



Property Owner's Handbook



A Comprehensive Guide for Property Owners and Property Investors

Section One	Answers To Commonly Asked Questions
Section Two	Tenancy Legislation
Section Three	A Guide to Getting Your Property Ready For Tenancy
Section Four	Our Written Service Standards and Guarantee

Exclusive Property Owner’s Handbook

(Company Name/Logo)

Contents

Section One

Answers to Commonly Asked Questions

Maximizing Your Rent	4
Getting the Best Tenant	5
The Marketing of My Property	6
Property Presentation	6
Pets at My Property (If Permitted)	7
Receiving My Rent Monies	8
Inspecting of My Property	9
Security Deposits	10
Tenancy Agreements	10
Repairing and Maintaining My Property	11
Renewing the Lease with My Tenant	12
Notice Required when My Tenant is Vacating	13
Breaking of a Fixed Term Lease	13
Breaches of Tenancy	13
Smoke Alarms	14
Pest Control Services	15
Costs Incurred at My Rental Property	15
Receiving My Financial Statements	16
Selling or Moving Back Into My Property	16

Section Two

Tenancy Legislation- How it Affects You and Your Tenant

Some Landlord Rights and Obligations	18
Some Tenant Rights and Obligations	28

Section Three

A Guide to Getting Your Property Ready for Tenancy	33
--	----

Section Four

Our Written Service Standards and Guarantee	37
---	----

Exclusive Property Owner’s Handbook

Introduction

We have constructed this comprehensive property owner’s handbook as a service to our clients to familiarize you with our property management processes and procedures and tenancy management expectations.

We hope that you enjoy reading this handbook and ask that you become familiar with its contents. Should you have a query which you believe is not answered, please call us on (904) 730-8060 and we will be happy to assist you.

Disclaimer

This handbook has been prepared by Federated Management Group, Inc. as a guide for property owners and investors.

Our officers, employees, agents and associates believe that the information and material contained in this handbook is correct at the time of printing but do not guarantee or warrant the accuracy or currency of that information and material. To the maximum extent permitted by law, our officers, employees, agents and associates disclaim all responsibility for any loss or damage which any person may suffer from reliance on the information and material contained in this handbook or any opinion, conclusion or recommendation in the information and material whether the loss or damage is caused by any fault or negligence on the part of our officers, employees, agents and associates or otherwise.

The information relating to the law in this handbook is intended only as a summary and general overview on matters of interest. It is not intended to be comprehensive nor does it constitute legal advice. Whilst our officers, employees, agents and associates believe that such information is correct and current at the time of printing, we do not guarantee its accuracy or currency. Many factors unknown to us may affect the applicability of any statement or comment that we make to your particular circumstances and consequently you should seek appropriate legal advice from a qualified legal practitioner before acting or relying on any of the information contained in this handbook.

The information contained in the handbook is of a general nature and does not take into account your objectives, financial situation or needs. Before acting on any of the information you should consider its appropriateness, having regard to your own objectives, financial situation and needs.

Section One

Commonly Asked Questions

Maximizing Your Rent

How Do You Determine the Best Rent For My Property?

We always strive to get you the maximum rent possible; however we also must keep in mind setting the correct market rent to get your property rented as soon as possible. Both factors are important to present your property on the market successfully for rent.

To do this, we consider these factors:

- a) **Demand**- Is there a high or low demand for properties at present. This can be seasonal and affected by a number of factors.
- b) **What Is Available Now**- we look at properties currently available for rent in the newspaper and/or the internet, and consider their location and features for comparison to calculate a maximum rent for your property
- c) **What We Have Rented Right Now**- We compare your property with what we have currently rented, taking into account property location and features.

These factors allow us to give you enough information to set the right rent for your property.

What if I want a rent amount that is higher?

You may place your property on the market at the rental amount you wish. However keep in mind that it is the market demand that sets the rent, and if the market (prospective tenants looking for a rental property) deem the amount of rent too high; your property may stay vacant longer than necessary.

With this in mind, be aware your annual rental return will be **reduced by 2% for every week it is vacant!**

How the rent is reviewed during the time that you manage it?

When we need to secure you a new tenant, we will always review the rent against market conditions. This will also be done at lease renewal time, or at other times when required. We will always contact you for your permission before the rent is increased.

Getting the Best Tenant

How Does Someone Apply For My Property?

We always ask that the prospective tenant fill in an application form, signing giving permission for us to check the information provided. We will never discuss an applicant with you without this application form completed prior to contacting you.

What If An Applicant Contacts Me?

