



CUA-PP-01: LANDLORD REQUIREMENTS

COMMITTEE RECOMMENDATION: ADOPT

PROPOSED POLICY: SUPPORT legislation that would 1) criminalize the conduct of landlords who fail to provide and maintain the basic minimum housing standards, and intentionally ignore code violations that threaten their tenants' health and safety, 2) empower local governments to levy fines against landlords to recoup the costs of relocating residents from condemned properties, and 3) hasten the process allowing local governments, when in the interest of public safety, to foreclose on and take title to property owned by landlords who ignore code violations and fines.

BACKGROUND: In Palm Beach County, multiple instances of unscrupulous landlords have recently come to light. It is clear these cases only scratch the surface of the total number of slumlord properties throughout Florida. These rental properties often fail to meet the most basic of housing standards and pose a risk to the health and safety of tenants.

Slumlords maximize their profit by minimizing spending on property maintenance. Rather than fixing issues, they will ignore and/or defer maintenance, leaving their tenants to deal with the consequences on their own. Slumlords are quick to collect rent while intentionally leaving disadvantaged residents to live in squalor. Families living with mold, sewage backup, and insect and rodent infestations, to name just a few of the egregious conditions found in these cases, are prone to respiratory and other illnesses. Furthermore, slumlords take advantage of vulnerable tenants and exploit the difficulties they may have had getting accommodations. Tenants live in fear of landlord retaliation, possible eviction, and homelessness.

In one recent case, the residents of the Joe Louis Avenue Apartments near Pahokee were found to be living in deplorable conditions due to owner negligence. A litany of life-safety violations were identified, putting the vulnerable families at tremendous risk. The owner had been brought before a special magistrate previously, racking up hundreds of thousands of dollars in fines and liens over several years, but this was still not enough to compel compliance. Finally, an emergency special magistrate hearing was held and the owner was ordered to demolish the building, while Palm Beach County incurred costs to find housing for the displaced residents. The demolition is still ongoing given the significant opportunities for appeal and delays that are provided by statute.

ANALYSIS: Palm Beach County and other counties throughout Florida have an interest in ensuring their residents are living in safe, sanitary conditions and are not being exploited by slumlords.



FISCAL IMPACT: There may be an indeterminate cost to local governments in the enforcement of new laws against slumlords and the relocation of residents from condemned buildings; however, legislation should allow governments new avenues to recoup these costs from owners.

FAC STAFF NOTES:

- FAC 2022 Policy Conference
 - CUA-PP-01 was recommended for adoption by the committee.

- Relevant Statutes: Part II of Chapter 83, Florida Statutes *Florida Residential Landlord and Tenants Act* (sections 83.40, F.S. through section 83.683, F.S.)
 - Requirements governing the rental of dwelling units and rental agreements are prescribed in Part II of Chapter 83, F.S., which creates the Florida Residential Landlord and Tenant Act. [See s. 83.40, F.S., Short title.](#)
 - [s. 83.43, F.S., Definitions.](#) A “dwelling unit” is defined as structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person, or by two or more persons who maintain a common household; a mobile home rented by a tenant; or a structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons. See s. 83.43, F.S., relating to definitions.
 - [Section 83.51, F.S., Landlord’s obligation to maintain premises.](#) This section specifies a landlord ‘s obligations to maintain the premises that are rented. The term premises is defined to mean “ a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for use of tenants generally.” See [s. 83.43\(5\), F.S.](#)
 - During the tenancy, a landlord must:
 - Comply with the requirements of applicable building, housing, and health codes; or if there are no such applicable codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting the normal forces and loads. The landlord must also maintain the plumbing in reasonable working condition. In addition, a landlord must screens are installed and in reasonable condition at the beginning of a tenancy, and thereafter, must repair any damage to such screens once annually if necessary until the rental agreement terminates. [See s. 83.51\(1\), F.S.](#)
 - Unless otherwise agreed to inwriting, in addition to the above obligations, a landlord must make provisions for the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. If the tenant is required to vacate the premises for the termination, the landlord must abate the rent. Additionally, a landlord must make provision for locks and keys; the clean and safe condition of common areas; garbage removal and outside receptacles; and functioning facilities for heat during winter, running water, and hot water. See [s. 83.51\(2\)\(a\), F.S.](#)
 - At the commencement of a tenancy involving a single-family home or duplex, unless otherwise agreed to in writing, a landlord must install working smoke detection devices, as defined in statute. See s. 83.51(2)(b), F.S.
- [Section 83.52, F.S., Tenant’s obligation to maintain dwelling unit.](#) describes the obligations of tenants during the tenancy which includes:

- Complying with the obligation imposed on tenants by applicable building, housing, and health codes;
- Keeping the premises the tenant occupies or uses clean and sanitary;
- Removing all garbage from the dwelling unit in a clean and sanitary manner;
- Keeping all plumbing fixtures in the dwelling used by tenant clean and sanitary, and in repair.
- Using and operating on a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators;
- Not destroying, defacing, damaging, impairing, or removing any part of the premises or property that belongs to the landlord or permitting any other person to do so; or
- Conducting himself or herself, or other persons on the premises with the tenant's consent, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
- [Section 83.54, F.S.](#) *Enforcement of rights and duties; civil action; criminal offenses.* Violations of any rights or duties provided in the Act are enforceable by civil action. However, violations enforce through a civil action may also be prosecuted for a criminal offense relating to the lease or leased property.
- Section 83.55, F.S. If a landlord or tenant fails to comply with the rental agreement or the Act, the aggrieved party may recover damages that is caused by the noncompliance.
- [Section 83.64, F.S.](#), *Right of action for damages.* This section prohibits a landlord from engaging in retaliatory conduct. In particular, a landlord may not discriminatorily increase rent or decrease services to the tenant, or bring or threaten to bring an action for possession or any other civil action primarily the landlord is retaliating against the tenant. In addition, a landlord may not retaliate against a tenant in situations, including, but limited to, where:
 - The tenant has complained to a government agency that is responsible for enforcement of a building, housing, or health code applicable to the premises.
 - The tenant has organized, encouraged, or participated in a tenant organization.
 - Section 83.56(1), F.S. *Termination of rental agreement.* The tenant has complained to the landlord about its material noncompliance with the rental agreement and indicated his or her intent to terminate the rental agreement.
 - The tenant is a servicemember that has terminated the rental agreement as provided in [s. 83.682, F.S.](#), relating to termination of rental agreements by servicemembers; and
 - The tenant has exercised his or her rights under local, state, or federal fair housing laws.

SUBMITTING COUNTY AND CONTACT: Palm Beach – Commissioner Melissa McKinlay
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ASSIGNED COMMITTEE: CUA

BOARD SUPPORT: Yes

UNFUNDED MANDATE: No



PROTECTIVE OF HOME RULE: Yes