

Section 7 – Part 2

SLIDE 1 – State laws

In this section we'll take a quick look at the State laws regarding fair housing, Americans with Disabilities and the Florida Landlord and Tenancy law.

SLIDE 2

Florida Fair Housing laws –

The Fair Housing laws in Florida in most part align with the Federal Fair Housing statute. Where there is a conflict the Federal law shall apply.

SLIDE 3

Florida Americans with Disabilities Accessibility Implementation Act –

The Florida ADA also aligns with the Federal ADA laws. Where there is a conflict the Federal law shall apply.

For specific Florida accessibility requirements refer to: F.S. 553-Part II; Accessibility by Handicapped Persons.

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Florida Residential Landlord and Tenant Act - F.S. 83

The Florida Residential Landlord and Tenant Act was enacted to provide equal protection under law for both landlords and tenants.

The law applies to:

- Non-residential tenancies
- Residential tenancies
- Self-service storage

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Deposits and Advanced Rents - F.S. 83.49

Security deposits or advanced rent must be handled in one of three ways:

- Money deposited in non-interest bearing account; not commingled
- Deposited in interest-bearing account with interest paid to tenant at 75% of annualized interest rate or 5% per year.
- File a surety bond with the county clerk for the total amounts of rents and deposits held or \$50,000 whichever is less. Tenant receives 5% interest/year.

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Landlord's maintenance obligations- F.S. 83.51

Landlords and property management groups are legally obligated to provide basic maintenance to ensure the property complies with the requirements of applicable building, housing, and health codes.

Where no local codes are in force, the landlord must maintain roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components.

The plumbing must be in reasonable working condition. Screens must be serviced annually.

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Although there is an inherent moral and legal obligation of good faith on all parties to a rental agreement this statute is very clear on the tenant's obligations

Tenant's obligations- F.S. 83.52 – The tenant must:

- Comply with building and health codes
- Keep their unit clean and sanitary
- Remove garbage
- Keep plumbing fixtures clean and sanitary
- Reasonable use of facility utilities, appliances and other common area items
- Not destroy, deface, damage, impair, or remove any part of the premises
- Not unreasonably disturb the neighbors or constitute a breach of peace

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Landlord's access to dwelling unit- F.S. 83.53

The landlord may enter the dwelling under any of these circumstances:

- By tenant consent
- In case of emergency
- When the tenant unreasonably withholds consent; or
- If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments.

If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

The landlord shall not abuse the right of access nor use it to harass the tenant. - F.S. 83.53(3)

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Vacating premises - F.S. 83.57

A tenancy may be terminated by either party by giving written notice in the manner provided in F.S. 83.56(4):

1. When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period
2. When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period

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Vacating premises - F.S. 83.57

A tenancy may be terminated by either party giving written notice in the manner provided in F.S. 83.56(4):

3. When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period
4. When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

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Termination of rental agreement by Tenant- F.S. 83.56(1)

If the landlord fails to maintain the property or otherwise not meet the terms of the lease, the tenant can:

1. Give written notice citing noncompliance and intent to vacate
2. The landlord has 7 days to correct the noncompliance issue
3. If landlord fails to remedy within 7 days, the tenant can terminate the lease agreement

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Termination of rental agreement by landlord - F.S. 83.56(2) & (3)

If the tenant fails to maintain the property or otherwise not meet the terms of the lease, the landlord:

- Provide tenant written notice demanding payment or possession of property within three (3) days if rent is defaulted for three (3) days

The notice should include language along these lines:

You are hereby notified that you are indebted to me in the sum of ____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the ____ day of (month), (year) .

(landlord's name, address and phone number)

- If rent is not paid in this timeframe the landlord must follow strict eviction procedures.

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Eviction procedure - F.S. 83.56

1. Written notice must be given to tenant
 - Three days for failure to pay rent
 - Seven days for other legal cause
2. If tenant does not vacate within timeframe landlord must file an eviction complaint
3. Tenant has seven (7) days to respond
4. If tenant fails to respond, landlord must obtain final judgement from the court.
5. After judgment is obtained, the sheriff is given a writ of possession to obtain the premises within 24 hours of posting.

After the writ of possession is executed, the landlord may remove personal property from the premises.