If in the unlikely chance a prospective tenant contacts you to discuss their application, or in fact ask questions regarding their rejected application, we insist that you simply request that they contact us (your agent). If they persist we insist that you do not discuss anything further to avoid unnecessary problems and complications.

How Do You Check An Applicant?

With the information provided we confirm their payment and tenancy history by calling their current and/or previous landlord/agent as well as confirming their employment, checking them against a National Tenancy Internet Database to see if they have been lodged as a bad tenant by a previous agent.

In some cases where an applicant may not have a tenancy history we try and confirm other information that may give us insight to show their ability to maintain a tenancy in your rental property, for example a stable employment history.

In some cases where this is not possible we may simply reject the application.

What reason do you have to give the applicant to reject their application?

Legally we do not have to give a reason and by industry practice we never give a reason.

Who selects the applicant for my property?

You do! We will simply give you the information we have collected and by using our experience give you a possible guide as to the tenancy outcome, but at the end of the day it is always your choice!

Do You Guarantee The Tenant?

We can never guarantee any approved tenant for your property. We can only attempt to collect information on their past history and confirm their income arrangements. As their paying of rent and maintaining the property is purely voluntary we cannot guarantee any tenancy outcome. This is a landlord risk that comes with allowing someone else to rent your property!

The Marketing of My Property

What Do You Do To Advertise My Property?

Once we have a signed Management Agreement authorizing us to act on your behalf, we list your property in the following forms of advertising:

1. **Rental Listing Brochure-** Your property is added to our office rental list with a photo and details of your property. This is given to anyone that comes in looking for a rental property.
2. **Yard Signs-** Where allowed, a professional yard sign will be placed at your property.
3. **Internet-** Your property along with photos is entered onto the following websites, maximizing coverage to any prospective tenant using the Internet to locate a rental property.
 - a) www.federatedmanagementgroup.com
 - b) www.craigslist.com
 - c) www.rentals.com
 - d) www.firstcoastrentalads.com

These sites feed to approximately 15 other web sites as well.

Property Presentation

How Should The Property Be Presented?

We ask that the property be presented in the best manner possible to attract the right tenant for your property. We don't want a bad first impression to detract the right tenant from renting your property. Please refer to our guide '**Getting the Property Ready for Your Tenant**' in **Section Three** with tips and a checklist on how to present your property for rent.

How Clean Should The Property Be When A New Tenant Moves In?

The property should be presented 'reasonably clean' in accordance with legislative requirements. Please refer to our guide to '**Getting the Property Ready for Your Tenant**' in **Section Three** for recommended levels of cleanliness.

As a very general rule we ask the tenant to leave the property at the standard they found it.

In cases where the property is provided in an extreme level of cleanliness we ask the tenant to leave the property likewise. However in the case of a dispute legally we can only enforce that the

tenant return the property in a ‘reasonably clean’ condition, this being their minimum legal obligation.

Pets at My Property (If Permitted)

If I Allow Pets At My Property, What Expectations Will Be Given To The Tenant?

We always sign a pet lease agreement with your tenant. This obligates them in 4 ways:

- a) No additional pet may occupy the property without prior permission.
- b) The pet may not come inside the property.
- c) The pet must be removed from the property if it becomes annoying or bothersome to neighbours (after reasonable warning has been given in writing).
- d) The tenant must be responsible for any damage caused by their pet, and remove any rubbish or feces deposited by the pet.

We also record the details of the pet on the agreement, which is then signed by the tenant.

How Do I Ensure The Pet Will Not Come Inside The Property?

We obligate the tenant to commit in writing that they will not bring the pet inside. However as we are unable to monitor the property all of the time, we cannot guarantee that the pet will not come inside the property.

We do look out for any warning signs while at the property conducting inspections. However, the only way to ensure that a pet will not come inside the property is to insist ‘No Pets’ right from the start of the tenancy.

Receiving My Rent Monies

When do I get paid my rent?

If you choose to participate in our Direct Deposit Program, we will deposit all monies collected into your designated bank account by the 13th of each month.

How do you collect the rent?

We collect the rent by personal checks, money orders, cashier’s checks and on-line payments.

What happens if my tenant does not pay the rent?

Paying the rent is always a voluntary action on behalf of the tenant. We can never force a tenant to pay their rent. Even a court can only ‘order’ a tenant to pay but can never physically *force* them to pay.

If a tenant does get behind in their rent payments, this is the process we follow.

