

# TERMINATION OF RENTAL AGREEMENTS

## *General*

When a tenant holds a lease to a house, apartment, or other rental property, he or she generally has the right to possession of that property so long as the tenant complies with the terms of the lease. If a tenant materially violates the provisions of his or her lease (other than failing to pay rent, which is addressed in Chapter 2) or fails to comply with section 83.52, Florida Statutes (see below), the landlord may have sufficient grounds to terminate the tenant's lease and evict the tenant. Generally, "minor" disturbances should result in a written warning that allows the tenant an opportunity to remedy the situation. However, if the tenant commits an egregious or dangerous violation, the tenant does not have to be offered the opportunity to remedy the situation and his or her lease may be terminated. The following statutes address each of these instances.

## *Minor Non-Compliance with Rental Agreement - Tenant Given Opportunity to Cure Violation*

Section 83.56(2)(b), Florida Statutes, states:

If a tenant materially violates or fails to comply with a rental agreement and such noncompliance or violation is of a nature that the tenant should be given an opportunity to cure it, a landlord must deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Such notice to a tenant should state that if the same conduct or conduct of a similar nature is repeated within 12 months, the rental agreement is subject to termination without your being given an opportunity to cure the noncompliance.

Stated differently, if a tenant commits a violation that does not endanger the safety of other tenants or their property, then the tenant should be given a "7-Day

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Notice With Opportunity to Cure." Of course, if the tenant fails to correct the problem within 7 days, or if the tenant commits the same offense with one year following the delivery of the 7-Day Notice, then the landlord may terminate the tenant's lease and require the tenant to vacate.

### ***Material or Dangerous Non-Compliance with Rental Agreement - Tenant NOT Given Opportunity to Cure Violation***

Section 83.56(2)(a), Florida Statutes, states:

If a tenant materially violates or fails to comply with a rental agreement and the noncompliance or violation is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance or violation constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, the landlord must deliver a written notice to the tenant specifying the noncompliance or violation and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises.

Once again, stated differently, if a tenant commits a violation that either *does* endanger or *potentially* endangers the safety of other tenants, their property, the landlord, the landlord's staff, and/or the landlord's property (including the rented premises), then the tenant should be given a "7-Day Notice Without Opportunity to Cure." Such a notice requires the tenant to vacate the leased premises within 7 days or the landlord may begin eviction proceedings.

Delivery of a 7-Day Notice With Opportunity to Cure and a 7-Day Notice Without Opportunity to Cure must be made by mailing or delivery of a true copy of the notice to the tenant, or if the tenant is absent from the premises, by leaving a copy of the notice at the tenant's residence (the rental unit). **PLEASE REMEMBER:** If you elect to mail such notice to the tenant, you **MUST** add five (5) days to the end of the term, i.e., a 7-Day Notice upon mailing becomes a 12-Day notice and 12 days to comply must be stated in the Notice!

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## ***Abandonment by Tenant***

Subsection (3) of section 83.59, Florida Statutes, states that a landlord “shall not recover possession of a dwelling unit” except as follows:

(a) In an action for possession ... or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

Subsection (a) above refers to a common eviction suit. Subsection (b) above refers to that circumstance where the tenant does something obvious to let the landlord know that he or she is leaving prior to the end of the lease terms, right or wrong (for example, dropping off the keys at the office or calling the office and saying, “I’m moving out of here tomorrow!”). If the tenant does not do something explicit to show that he or she is leaving, then there probably is not a legal “surrender” of the apartment.

Subsection (c) above refers to an abandonment, which occurs when the tenant has moved out of the apartment but has not done anything overt or explicit to let the landlord know that the landlord can re-enter and take over the apartment. As stated in subsection (c), a landlord may consider that a tenant has abandoned the rental unit *if* the tenant is behind on his or her rent *and* the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental

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payments (usually 2 weeks or longer). This type of confirmation of abandonment can be verified by (a) asking neighbors if they have seen the tenant, (b) by contacting the electric company and/or phone company to ascertain if the power and/or telephone services have been turned off and/or transferred, or (c) by entering and inspecting the premises as provided for in Section 83.53, Fla. Stat. If the landlord cannot determine that the tenant has been continually absent from the apartment for at least two weeks (if the tenant pays rent monthly) OR if the rent is current OR if the tenant has notified the landlord that he or she will be absent from the apartment for awhile, then the landlord CANNOT rely on the abandonment statute.

