

QUICK REFERENCE GUIDE TO COMPLETE FORMS

Notice from Tenant to Landlord – Withhold Rent [Form #1] -

- Print the name, address and telephone number of the landlord(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

A tenant cannot withhold rent from the landlord without sending the above notice and allowing the landlord time to make repairs. If the repairs are not made, the tenant may withhold rent. In any legal proceeding, however, the tenant will have to pay all past due rent, and rent as it comes due during the legal proceedings, into the registry of the court. The tenant should, therefore, deposit all rent as it comes due in a separate bank account until the tenant's disputes with the landlord have been resolved.

Notice from Tenant to Landlord – Termination of Lease [Form #2] -

- Print the name, address and telephone number of the landlord(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

The tenant should carefully review section 83.51(1), Florida Statutes, and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after notice is given and if the landlord fails to make the required repairs. Section 83.51 F.S. 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.

Motion to Determine Amount of Rent [Form #3] -

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

If you and the landlord do not agree on the amount of rent owed, give the Clerk of the Court the money you say you owe. You must also file the above mentioned motion and the judge will decide what amount should be given to the Clerk of the Court by way of a hearing and/or an order.