

**FORM 3 – NOTICE FROM TENANT TO LANDLORD- TERMINATION FOR
FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY
FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL
AGREEMENT**

The tenant should carefully review Sections 83.51(1) and 83.51(2) Florida Statutes, and the rental agreement and should ensure that the violations by the Landlord alleged by the Tenant in the notice do, in fact, exist. The Tenant's right to terminate the rental agreement exists only after giving the notice and if the Landlord materially fails to maintain the premises as required by Section 83.51 or material provision of the rental agreement. Section 83.51(1) provides as follows:

83.51 Landlord's obligation to maintain premises.

- (1) The Landlord at all times during the tenancy shall:
 - (a) Comply with the requirements of applicable building, housing, and health codes; or
 - (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the Landlord shall not be required to maintain a mobile home or other structure owned by the Tenant.

The Landlord's obligations under this subsection may be modified by the lease in the case of a single-family home or duplex.

- (2) (a) Unless otherwise agreed in writing, in addition to the requirements of subsection(1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:
 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days written notice, if necessary, for extermination pursuant to this subparagraph.
 2. Locks and keys.
 3. The clean and safe condition of common areas.
 4. Garage removal and outside receptacles therefore.

5. Functioning facilities for heat during winter, running water, and hot water.
 - (b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term “smoke detection device” means as electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.
 - (c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with subsection as a defense to an action for possession under s. 83.59.
 - (d) This subsection shall not apply to a mobile home owned by a tenant.
 - (e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel or utilities.
- (3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord’s duty is determined by subsection (1).
- (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant’s family, or other person on the premises with the tenant’s consent.

Source: Section 83.56, Florida Statutes (2007)

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

To: _____
Landlord's Name (or Landlord's authorized representative, resident manager, or the person who collects the rent from the Landlord

Address

City, State, Zip Code

From: _____

Date: _____

Re: Seven Day Notice of Noncompliance to Landlord

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) and our rental agreement. If you do not complete the following repairs, noncompliance, violations, or default in the next seven days, I intend to terminate the rental agreement, move out, and hold you responsible for any damages resulting from the termination:

(list Landlord's violations, non-compliance, or default)

Tenant's Name _____

Address _____

Phone Number _____

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Seven Day Notice of which this is a true copy, on the above mentioned Landlord in the manner indicated below:

_____ On _____, 20____, I handed the notice to the Landlord.

_____ I handed the Notice to a person of suitable age and discretion at the Landlord's residence/business on _____, 20____.

_____ I posted the Notice in a conspicuous place to the Landlord at his place of residence on _____, 20____.

_____ I sent by mail a true copy of the Notice to the Landlord at his place of residence on _____, 20____.

Executed on _____, 20____.

Signature of Tenant