### ***Tenant's Obligation to Maintain Dwelling Unit***

Section 83.52, Florida Statutes, states:

The tenant at all times during the tenancy shall:

- (1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
- (2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
- (3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
- (5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- (6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
- (7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

### ***Termination of Tenancies that Do Not Have a Specific Lease Termination Date***

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Tenancies without a specific lease termination date may be terminated pursuant to section 83.57, Florida Statutes, by *either* party giving a written notice to the other party. The length of notice required depends on the initial term of the tenancy. If the tenancy is from year to year, the party giving notice must give not less than 60 days' notice prior to the end of any annual period. If the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period. If the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period. If the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

### ***Termination of Tenancies involving members of the United States Armed Forces***

If a tenant is a member of the United States Armed Forces, he/she may terminate a rental agreement pursuant to section 83.682, Florida Statutes, which states:

(1)(a) Any member of the United States Armed Forces who is required to move pursuant to permanent change of station orders to depart 35 miles or more from the location of a rental premises or who is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the member's commanding officer.

(b) In the event a member of the United States Armed Forces dies during active duty, an adult member of his immediate family may terminate his rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the member's Commanding Officer.

(2) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy except the liquidated damages provided in this section. If a tenant terminates the rental agreement

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pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind are due.

(3) In consideration of early termination of the rental agreement, the tenant is liable to the landlord for liquidated damages provided the tenant has completed less than 9 months of the tenancy and the landlord has suffered actual damages due to loss of the tenancy. The liquidated damages must be no greater than 1 month's rent if the tenant has completed less than 6 months of the tenancy as of the effective date of termination, or one-half of 1 month's rent if the tenant has completed at least 6 but not less than 9 months of the tenancy as of the effective date of termination.

(4) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

### ***Termination of Tenancies upon death***

Section 83.59(3)(d), Florida Statutes provides that:

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

Essentially what the above means is that a landlord, upon notice or discovery of a tenant's death, cannot dispose of a deceased tenant's belongings that remain in an apartment, or retake possession of the apartment, until at least 60-days after the tenant's death. Furthermore, a landlord MAY NOT, in any circumstance, give a key to or open the apartment to anyone who is (a) not a legal lease holder, or (b) who does not have an appropriate order from the local probate court, specifically, an Order Appointing Personal Representative naming the individual as the representative of the deceased tenant's estate and Letters or Administration. The foregoing restrictions apply only to a deceased tenant who lives alone. If there is another person on the lease or properly occupying the deceased tenant's apartment, then the landlord essentially has no standing or obligation to interfere with such other person's possession of the apartment or its contents.

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Several apartment communities utilize a form that designates a third party to take custody of the tenant's property in the event of the tenant's death. Assuming that such document is properly written, we believe it is proper to let the designated person take possession of the deceased tenant's property and remove it from the apartment. Of course, the designated person's custody of the deceased tenant's property would be subject to probate and other laws; nonetheless, the duty to comply with such laws is effectively moved from the landlord to the deceased tenant's designated person through the use of such a form.

We always recommend, upon learning that a tenant has passed away and after confirming that no one else has a right to enter the deceased tenant's apartment, that the manager and/or landlord's representative take extensive photographs of the apartment, with a witness present, to catalog the contents. The witness is used to help prevent and/or defend against accusations of theft against the landlord.

If rent remains unpaid and no one comes to the apartment with the authority to remove the items inside, or no one comes forward with the appropriate court order, and a period of 60-days has passed, **IF and ONLY IF** your lease has the proper statutory language with regard to abandoned property can the landlord dispose of the items left in the apartment.

After the landlord re-takes possession of the apartment, the landlord will make a claim against the security deposit, following the same procedure as any tenant who has left the premises at the end of their lease term, for any damages to the apartment as well as any unpaid rent. If the 60-day period passed and no one came forward with the appropriate order as delineated above, the landlord would be entitled to charge against the security deposit all the rent that accrued during that 60-day period. Any refund that may be due to the deceased would be processed the same as any other security deposit and sent to the last known address of the decedent. If the landlord has an individual who indicates they are the deceased's personal representative and who (a) has the appropriate order appointing them as the such, and they provide you with a copy of the order, (b) empties out the apartment, and (c) returns keys to you, the claim against the deposit would be only for any damages to the unit and any unpaid rent through the date the keys are returned to the landlord. Any refund in this circumstance would be payable to the Estate of the tenant, i.e., "the Estate of John Smith" (tenant was named John Smith) and would be sent to the personal representative as listed on

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the order (the order should have an address on it of the personal representative and/or the attorney who drafted the paperwork).

