

FORM 4 -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

A tenant cannot withhold rent from the landlord without sending notice and allowing the landlord time to make repairs. If the repairs are not made and the unrepared dwelling is untenable, the tenant may vacate and withhold all rent. If the repairs are not made but the failure to make the repairs does not render the dwelling untenable, the tenant may remain in the dwelling and the rent shall be reduced, until the repairs are made, by an amount in proportion to the loss of rental value caused by the failure to make repairs. 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 solved. For the text of Florida Statute 83.51(1), and the grounds for withholding rent, see the note to Form 3.

SOURCE:

Section 83.56(1), Florida Statutes (1995)

To: _____
Landlord's Name

Address

City, State, Zip Code

From: _____
(Tenant)

Date: _____

This is to inform you that you are not maintaining my apartment unit as required by Florida Statute 83.51(1) or material provisions of our lease agreement. If you do not complete the following repairs within seven days I intend to withhold all future rental payments:

[list violations]

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

Tenant's Name _____
Address, Unit Number _____

Phone Number _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 1993

This form was completed with the assistance of:

Name:

Address:

Telephone Number: