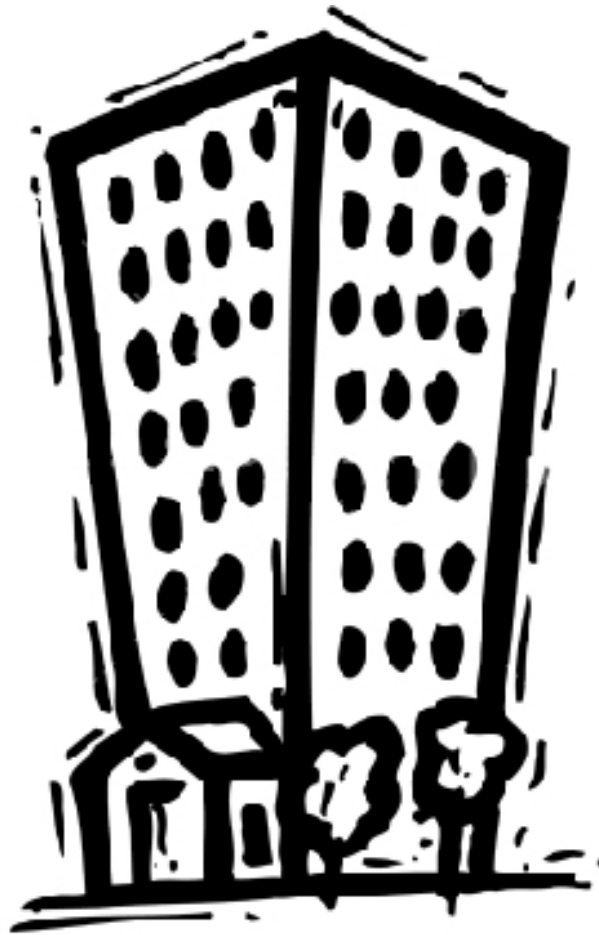


What to Do When the Association Wants Your Rent



Legal Services of Greater Miami, Inc.

Tenants' Rights Project

LAWS AFFECTING TENANTS LIVING UNDER ASSOCIATIONS

People renting condominiums with condominium associations or houses with homeowners' association have different rights than other tenants. In certain situations, the association can demand the rent from the tenant or limit the tenant's access to the common areas.

WHO IS INVOLVED?

- YOU are the **TENANT** because you are renting the unit.
- Your **LANDLORD** is the owner of the unit.
- The **CONDOMINIUM ASSOCIATION** or the **HOMEOWNERS' ASSOCIATION** ("association") are the organizations that oversee and manage the communities.

WHAT IF MY LANDLORD DOES NOT PAY THE ASSOCIATION FEES?

Associations charge the owners monthly fees and assessments. Sometimes they are called "maintenance fees" or "assessments." This money is used by the association to care for and maintain the community. If your landlord does not pay the fees, the association can ask YOU to pay your 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 the rent to the association. You must start paying rent when 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 month, you must provide the association with WRITTEN proof of that payment within 14 days of receiving the notice. You must pay rent for the next month to the association. 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.

- **What to pay?** If your landlord does not pay the fees, the association is entitled to ask you to pay your rent to the association until the landlord's debt is paid in full. You should NEVER pay more than your rent to the association, no matter what the association fees are. Florida law says you are not required to pay more than your monthly rent. If you think the association is asking for too much rent, you should seek the advice of an attorney.

EVICTION

If you pay your rent to the association, your landlord cannot sue you or file an eviction against you. If your landlord sues to evict you, you will have a defense to the eviction. If you do not pay your rent to the association after proper notice, the association will be able to file an eviction against you. The association *must* give you a 3-Day Notice before it files an eviction, just like any other landlord. You should see an attorney if an eviction is filed against you. If your landlord files an eviction against you, do NOT ignore it!

COMMON AREAS AND FACILITIES

If the landlord is more than 90 days late in paying the association fees, the association can deny you the use of common areas and facilities, such as the pool or gym. You can be fined if you use the facilities after the association notifies you to stop. If you cannot access the common areas or facilities, you should try to negotiate a lower rent from your landlord.

ACCESS AND 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 your car or the ability to enter the building or your unit. For example, the association cannot turn off your access card to the building because the landlord owes money to the association.

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 participant 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 Legal Services immediately.

DISCLAIMER

This is a relatively 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.