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## ***Renewing Tenant Lease; Penalties Assessable to Tenant for Failure to Provide Proper Notice***

Section 83.575, Florida Statutes provides that:

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord before vacating the premises at the end of the rental agreement; however, a rental agreement may not require more than 60 days' notice before vacating the premises.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

Subsection (1) above provides the maximum amount of notice a lease may require a tenant to provide the landlord prior to vacating an apartment at the end of a lease term. Subsection (2) above provides the requirements a landlord must meet in order to charge a tenant a "notice fee" for failing to provide the landlord proper notice of a tenant's intention to vacate at the end of the lease term. This provision specifically provides that a landlord must advise a tenant of all sums a tenant may be obligated to pay the landlord should the tenant fail to comply with the notice provisions of the lease. This section further provides that a landlord must provide the tenant with the renewal notice containing all sums the tenant may and/or will owe the landlord at least fifteen (15) days prior to the beginning of the notice period contained in the lease agreement. In other words, if the lease requires a written 60-day notice of intention to renew or not to renew, the landlord must send written notice to the tenant at least 75-days prior to the expiration of the lease. If a landlord fails to provide the tenant with the written notice outlining the exact sums the tenant will owe the landlord should the tenant failure to provide adequate notice of intention to vacate, the landlord *may not* charge the tenant a notice fee. Example letters for

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renewal and reminder renewal are included in this handbook.

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**7-DAY NOTICE TO CURE NONCOMPLIANCE OR VACATE PREMISES**

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Tenant's Name(s)

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
City, County, State, and Zip

YOU ARE HEREBY ADVISED that you are not complying with your lease as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Demand is hereby made that you remedy the noncompliance within seven (7) days of receipt of this Notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve (12) months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

By: \_\_\_\_\_  
Name Apartment Community  
\_\_\_\_\_  
Title Community Street Address  
\_\_\_\_\_  
Telephone Number City, State, Zip

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**CERTIFICATION OF DELIVERY**

**[For Landlord's Use Only]**

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

- U.S. Mail
- 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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**7-DAY NOTICE TO CURE NONCOMPLIANCE OR VACATE PREMISES**

**TO: MR. AND MRS. ABC**  
Tenant's Name(s)  
**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address  
**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

**DATE: January 30, 2002**

**EXAMPLE**

YOU ARE HEREBY ADVISED that you are not complying with your lease as follows:  
SPECIFICALLY, YOU ARE VIOLATING PARAGRAPH (#) OF YOUR LEASE BY: (A) MAKING EXCESSIVE NOISE I.E. PLAYING MUSIC AT EXCESSIVELY HIGH LEVELS, YELLING, SCREAMING OR BEING OTHERWISE UNREASONABLY LOUD, (B) BY FAILING TO PROPERLY DISPOSE OF TRASH/GARABAGE AND LEAVING IT OUTSIDE OF YOUR APARTMENT DOOR OBSTRUCTING OTHER TENANTS ACCESS TO THE BREEZEWAY AND CREATING BUG INFESTATIONS. SUCH ACTIONS UNREASONBLY DISTRUB THE RIGHTS, COMFORT, HEALTH AND WELFARE OF OTHER RESIDENTS AND FURTHER VIOLATE THE PROVISIONS OF SECTION 83.52, FLORIDA STATUTES.

Demand is hereby made that you remedy the noncompliance within seven (7) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within

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twelve (12) months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

By: **JENNIFER GOOD GIRL**  
Name  
**ASSISTANT MANAGER**  
Title  
**(813) 555-1212**  
Telephone Number

**HAPPY PLACES APARTMENTS**  
Community  
**1234 ABC ROAD**  
Community Street Address  
**TAMPA, FLORIDA 33600**  
City, State, Zip

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Delivered by: **JENNIFER GOOD GIRL** Date: **JANUARY 30, 2002** Time: **12:20 P.M.**

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**7-DAY NOTICE TO VACATE**

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Tenant's Name(s)

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
City, County, State, and Zip

YOU ARE HEREBY ADVISED that your lease is terminated effective immediately. You shall have seven (7) days from the delivery of this letter to vacate the premises. This action is taken because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which is in violation of your lease.