- Rent is due on the 1st of each month and considered late at close of business on the 5th.
- 1 Day Behind- A 3-Day notice is personally placed on the door of the residence demanding all monies paid within 3 days.
- Expiration of 3-Day Notice – Final collection calls are made to tenant.
- Owner is called to report status of non-payment and decision is then made whether to proceed with the eviction process.
- Eviction is initiated by our Attorney.
- Writ of Possession and final order from the courts is usually granted within 2 weeks of filing.

As you can see, the full legal process can be very quick if action is taken quickly.

Fortunately the security deposit (one month’s rent) may cover the shortfall in rent but may not cover possible damages to the property.

Inspecting Of My Property

Do you inspect the property at the beginning of a tenancy?

We conduct a comprehensive inspection of your property when a tenant first moves in.

We inspect your property area by area (lounge room, bedrooms, kitchen, front and rear yards, garage etc) and then all items present in each area (walls, ceiling, light fittings, curtains, windows, stove etc).

We record their condition and cleanliness item by item, and then a brief description and detail about the item. This would involve recording details of any marks, scratches and dents etc.

We also take photos outside, as well as inside the property (where required).

How often do you inspect the property during the tenancy?

We inspect the property approximately every quarter. This inspection is not as detailed as the start of tenancy inspection. This inspection is more of a walk through, checking room-by-room the tenant is keeping the property damage-free and reasonably clean. We will also take photos of the outside of the property, and any repairs or concerns observed. Please note that due to privacy reasons we are unable to take photos inside involving tenant belongings, and also we are unable to take any photos if the tenant refuses permission.

We also note any repairs reported or observed by us and any other recommendations needed to assist you in keeping the property in the best condition possible. We also check the smoke alarm.

We send you a copy of the inspection usually with your end of month statement for that month. If there are emergency items, we will forward the report to you as soon as possible.

What about when the tenant vacates the property?

When the tenant lets us know they will be vacating, we communicate detailed information of our expectations of how the property needs to be left at move out.

Once the tenant has fully vacated, we compare the property to the ingoing inspection report completed when the tenant moved into the property.

We carefully check through the report item-by-item, ensuring it has been left in the same condition as when they moved in, taking into account reasonable wear and tear for the period of time they have been in the property. This is a legislative requirement.

We ensure the property has been left reasonably clean and free of any new damages.

Security Deposits

How much security deposit do you take from the tenant?

For a good applicant, we normally demand 1 month's rent as a security deposit. In cases where an applicant is marginal and you decided to accept the applicant, 1.5 to 2 month's security deposit is retained.

When do you return security deposit money?

We only refund the security deposit after the following has occurred:

- a) The tenant has fully vacated the property and keys returned
- b) The property has been inspected, and is satisfactory when compared with the ingoing inspection report.
- c) All monies are paid. This could be any outstanding rent, late fees and misc. fees owed.

If the tenant has a pet, can I ask for an extra security deposit?

Yes! We require non-refundable 300.00 pet fee. This money is kept in escrow and deposited into your account upon the tenant's move out and completion of the disposition of security deposit.

Tenancy Agreements

What do you explain to the tenant when they move into the property?

We go through all of the most important expectations. For example, how they must pay their rent on time, where to pay their rent, what we do if they do not pay their rent. We discuss our repairs and maintenance policy, what happens in an emergency repair situation, how often inspections occur and what we look for. We also supply them with two copies of the ingoing inspection form, explain how they must check, sign and return one copy of the form within 14 days.

We also provide them with a Tenant Handbook that explains some of their tenancy rights and obligations.

What do they sign?

We prepare a Lease Agreement covering the details of the tenancy, with terms and conditions.

We explain the complete agreement to the tenant before we get them to sign it. We will then send you a copy of the lease agreement together with a copy of the incoming inspection report, for your records.

When do they get keys and possession of the property?

After all the forms have been explained and signed, security deposit and first payment of rent received we will then grant them the keys and possession of the property.

Repairing and Maintaining My Property

Who is responsible for repairing my property?

Under legislation it is the responsibility of the landlord to repair the property. This means it is at the landlord's expense.

Who is responsible for general wear and tear?

General wear and tear that occurs from tenants just living in a property is expected and legislation provides that it be allowed. A few extra marks and scuffs on the walls, some chips and scratches to doors and doorways will occur over time, along with the gradual wear of everything that is in the property.

The only time a tenant can be held responsible is if wear and tear is considered 'excessive' for the time frame that the tenant has been in possession. For example, a newly painted property with walls severely marked after 2 years resulting in the walls having to be painted again may not be allowed as 'reasonable' wear and tear. In a court hearing this type of situation, if proved, could result with the tenant paying for the painting to be done, minus any depreciation for the age of the paintwork at that point in time when it was repainted again.

