

Notice from Tenant to Landlord-Withholding Rent for Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement

To: _____
 Landlord's Name

 Address

 City, State, Zip Code

From: _____
 Tenant

Date: _____

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) or material provisions of our rental agreement. If you do not complete the following repairs, non-compliance, violation or default, within seven days I intend to withhold future rental payment and/or terminate the rental agreement: (list non-compliance, violations or default)

This letter is sent to you pursuant to Florida Statute 83.56.

 Tenant's Name

 Tenant's Address, Unit Number

 Tenant's Phone Number

<p>Approved for use under Rule 10-2.1(a) of the Rules Regulating The Florida Bar</p> <p>The Florida Bar 2010</p>	<p>This form was completed with the assistance of:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p>
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NOTE: A Tenant cannot withhold rent from the Landlord without sending notice and allowing the Landlord time to cure the non-compliance, violation, or default of its obligations. Failure to send the required notice to the Landlord has significant impact on a Tenant's rights under the rental agreement and Florida Statutes. If the non-compliance is not remedied within the time period specified by statute (or such longer time as may be granted in your written rental agreement) and the Landlord's failure to comply renders the dwelling unit untenable and the Tenant vacates, the Tenant may vacate and withhold all rent, or, if the failure to comply does not render the dwelling unit untenable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligations is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenable, the Tenant may remain in the dwelling unit and the rent shall be reduced, until the violation is cured, by an amount in proportion to the loss of rental value caused by the failure to cure the violation. 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. For the text of Florida Statute 83.51(1), and the grounds for withholding rent, see the note to the 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.

SOURCE: Section 83.56 and 83.60, 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.

Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "Name" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

_____ told me that he/she is a nonlawyer and may not give legal
 (Name)
 advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. _____ informed me that he/she is
 (Name)
 not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

_____ told me that he/she may only type the factual information
 (Name)
 provided by me in writing into the blanks on the form. Except for typing, _____
 (Name)
 may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in
 (Name)
 the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English.
 _____ I cannot read English but this notice was read to me by _____
 (Name)
 in _____ which I understand.
 (Language)

 Landlord or Tenant signature

 Licensee signature

 Landlord or Tenant signature