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Termination of rental agreement by landlord - F.S. 83.56(2) & (3)

If the tenant has accepted the landlord's termination of rental agreement and request for possession of the property, the landlord must:

- Within 15 days return the security deposit with interest or advise the tenant within 30 days if a claim against the deposit is being made

The notice should include language along these lines:

This is a notice of my intention to impose a claim for damages in the amount of \$_____ upon your security deposit, due to _____ .

It is sent to you as required by s. 83.49(3), Florida Statutes.

You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .


- If tenant agrees to claim landlord can deduct claim amount and send balance to the tenant.
- If claimed damages exceed the amount of the security deposit the landlord must pursue further relief in civil court.
- You will find a brochure in the lesson resources folder that gives a thorough description of the Florida Landlord Tenant requirements.

SLIDES 15 - 29 Summary

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Summary

FEDERAL LAWS	
Civil rights act of 1866	The Civil Rights Act of 1866 granted citizenship and the same rights enjoyed by white citizens to all male persons in the United States "without distinction of race or color, or previous condition of slavery or involuntary servitude."
Jones v. Mayer	Jones (plaintiff) brought suit in federal district court against Alfred H. Mayer Co. (builder- defendant) alleging that Mayer refused to sell a house to Jones simply because Jones is African American. The case was ultimately argued before the Supreme Court in 1968. The SCOTUS decision became a major driving force behind the Civil Rights Act of 1968
Civil Rights Act of 1964	Signed into law by President Johnson on July 2, 1964

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Summary

FEDERAL LAWS	
Civil Rights Act of 1964	Authorized the Feds to end segregation in the South Prohibit segregation in places funded by the US Government. Created the Equal Employment Opportunity Commission which enforces federal laws prohibiting workplace discrimination Withheld federal funding from segregated schools
Civil Rights Act of 1968	7 days after the assassination of Dr. Martin Luther King, President Johnson signed the Civil Rights Act of 1968. It is more commonly referred to as the Fair Housing Act and was meant as a follow up to the Civil Rights Act of '64.
Fair Housing Act of 1968	The law prohibits discrimination in sales, leasing, advertising sales or rentals, financing or brokerage services. The protected classes are: Race, color, religion, sex, and national origin. (Handicap and familial status added in 1988)

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FEDERAL LAWS	
Handicap	Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment.
Familial status	A family in which one or more children under 18 live with a parent, or a person who has legal custody of the child or children, or the designee of the parent or legal custodian (with the parent or custodian's written permission)
Not protected classes under the Fair Housing Act	Marital status, age, Occupation
Type housing covered	Single and multi-family housing
Allowed exceptions to the Fair Housing Act	A person who owns no more than three (3) single-family dwellings is exempt. (may only claim once in 24 months)

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FEDERAL LAWS	
Allowed exceptions to the Fair Housing Act	If an owner occupies as a residence of an apartment building with no more than four units, he or she is exempt. Properties owned by religious organizations are exempt when: Provided for member benefit only and membership is not restricted by race, color or national origin. A private club has property which is not open to the public is exempt if: Lodging is only provided for member benefit and not for commercial purposes
What is prohibited when dealing with protected classes	<ul style="list-style-type: none"> Refusing to sell or rent Quoting different terms Discriminatory advertising Steering Blockbusting Redlining - Denying membership False statements regarding availability

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FEDERAL LAWS	
Exceptions for senior housing	<p>Familial status protection does not apply when:</p> <ul style="list-style-type: none"> • Housing is occupied only by persons 62 years or older • The facility is designed for older persons • 80% of the units house one adult aged 55 or older
Fair housing poster	The Equal Housing poster must be displayed in real estate offices, model homes, and mortgage lending offices
Discrimination complaints	<p>Discrimination complaints can be filed at the HUD website. The discrimination complaint will be reviewed by a fair housing specialist to determine if the alleged acts violate the Fair Housing Act.</p> <p>If a violation has occurred, HUD can appoint Administrative Law Judge who can impose penalties, such as:</p> <ul style="list-style-type: none"> • Order compensation to claimant be paid for actual damages, including pain and suffering. • Impose fines from \$16,000 up to \$70,000 (3rd offense) • Order housing be made available

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FEDERAL LAWS	
Discrimination complaints	<p>Either the claimant or the respondent can ask that the case be heard in Federal District Court. The Attorney General would then file suit on behalf of the claimant and litigate on their behalf.</p> <p>Like the ALA, the District Court can order relief, and award actual damages, attorney's fees and costs.</p> <p>Any person who thinks they have been discriminated against has the option to file suit, at their expense, in Federal District Court or State Court.</p> <p>The filing must occur within two (2) years, unless a claim has been made through HUD. In that case the suit must be filed with one (1) year.</p> <p>A court may award actual and punitive damages and attorney's fees and costs.</p>
Brokers and Sales Agents	Licensees should never bring into any discussion the race, color, religion, national origin, familial status or handicap of any potential buyer, seller, or rental tenant.

