

LANDLORD'S ACCESS TO THE LEASED PREMISES

When a tenant holds a valid lease for rental unit, that tenant has a superior “possessory” right to the rental unit. That means that the tenant has the right to possess and occupy the rental unit to the exclusion of all others, including the landlord. Of course, the landlord may enter a rental unit when asked or invited to do so by the tenant, but otherwise the landlord must strictly comply with Section 83.53, Florida Statutes.

Section 83.53 contemplates that a landlord may need to enter a rented unit for the purpose of (1) inspecting the premises, (2) making repairs, (3) decorating, altering, or improving the premises, (4) performing or supplying other services agreed upon between the landlord and the tenant, and/or (5) showing the rental unit to a prospective purchaser, tenant, or contractor. The statute further states that the tenant “shall not unreasonably withhold consent to the landlord” to enter the rental unit for the purposes set forth above. That language strongly suggests that the landlord must obtain the tenant’s consent prior to entering the rental unit. Common sense dictates that the landlord could contact the tenant far enough in advance of entering the rental unit so that mutually agreeable arrangements can be made.

Section 83.53(2), states that a landlord may enter a rental unit “for the purpose of repair,” but only “upon reasonable notice to the tenant and at a reasonable time.” “Reasonable notice” is defined in the statute of at least 12 hours prior to the time that the repair is to be made, and a “reasonable time” is defined as between the hours of 7:30 a.m. and 8:00 p.m.

Section 83.53 does not specifically require a “reasonable notice” to the tenant if the landlord intends on entering the rental unit for a purpose other than repair; on the contrary, the statute states that the “landlord may enter the dwelling unit when necessary” for the other purposes listed above in the event of an emergency, with the consent of the tenant, or whenever the tenant unreasonably withholds consent. However, in order to protect oneself, the landlord should do the following at all times regardless of the purpose for entering the rental unit. First, the landlord should obtain the tenant’s consent and make mutually agreeable arrangements for entering the unit. If the tenant unreasonably withholds his/her

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consent and the landlord needs to enter the rental unit soon, the landlord should provide the tenant with written notice of the landlord's intent to enter the unit pursuant to the guidelines of "reasonable notice" and "reasonable time" set forth above. Should the tenant not allow the landlord access to the rental unit even after receiving written notice in compliance with Section 83.53, such refusal may be in violation of that statute and may also be a violation of the tenant's lease.

Please keep in mind that a landlord has the right to enter a rental unit at anytime "for the protection or preservation of the premises" pursuant to Section 83.53. Such right of immediate entry may include circumstances such as a broken water pipe or fixture, fire, or if a tenant is in the actual process of damaging a rental unit. Of course, the local fire department and/or police department should be contacted in the appropriate circumstance and the landlord should never put him or herself in direct danger.

Section 83.53 also states that a landlord may enter a dwelling unit when necessary "if the tenant is absent from the premises for a period of time equal to 1/2 of the time for the periodic rental payments." In other words, if a tenant pays rent on a monthly basis and is absent from the rental unit for a period of at least two weeks, then the landlord may enter the dwelling unit for one of the purposes set forth above. The landlord is not entitled to rely upon this provision of Section 83.53 *if* the tenant's rent is current *and* the tenant has notified the landlord that he or she intends to be absent from the rental unit for an extended period of time.

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NOTICE OF INTENT TO ENTER APARTMENT

TO: _____

Tenant's Name(s)

DATE: _____

Tenant's Street Address

City, County, State, and Zip

PLEASE BE AWARE that a representative of the landlord will enter your apartment on _____ between the hours of _____ a.m. and _____ p.m. for the purpose of:

_____ Inspecting the premises.

_____ Making necessary or agreed repairs, decorations, alterations, or improvements as follows:

_____ Supplying agreed services as follows: _____

_____ Exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

_____ Protection or preservation of the premises.

_____ Other: _____

You are *not* required to be present during this time. A passkey may be used in the event of your absence if entry into the interior of your apartment is necessary.

By: _____

Name

Apartment Community

Title

Community Street Address

Telephone Number

City, State, Zip

CERTIFICATION OF DELIVERY

[For Landlord's Use Only]

I HEREBY CERTIFY that a true copy hereof was furnished by:

() U.S. Mail

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- () Personal Delivery to Resident(s)
- () Posting on the Premises in the Absence of the Resident(s)

Delivered by: _____ Date: _____ Time: _____

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Post Office Box 2327, Brandon, Florida 33509-2327 (813) 662-1536

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NOTICE OF INTENT TO ENTER APARTMENT

TO: Mr. John Tenant and Mrs. Joan Tenant

Tenant's Name(s)

DATE: July 15, 2007

123 ABC Road, Apartment 201

Tenant's Street Address

Tampa, Hillsborough County, FL 33600

City, County, State, and Zip

EXAMPLE

PLEASE BE AWARE that a representative of the landlord will enter your apartment on _____ between the hours of _____ a.m. and _____ p.m. for the purpose of:

Inspecting the premises.

Making necessary or agreed repairs, decorations, alterations, or improvements as follows: _____

CHECK THE A/C HANDLER

Supplying agreed services as follows: _____

Exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Protection or preservation of the premises.

Other: _____

You are *not* required to be present during this time. A passkey may be used in the event of your absence if entry into the interior of your apartment is necessary.

By: **JENNIFER GOODGIRL**

Name

HAPPY PLACES APARTMENTS

Apartment Community

ASSISTANT MANAGER

Title

1234 ABC ROAD

Community Street Address

(813) 555-1234

Telephone Number

TAMPA, FL 33600

City, State, Zip

CERTIFICATION OF DELIVERY

[For Landlord's Use Only]

I HEREBY CERTIFY that a true copy hereof was furnished by:

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- U.S. Mail
 Personal Delivery to Resident(s)
 Posting on the Premises in the Absence of the Resident(s)

Delivered by: JENNIFER GOODGIRL Date: July 15, 2007 Time: 1:30 p.m.

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