By: \_\_\_\_\_  
Name Apartment Community

\_\_\_\_\_  
Title Community Street Address

\_\_\_\_\_  
Telephone Number City, State, Zip

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Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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**7-DAY NOTICE TO VACATE**

TO: MR. AND MRS. ABC  
Tenant's Name(s)

DATE: January 30, 2002

1234 ABC ROAD, APARTMENT 201  
Tenant's Street Address

**EXAMPLE**

TAMPA, FLORIDA 33600  
City, County, State, and Zip

YOU ARE HEREBY ADVISED that your lease is terminated effective immediately. You shall have seven (7) days from the delivery of this letter to vacate the premises. This action is taken because: **YOU WERE PREVIOUSLY NOTIFIED OF A VIOLATION OF YOUR LEASE. YOU FAILED TO CURE THE SITUATION BY CONTINUING TO PLAY LOUD MUSIC AND ARGUING WITH OTHER TENANTS.**

which is in violation of paragraph(s) 3(B) of your lease.

By: JENNIFER GOOD GIRL  
Name

HAPPY PLACES APARTMENTS  
Community

ASSISTANT MANAGER  
Title

1234 ABC ROAD  
Community Street Address

(813) 555-1212  
Telephone Number

TAMPA, FLORIDA 33600  
City, State, Zip

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Delivered by: JENNIFER GOOD GIRL Date: JANUARY 30, 2002 Time: 12:20 P.M.

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**NOTICE TO TENANT TO RENEW LEASE**

Date

Resident

\_\_\_\_\_ Apt. \_\_\_\_\_  
\_\_\_\_\_

The months have passed quickly and it's hard to believe that your current lease here at \_\_\_\_\_ will expire on \_\_\_\_\_. We would like to take this opportunity to ask you to continue to make \_\_\_\_\_ your home by inviting you to renew with several options. The following are scheduled rental rates and terms for you to choose from.

The entire team hopes that you will make \_\_\_\_\_ your home for a long time to come, but if a change of residence is in your near future, we will regretfully accept a sixty-day written Notice to Vacate as required by your lease. The team will be happy to help you during your transition.

- Twelve – month lease renewal rate: \$ \_\_\_\_\_
- Seven through eleven – month lease renewal rate: \$ \_\_\_\_\_
- Month-to-Month lease rental rate of \$ \_\_\_\_\_. \*Your lease will automatically renew on a month-to-month basis of current market rate plus a \$ \_\_\_\_\_ month-to-month fee beginning, \_\_\_\_\_ if we do not have a decision from you.
- Please note any additional monthly charges ( i.e., washer/dryer, garage) are not included. To renew, simply circle the option you desire above by \_\_\_\_\_, initial and return it to the leasing office and we will prepare your renewal for you.

Please notify us of your intentions by \_\_\_\_\_! Please be advised that if you elect not to renew your lease, and you do not provide us with the required sixty-day written Notice to Vacate prior to the natural expiration of your lease agreement, you may be liable for liquidated damages as specified in the rental agreement, which damages shall be \$ \_\_\_\_\_, which sum represents not more than sixty-days rent at the rate listed in

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your lease agreement.

Feel free to contact the office at any time or email with questions or concerns about your lease renewal.

Thanks once again,

Your Staff at \_\_\_\_\_

### **NOTICE TO TENANT TO RENEW LEASE**

TO: **MR. AND MRS. ABC**  
Tenant's Name(s)  
**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address  
**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

DATE: **December 15, 2001**

**EXAMPLE**

The months have passed quickly and it's hard to believe that your current lease here at *Happy Places Apartments* will expire on March 31, 2002. We would like to take this opportunity to ask you to continue to make *Happy Places Apartments* your home by inviting you to renew with several options. The following are scheduled rental rates and terms for you to choose from.

The entire team hopes that you will make *Happy Places Apartments* your home for a long time to come, but if a change of residence is in your near future, we will regretfully accept a sixty-day written Notice to Vacate as required by your lease. The team will be happy to help you during your transition.