Please also refer to our Landlord Tenant Act quotes in section 2 of this handbook for specific legislation on this issue.

What if the tenant is at fault?

If a tenant has caused damage to an item that is not the result of normal break down or wear and tear, this will be charged to the tenant.

Normally, a tradesperson would let us know that the repair was normal or was influenced or caused by the tenant.

What about the smoke alarms?

These are a landlord responsibility as governed by Consumer Affairs. We check the smoke alarms at inspections to ensure they are working.

What happens if a repair is required after hours, or on weekends?

We provide our tenants a contact number for after hours and weekend emergency maintenance reporting. Our maintenance contact will determine what actions are necessary to remedy the emergency. You will be called once a determination is made and action will be taken. In a case where immediate is necessary, you must rely on our experience and judgment to take corrective actions in order to minimize further damage to your property.

Who is responsible for maintaining the lawns and gardens?

Unless otherwise agreed, the tenant is responsible to maintain the lawns and gardens to the standard they were given at the start of the tenancy.

If the property is provided with watering systems these need to be working and kept maintained during the tenancy.

Renewing the Lease with My Tenant

Who decides if the lease will be renewed?

You do! We will contact you by letter before the lease is due, and seek your instructions if you wish to renew or in fact not renew the lease. Once we have your approval we will then approach the tenant to have the lease renewed.

If I do not wish to renew the lease, do I have to give a reason?

If you do not wish for the lease to be renewed you are not obligated to give your tenant a reason.

Notice Required When My Tenant Is Vacating

How much notice must my tenant give when they want to vacate the property?

This depends on the type of lease they have signed. If they wish to vacate the property on a non-fixed term lease, they are required to give only 15 days notice in writing. However, if they are under a current lease they are required to give 30 notice prior to lease expiration. Of course it is up to us to approach the tenant to seek their intention to either renew the lease or vacate the property

If they break their lease, they may do so with little to no notice, however they are subject to paying rent until a new tenant is secured, or to the end of the lease (whichever occurs first). They must also contribute to the leasing fee and advertising costs (please refer to the next section).

Breaking of a Fixed Term Lease

Who pays for the leasing fee and advertising costs when a tenant breaks their fixed term lease early?

Unfortunately we have no control over the tenant breaking their lease early. People's circumstances change and sometimes they move out earlier than expected. In this case, we will need to charge leasing fees and advertising again.

However, under legislation we are entitled to charge a tenant for part or the full amount of these costs to be reimbursed back to you, depending on how much of the lease remains when it is broken. We also must take into account the current lease or entire term of leases they may have already served at the property, when calculating monies for reimbursement.

Breaches of Tenancy

What happens if the tenant breaks one or more of the conditions of tenancy?

Depending on what has occurred depends largely on what action is taken. If the breach is minor approaching the tenant verbally or in writing maybe appropriate. If it is something serious we will consult with you first to discuss what action to take.

Serious breaches of tenancy may involve using the property for illegal purposes or bringing in pets without prior permission etc.

We will let you know whether we should serve a termination notice on the tenant first or use more diplomatic means to rectify the breach.

Smoke Alarms

What type of smoke alarm should be fitted?

We always ask that a Hard-Wired alarm be fitted to all rental properties; due to the high chance of a tenant tampering with a removable battery powered alarm (9-Volt Battery powered alarms).

In the case where a hard-wired smoke alarm cannot be fitted, then it is recommended that a 10 Year Lithium Battery Operated alarm be installed. This type of alarm is easily fitted like a 9-Volt type alarm, but the 10 Year Lithium alarm has a battery sealed inside that cannot be removed.

Pest Control Services

Should I get my property regularly checked for termites?

Yes! We strongly recommend all of our clients choose a pest control service and request that they regularly check your property for termite activity at the frequency they recommend.

Please note, it is a general exclusion of all building insurance policies that damage to your property caused by termites is not covered (not insurable). Therefore regular checking is the best way to prevent termite damage, or at least attempt to identify warning signs that termites are creating damage.

Without this the damage could be substantial and very costly to rectify.

Costs Incurred At My Rental Property

Who pays for electricity and gas charges?

These are a tenant expense. However if there are charges relating to the supply of these services to a property, then the supply charges are at a landlord cost.

Who pays for water charges?

Water consumption charges are a responsibility of the tenant. Tenants are responsible for initiating service once they have been granted full access to the property.

Receiving My Financial Statements

Why do I receive statements?

