



**REQUIRED NOTICE FOR RENEWAL
-90 DAYS-
IMPORTANT NOTICE PLEASE READ**

**Changes to Florida law have occurred which have a direct impact on property managers:
REQUIRING NOTICE FROM TENANTS PRIOR TO LEASE END**

Landlords must now give notice to tenants in a specific fashion and in a specific time frame or will not be able to enforce notice provisions in lease.

PRIOR LAW: Prior to July 1, 2004, a landlord could require the tenant to give a specific amount of notice of vacating the premises. This had to be stated in the lease and could not exceed a requirement of 60 days' notice from the tenant. Most leases required a 30-day notice from the tenant, and failure to give such notice resulted in the tenant forfeiting their security deposit or having to pay an additional month's rent. The landlord was not required to notify the tenant in any way other than to state the notice requirements in the lease. Failure of the tenant to give notice would result in a forfeiture of money up to the amount of rent that the notice period required and/or the security deposit.

NEW LAW: Landlord can still require notice from the tenant of up to 60 days BUT MUST give tenant written notice of the tenant's notice obligation within 15 days of the beginning of the required notice period plus 5 days mailing. This NEW notice from the landlord must contain information regarding the notice requirement, how the notice needs to be given, and the fees, penalties or other charges imposed upon the tenant if the tenant does not give the notice.

EXAMPLE: Lease requires tenant to give landlord 60 days' notice prior to lease end. Landlord NOW must inform tenant of this requirement by giving tenant written notice per FS 83.575 15 days prior to the beginning of the 60 day notice period. If the landlord fails to give this notice, and the tenant vacates without notice at the end of the lease, the landlord will not be permitted to charge tenant for failure to give notice. The new law does not specify HOW this notice must be given. We recommend giving the notice according to the terms of your lease, hand delivering the notice or posting on the tenant's door if your lease allows this type of delivery. If you are going to mail the notice, it is crucial that you ADD 5 BUSINESS DAYS for mailing, and avoid certified mail as often the certified mail is not picked up. **Tenant giving notice: 60 days notice from tenant to management company. Management giving notice: 60+15+5=80 days notice from management company this is a Florida Statue passed by the State of Florida and contained in the Landlord Tenant Act. Add 10 days notice from owner to management = 90 days.**

AS OWNERS OF THE PROPERTIES YOU HAVE CONTRACTED WITH FLARENT TO MANAGE, THE ABOVE IS IMPORTANT FOR YOU TO KNOW. IF YOU WISH AN INCREASE IN RENT OR NONE RENEWAL OF TENANT WE MUST RECEIVE NOTICE FROM YOU 90 DAYS PRIOR TO THE ANNIVERSARY DATE ON THE LEASE. THE ATTORNEY LEASE USED BY FLARENT, INC. IS A 5-YEAR AUTOMATICALLY RENEWING LEASE WITH NOTICE OF 60 DAYS CONTAINED IN THE LEASE, 80 DAYS WITH THE NEW REQUIREMENTS.

Signature X _____ Date _____