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FEDERAL LAWS	
Brokers and Sales Agents	<p>Brokers should never accept a listing from an owner who is asking for a circumstance that would violate Fair Housing laws.</p> <p>Brokers will also be held accountable for any discriminatory activities of the licensees they supervise.</p>
Americans with Disabilities Act (ADA)	<p>Congress passed the ADA into law in 1990 to prohibit discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.</p> <p>In 2011 the regulations were updated to include the ADA Standards for Accessible Design.</p> <p>The ADA set standards for new construction and renovation of public accommodations and other commercial buildings.</p> <p>The regulations spell out specific design requirements related to parking, building accessibility, ramps, stairs, doors, bathrooms, signage and counter heights.</p>

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FEDERAL LAWS

Interstate Land Sales Full Disclosure Act

The ILSA was passed in 1968 to regulate interstate land sales, to protect consumers from fraud and abuse in the sale or lease of land.

Developers must provide a property report to prospective buyers within three (3) days if the property includes more than 25 lots.

The buyer has the option to revoke the purchase contract up to midnight on the seventh day following the date of contract.

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STATE LAWS

Florida Fair Housing laws

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Where there is a conflict the Federal law shall apply.

Florida ADA Accessibility Implementation Act

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STATE LAWS

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STATE LAWS	
Tenant's obligations - F.S. 83.52	The tenant must: <ul style="list-style-type: none"> Comply with building and health codes Keep their unit clean and sanitary Remove garbage Keep plumbing fixtures clean and sanitary Reasonable use of facility utilities, appliances and other common area items Not destroy, deface, damage, impair, or remove any part of the premises Not unreasonably disturb the neighbors
Landlord's access to dwelling unit- F.S. 83.53	The landlord may enter the dwelling <ul style="list-style-type: none"> By tenant consent In case of emergency When the tenant unreasonably withholds consent If the tenant is absent from the premises for a period of time equal to 1/2 the time for periodic rental payments.

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Summary

STATE LAWS	
Landlord's access to dwelling unit- F.S. 83.53 Not Allowed	The landlord shall not abuse the right of access nor use it to harass the tenant. - F.S. 83.53(3)
Vacating premises - F.S. 83.57	A tenancy may be terminated by either party giving written notice in the manner provided in F.S. 83.56(4): <ol style="list-style-type: none"> When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period

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STATE LAWS	
Termination of rental agreement by Tenant - F.S. 83.56(1)	If the landlord fails to maintain the property or otherwise not meet the terms of the lease, the tenant: <ol style="list-style-type: none"> Give written notice citing noncompliance and the tenant's intent to vacate The landlord has 7 days to correct the noncompliance If landlord fails to remedy within 7 days, the tenant can terminate the lease agreement
Termination of rental agreement by landlord - F.S. 83.56 (2) and (3)	If the tenant fails to maintain the property or otherwise not meet the terms of the lease, the landlord: <ul style="list-style-type: none"> Provide tenant written notice demanding payment or possession of property within three (3) days if rent is defaulted for three (3) days If rent is not paid in this timeframe the landlord must follow strict eviction procedures

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STATE LAWS	
Eviction procedure - F.S. 83.56	<ol style="list-style-type: none">1. Written notice must be given to tenant<ul style="list-style-type: none">• Three days for failure to pay rent• Seven days for other legal cause2. If tenant does not vacate within timeframe landlord must file an eviction complaint3. Tenant has seven (7) days to respond4. If tenant fails to respond, landlord must obtain final judgement from the court.5. After judgment is obtained, the sheriff is given a writ of possession to obtain the premises within 24 hours of posting.

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Summary

STATE LAWS	
Termination of rental agreement by landlord - F.S. 83.49	<p>If the tenant has accepted the landlord's termination of rental agreement and request for possession of the property, the landlord must:</p> <ul style="list-style-type: none">• Within 15 days return the security deposit or advise the tenant, in writing, within 30 days if a claim against the deposit is being made• If tenant agrees to claim landlord can deduct claim amount and send balance to the tenant

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