- Twelve – month lease renewal rate: \$700.00 per month.
- Seven through eleven – month lease renewal rate: \$800.00 per month.
- Month-to-Month lease rental rate of \$850.00. \*Your lease will automatically renew on a month-to-month basis of current market rate plus a \$100.00 month-to-month fee beginning, April 1, 2002 if we do not have a decision from you.
- Please note any additional monthly charges ( i.e., washer/dryer, garage) are not included. To renew, simply circle the option you desire above by January 31, 2002, initial and return it to the leasing office and we will prepare your renewal for you.

Please notify us of your intentions by January 31, 2002! Please be advised that if you elect not to renew your lease, and you do not provide us with the required sixty-day written Notice to Vacate prior to the natural expiration of your lease agreement, you may be liable for liquidated damages as specified in the *The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises.* **Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)**

rental agreement, which damages shall be \$1,400.00, which sum represents not more than sixty-days rent at the rate listed in your lease agreement.

Feel free to contact the office at any time or email with questions or concerns about your lease renewal.

Thanks once again,

By: JENNIFER GOOD GIRL  
Name  
ASSISTANT MANAGER  
Title  
(813) 555-1212  
Telephone Number

HAPPY PLACES APARTMENTS  
Community  
1234 ABC ROAD  
Community Street Address  
TAMPA, FLORIDA 33600  
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
- ( ) Personal Delivery to Resident(s)
- ( ) Posting on the Premises in the Absence of the Resident(s)

Delivered by: JENNIFER GOOD GIRL Date: JANUARY 30, 2002 Time: 12:20 P.M.

**REMINDER NOTICE TO TENANT TO RENEW LEASE**

**Date**

**Resident**

\_\_\_\_\_ Apt. \_\_\_\_\_  
\_\_\_\_\_

**RENEWAL REMINDER:**

**This is a reminder that your current lease here at \_\_\_\_\_ will expire on \_\_\_\_\_. As previously stated to you, the following are scheduled rental rates and terms for you to choose from.**

**The entire team hopes that you will make \_\_\_\_\_ your home for a long time to come, but if a change of residence is in your near future, we will regretfully accept a *sixty-day* written Notice to Vacate as required by your lease. The team will be happy to help you during your transition.**

- **Twelve – month lease renewal rate: \$ \_\_\_\_\_**
- **Seven through eleven – month lease renewal rate: \$ \_\_\_\_\_**

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- **Month-to-Month lease rental rate of \$\_\_\_\_\_.** \*Your lease will automatically renew on a month-to-month basis of current market rate plus a \$150.00 month-to-month fee beginning, \_\_\_\_\_ if we do not have a decision from you.
- **Please note any additional monthly charges ( i.e., washer/dryer, garage) are not included. To renew, simply circle the option you desire above by \_\_\_\_\_, initial and return it to the leasing office and we will prepare your renewal for you.**

**Please notify us of your intentions by \_\_\_\_\_! Please be advised that if you elect not to renew your lease, and you do not provide us with the required sixty-day written Notice to Vacate prior to the natural expiration of your lease agreement, you may be liable for liquidated damages as specified in the rental agreement, which damages shall be \$\_\_\_\_\_, which sum represents not more than sixty-days rent at the rate listed in your lease agreement.**

**Feel free to contact the office at any time or email with questions or concerns about your lease renewal.**

**Thanks once again,**

**Your Staff at \_\_\_\_\_**

**REMINDER NOTICE TO TENANT TO RENEW LEASE**

**TO: MR. AND MRS. ABC**  
Tenant's Name(s)  
**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address  
**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

**DATE: December 15, 2001**

**EXAMPLE**

**RENEWAL REMINDER:**

**This is a reminder that your current lease here at \_\_\_\_\_ will expire on \_\_\_\_\_. As previously stated to you, the following are scheduled rental rates and terms for you to choose from.**

**The entire team hopes that you will make \_\_\_\_\_ your home for a long time to come, but if a change of residence is in your near future,**

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we will regretfully accept a **sixty-day** written Notice to Vacate as required by your lease. The team will be happy to help you during your transition.

- Twelve – month lease renewal rate: \$ \_\_\_\_\_
- Seven through eleven – month lease renewal rate: \$ \_\_\_\_\_
- Month-to-Month lease rental rate of \$ \_\_\_\_\_. \*Your lease will automatically renew on a month-to-month basis of current market rate plus a \$150.00 month-to-month fee beginning, \_\_\_\_\_ if we do not have a decision from you.
- Please note any additional monthly charges ( i.e., washer/dryer, garage) are not included. To renew, simply circle the option you desire above by \_\_\_\_\_, initial and return it to the leasing office and we will prepare your renewal for you.

