

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. ADDITIONALLY, the County of Miami-Dade established the Tenant's Bill of Rights which is found in Chapter 17 Code Ordinances of Miami-Dade County. This pamphlet is not intended to take the place of the law or legal advice specific to your case.

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).

The following is an **exception** to the Miami Dade Tenants' Bill of Rights:

- Housing owned by the United States Government, State of Florida, or Miami-Dade County (this includes any public housing owned by Miami-Dade).

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, ventilating, 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.

ADDITIONALLY, under the Tenants' Bill of Rights, a landlord operating in Miami Dade County must:

- Provide tenants with a copy of any notice it receives from a government entity stating that the property may be unsafe. The landlord must provide this notice to tenants within 14 days after receiving 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 winds up in 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.

- It is important to **save your rent and do not spend it**. If your case winds up in 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 the landlord files an eviction against you for unpaid rent, you must respond to the eviction. For help doing this, review our brochure which is available on our website under “self-help materials” or **here**. 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.

Miami-Dade Specific Rights:

- If you live in Miami-Dade County, you may be able to make the repairs yourself and deduct the amount from your rent. This is called “repair and deduct.” Miami-Dade County Code Section 17-177.
- To repair and deduct you must take these steps:
 1. Send a letter asking the landlord to make the repairs within 7 DAYS. The letter should say you intend to withhold your rent and will use the rent to make repairs. You can use the sample letter at the end of the brochure. 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.
 2. If the landlord does not make repairs, obtain a minimum of two estimates from licensed professionals. Hire one of them to make the repairs.
 3. Keep and document ALL receipts along with before **and** after photos of all repairs.
 4. Calculate and reduce the cost of estimates and repairs from your total rental amount. Pay the remaining rent to your landlord and get a receipt. Give your landlord copies of all documents related to the repairs and the before and after pictures.
- If the landlord will not accept your rent, **save the rent and do not spend it**. If your case winds up in 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 the landlord files an eviction against you for unpaid rent, you must respond to the eviction. For help doing this on your own, review our brochure which is available on our website under “self-help materials” or here. You will need to dispute the rent owed and provide proof you followed the steps to repair and deduct.
- We do not recommend using repair and deduct for large or costly repairs.
- IMPORTANT: Since this is a new law, it is unclear how judges will interpret it. It is possible the judge could require you to pay the full rent to the court, including the money you used for repairs.

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 safety and health, write the landlord a letter telling him what the problems are, and that if they are not fixed in 7 DAYS from when the landlord gives 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 with 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.

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.

**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); and/or
- 2) make repairs and deduct the cost from the rent pursuant to Miami Dade County's Tenants Bill of Rights - Miami Dade County Ordinance 17-176(2)(e).

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

Tenant's Signature:

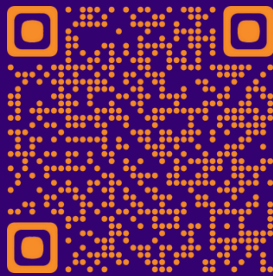
Tenant's Name:

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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