cosmetic.
- Send this letter to the landlord by certified mail, return receipt requested and send a copy by U.S First Class Mail and email if available. You may also hand-deliver the letter. Keep a copy for your records. If the landlord does not make the repairs within 7 DAYS after getting your rent withholding letter, you may withhold your rent until the landlord fixes the problem.
- It is important to save your rent and do not spend it. If your case goes to court, the judge will require you to pay your rent to the court. If you do not have it, you will automatically lose the eviction without a hearing.
- If your landlord files an eviction against you for unpaid rent, you must respond to the eviction. Review our brochure available on our website under "Self Help" or here: <https://www.legalservicesmiami.org/self-help>
- You will need to dispute the rent owed and provide proof you are withholding rent. If you win the eviction and the judge agrees that you properly withheld rent, the judge may return some or all of the rent you paid to the court.

If you are served with an eviction, you should always contact Legal Services of Greater Miami to see if we can represent you or provide advice on how to represent yourself.

If You Want to Move Out:

- If the conditions significantly impact your living conditions or your health and safety, write the landlord a letter telling them what the problems are, and that if they are not fixed in 7 DAYS from when the landlord gets the notice, you will end the lease and you will move out.
- Send this letter to the landlord by certified mail, return receipt requested and send a copy by U.S. First Class Mail and email if available. You may also hand-deliver the letter. Keep a copy for your records. If the landlord does not make the repairs 7 DAYS after getting the letter, you may move, and you will not owe any more rent.
- You may also be able to sue your landlord for failing to make repairs. If you want to pursue this option, you should speak to a lawyer, especially if you have physical injuries caused by the condition of your home.

RETALIATION

If you send a rent withholding letter and stop paying the rent, the landlord may file an eviction against you. Florida law says that a landlord may not retaliate against a tenant for enforcing your rights. If the judge agrees that your landlord is evicting you in retaliation for contacting code enforcement or demanding repairs, you may win the eviction. Florida law also says that you cannot be evicted for non-payment of rent if you sent a proper rent withholding letter to the landlord and the landlord did not make repairs. To make any of these arguments, you will have to pay your rent to the court.

CODE ENFORCEMENT

Call your local code enforcement agency. In Miami-Dade County, you can dial "311." If you live in a city, contact code enforcement or the building department for your city.

In Monroe County, you can contact Code Compliance at your nearest office: (305) 289-2810 (Marathon); (305) 453-8806 (Key Largo); (305) 295-4343 (Lower Keys).

If you rent in a building with five or more units, call the Florida Department of Business and Professional Regulation, Division of Hotel and Restaurants, and ask for a housing inspection. The telephone number is (850) 487-1395.

UNSAFE STRUCTURES

If the conditions of the unit become so bad, the County or a City building department may require you to move out. In 2022, Miami-Dade County enacted an ordinance to address this issue. If the landlord's negligence or failure to act caused the vacate order, the landlord may be required to provide you with replacement housing. You can review our brochure regarding the unsafe structure ordinance [here](#) or on the self-help page on our website.

The link to the Legal Services Brochure on Unsafe Structures can be found at:

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NOTE: Legal Services believes that Miami-Dade County's Unsafe Structures Ordinance is still enforceable despite the passage of HB 1417 (the preemption law referenced at the top of this brochure). However, some landlords may argue that the Unsafe Structures Ordinance is preempted under state law. Courts will have to decide this issue.

FINANCIAL ASSISTANCE

If you need financial assistance to relocate, review the resources listed on the Axis Helps website: <https://www.axishelps.org/individual-resources>

In Miami-Dade County if you are homeless or about to become homeless, contact the Homeless Hotline at 1-877-994-4357.

In Monroe County, call the Social Services Department of Monroe County at (305) 292-4408 to see if you qualify for any financial assistance.

THE OFFICE OF HOUSING ADVOCACY

Miami-Dade County created the Office of Housing Advocacy (OHA) to give tenants information about their rights and other resources. Here is the contact information for OHA:

Email: housingadvocacy@miamidade.gov

Phone number: (786) 469-4545

Website: www.miamidade.gov/housingadvocacy

**TENANT'S DEMAND FOR REPAIRS, and
NOTICE OF INTENT TO WITHHOLD RENT and/or INTENT TO REPAIR AND DEDUCT**

Date:

Landlord's Name:

Landlord's Address:

Dear Landlord,

I demand that you repair the following items within seven days of the date you receive this notice:

If you fail to comply, I intend to do the following:

1) withhold rent pursuant to Florida Statutes 83.60(1)(b)

You may also be liable for any damages I suffer due to your failure to maintain the premises.

Tenant's Signature:

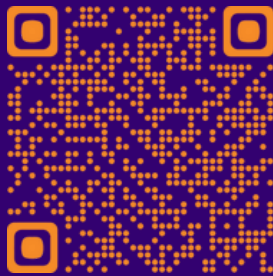
Tenant's Name:

Tenant's Address:

Tenant's Phone Number:

Tenant's Email Address (if any):

**Sample form prepared by Legal Services of Greater Miami, Inc. (Tenants' Rights Project)*



**SCAN for
more information**



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