Please notify us of your intentions by \_\_\_\_\_! Please be advised that if you elect not to renew your lease, and you do not provide us with the required **sixty-day** written Notice to Vacate prior to the natural expiration of your lease agreement, you may be liable for liquidated damages as specified in the rental agreement, which damages shall be \$ \_\_\_\_\_, which sum represents not more than sixty-days rent at the rate listed in your lease agreement.

Feel free to contact the office at any time or email with questions or concerns about your lease renewal.

Thanks once again,

Your Staff at \_\_\_\_\_

### NOTICE OF NON-RENEWAL OF LEASE

TO: \_\_\_\_\_  
Tenant's Name(s)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant's Street Address

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City, County, State, and Zip

Your lease, which will expire on \_\_\_\_\_, will not be renewed. Therefore, please vacate your apartment no later than the expiration date of the lease.

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

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

©2010 form provided by Drake & Associates/Daniel G. Drake, P.A.  
Post Office Box 2327, Brandon, Florida 33509-2327 (813) 662-1536

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## NOTICE OF NON-RENEWAL OF LEASE

TO: MR. AND MRS. ABC  
Tenant's Name(s)

DATE: January 30, 2002

1234 ABC ROAD, APARTMENT 201  
Tenant's Street Address

**EXAMPLE**

TAMPA, FLORIDA 33600  
City, County, State, and Zip

Your lease, which will expire on FEBRUARY 28, 2002, will not be renewed. Therefore, please vacate your apartment no later than the expiration date of the lease.

By: JENNIFER GOOD GIRL  
Name

HAPPY PLACES APARTMENTS  
Apartment Community

ASSISTANT MANAGER  
Title

1234 ABC ROAD  
Community Street Address

(813) 555-1212  
Telephone Number

TAMPA, FLORIDA 33600  
City, State, Zip

### CERTIFICATION OF DELIVERY

[For Landlord's Use Only]

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Delivered by: JENNIFER GOOD GIRL Date: JANUARY 30, 2002 Time: 12:20 P.M.

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**NOTICE OF TERMINATION OF WEEK-TO-WEEK TENANCY**

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Tenant's Name(s)

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
City, County, State, and Zip

YOU ARE HEREBY NOTIFIED that your tenancy at the above-listed address is terminated pursuant to Section 83.57, Florida Statutes, as of the last day of \_\_\_\_\_, 20\_\_\_\_. YOU MUST VACATE THE PROPERTY NO LATER THAN THE ABOVE TERMINATION DATE.

If you fail to vacate the above-listed address by the termination date, an eviction suit will be filed against you. Please be aware that attorney's fees and court costs may be taxed against you if an eviction suit becomes necessary.

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Apartment Community

\_\_\_\_\_  
Title

\_\_\_\_\_  
Community Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

**CERTIFICATION OF DELIVERY**

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( ) Posting on the Premises in the Absence of the Resident(s)

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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**NOTICE OF TERMINATION OF WEEK-TO-WEEK TENANCY**

TO: MR. AND MRS. ABC  
Tenant's Name(s)

DATE: January 30, 2002

1234 ABC ROAD, APARTMENT 201  
Tenant's Street Address

**EXAMPLE**

TAMPA, FLORIDA 33600  
City, County, State, and Zip

YOU ARE HEREBY NOTIFIED that your tenancy at the above-listed address is terminated pursuant to Section 83.57, Florida Statutes, as of the last day of **FEBRUARY, 2002.** YOU MUST VACATE THE PROPERTY NO LATER THAN THE ABOVE TERMINATION DATE.

If you fail to vacate the above-listed address by the termination date, an eviction suit will be filed against you. Please be aware that attorney's fees and court costs may be taxed against you if an eviction suit becomes necessary.

By: JENNIFER GOOD GIRL  
Name

HAPPY PLACES APARTMENTS  
Community

ASSISTANT MANAGER  
Title

1234 ABC ROAD  
Community Street Address

(813) 555-1212  
Telephone Number

TAMPA, FLORIDA 33600  
City, State, Zip

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Delivered by: JENNIFER GOOD GIRL Date: JANUARY 30, 2002 Time: 12:20 P.M.

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

## NOTICE OF TERMINATION OF TENANCY

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tenant's Name(s)

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
City, County, State, and Zip

**YOU ARE HEREBY NOTIFIED** that your tenancy at the above-listed address is terminated pursuant to Section 83.57, Florida Statutes, as of the last day of \_\_\_\_\_ (the "Termination Date"). **YOU MUST VACATE THE PREMISES AT THE ABOVE-LISTED ADDRESS NO LATER THAN THE TERMINATION DATE.**

If you fail to vacate the premises at the above-listed address by the Termination Date, an eviction suit will be filed against you.

By: \_\_\_\_\_ Apartment Community  
Name  
\_\_\_\_\_  
Title Community Street Address  
\_\_\_\_\_  
Telephone Number City, State, Zip

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Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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**NOTICE OF TERMINATION OF TENANCY**

**TO: MR. AND MRS. ABC**  
Tenant's Name(s)

**DATE: January 30, 2002**

**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address

**EXAMPLE**

**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

YOU ARE HEREBY NOTIFIED that your tenancy at the above-listed address is terminated pursuant to Section 83.57, Florida Statutes, as of **FEBRUARY 28, 2002**. YOU MUST VACATE THE PROPERTY NO LATER THAN THE ABOVE TERMINATION DATE.

If you fail to vacate the above-listed address by the termination date, an eviction suit will be filed against you.

By: **JENNIFER GOOD GIRL**  
Name

**HAPPY PLACES APARTMENTS**  
Community

**ASSISTANT MANAGER**  
Title

**1234 ABC ROAD**  
Community Street Address

**(813) 555-1212**  
Telephone Number

**TAMPA, FLORIDA 33600**  
City, State, Zip

**CERTIFICATION OF DELIVERY**

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

Delivered by: **JENNIFER GOOD GIRL** Date: **JANUARY 30, 2002** Time: **12:20 P.M.**

*The foregoing information is not intended to be, and it should not be considered a substitute for professional legal advice or services when the need arises. Each situation has its own peculiarities and laws frequently change. Therefore, you should always seek the advice of legal counsel when a legal matter arises. Drake & Associates – 813-662-1536; [www.danielgdrake.com](http://www.danielgdrake.com)*

## NOTICE OF TERMINATION OF MONTH-TO-MONTH TENANCY

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Tenant's Name(s)

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
City, County, State, and Zip

**YOU ARE HEREBY NOTIFIED** that your tenancy at the above-listed address is terminated pursuant to Section 83.57, Florida Statutes, as of the last day of \_\_\_\_\_ (the "Termination Date"). **YOU MUST VACATE THE PREMISES AT THE ABOVE-LISTED ADDRESS NO LATER THAN THE TERMINATION DATE.**

If you fail to vacate the premises at the above-listed address by the Termination Date, an eviction suit will be filed against you.

By: \_\_\_\_\_ Apartment Community

Name

Apartment Community

\_\_\_\_\_  
Title

\_\_\_\_\_  
Community Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

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**CERTIFICATION OF DELIVERY**  
[For Landlord's Use Only]

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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

**NOTICE OF TERMINATION OF MONTH-TO-MONTH TENANCY**

**TO: MR. AND MRS. ABC**  
Tenant's Name(s)

**DATE: January 30, 2002**

**1234 ABC ROAD, APARTMENT 201**  
Tenant's Street Address

**EXAMPLE**

**TAMPA, FLORIDA 33600**  
City, County, State, and Zip

YOU ARE HEREBY NOTIFIED that your tenancy at the above-listed address is terminated pursuant to Section 83.57, Florida Statutes, as of the last day of **FEBRUARY, 2002.** YOU MUST VACATE THE PROPERTY NO LATER THAN THE ABOVE TERMINATION

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DATE.

If you fail to vacate the above-listed address by the termination date, an eviction suit will be filed against you.

By: JENNIFER GOOD GIRL  
Name

HAPPY PLACES APARTMENTS  
Community

ASSISTANT MANAGER  
Title

1234 ABC ROAD  
Community Street Address

(813) 555-1212  
Telephone Number

TAMPA, FLORIDA 33600  
City, State, Zip

**CERTIFICATION OF DELIVERY**  
[For Landlord's Use Only]

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