We will issue you both monthly and yearly financial statements, accounting for all monies we have handled and disbursed to you on your behalf in accordance with legislative requirements. Your end of year statement accounts for all monthly statements accumulated, for accountancy ease.

When do I receive these statements?

Your monthly statement will be sent to you between the 10th and 13th of each month, and the end of year statement will come to you in February.

How do I understand these statements?

Our statements are simple to read and understand. As always, should you have any additional questions regarding your statement, simply call our Accounting Department and a representative will be happy to explain all details relating to your statement.

Selling or Moving Back Into My Property

What happens to the tenancy if I wish to sell my property?

You may sell your property at any time. However any fixed term lease in place is guaranteed to your tenant. This means if a person buys your property and they wish to occupy it, they must wait until the tenancy is finished unless the tenant agrees otherwise.

What if I want to move in or someone from my family wants to move in?

Again any fixed term lease is guaranteed unless the tenant agrees to move out.

As is the case with the property being sold, this usually involves an amount of compensation being paid to the tenant as agreed by both the landlord and the tenant.

What if they are on a non-fixed term agreement?

If they are on a non-fixed term agreement, you may give them notice.

You may give them a minimum **15 days notice** (allowing also for postage delivery time).

Can you sell my property on my behalf?

Of course! Selling your property is part of the service we provide.

It is always preferred that we sell your property. It is much easier to coordinate access with the tenant between the sales and rental departments if you are using the same agency for both services.

Your tenant will also be more comfortable to deal with a company they are already familiar with.

Just let us know if you want to sell, even if you are just thinking about it.

Section Two

Florida Landlord Tenant Act - How It Affects You and Your Tenant



How It Affects You and Your Tenant

For your information we have added some portions of the Florida Landlord Tenant Act that we wish to inform you about. These are common areas that are commonly misunderstood, or are not aware of.

Some Landlord Rights and Obligations

83.5 Landlord’s obligation to maintain premises.--

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant.

The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. [83.59](#).

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

83.53 Landlord's access to dwelling unit.--

(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:

(a) With the consent of the tenant;

(b) In case of emergency;

(c) When the tenant unreasonably withholds consent; or

(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

(3) The landlord shall not abuse the right of access nor use it to harass the tenant.

83.47 Prohibited provisions in rental agreements.--

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.

(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers

actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

83.49 Deposit money or advance rent; duty of landlord and tenant.--

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;

(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or

(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant

interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, within 30 days of receipt of advance rent or a security deposit, notify the tenant in writing of the manner in which the landlord is holding the advance rent or security deposit and the rate of interest, if any, which the tenant is to receive and the time of interest payments to the tenant. Such written notice shall:

(a) Be given in person or by mail to the tenant.

(b) State the name and address of the depository where the advance rent or security deposit is being held, whether the advance rent or security deposit is being held in a separate account for the benefit of the tenant or is commingled with other funds of the landlord, and, if commingled, whether such funds are deposited in an interest-bearing account in a Florida banking institution.

(c) Include a copy of the provisions of subsection (3).

Subsequent to providing such notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she shall notify the tenant within 30 days of the change according to the provisions herein set forth. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to provide this notice shall not be a defense to the payment of rent when due.

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. [83.49\(3\)](#), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. [475.25](#)(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records as stated herein, and upon transmittal of a written receipt therefor, the transferor shall be free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. However, nothing herein shall excuse the landlord or agent for a violation of the provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. [509.241](#), unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. [509.261](#).

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

83.64 Retaliatory conduct.--

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenants' organization;

(c) The tenant has complained to the landlord pursuant to s. [83.56](#)(1); or

(d) The tenant is a service member who has terminated a rental agreement pursuant to s. [83.682](#).

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

83.67 Prohibited practices.--

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any boot lock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a service member in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. [83.52](#)(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with s. [83.59](#)(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. [715.104](#) and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. [83.59](#)(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a service member who is a prospective tenant who has been discriminated against under subsection (3).

83.682 Termination of rental agreement by a service member.--

(1) Any service member 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 if any of the following criteria are met:

(a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The service member is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The service member is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the service member's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the service member receives military orders requiring him or her to move into government quarters or the service member becomes eligible to live in and opts to move into government quarters;

(e) The service member receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The service member has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the service member's commanding officer.

(3) In the event a service member dies during active duty, an adult member of his or her immediate family may terminate the service member's 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 showing the service member was on active duty or a written verification signed by the service member's commanding officer and a copy of the service member's death certificate.

(4) 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 as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

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

Some Tenants Rights and Obligations

83.52 Tenant's obligation to maintain dwelling unit.--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.*

83.46 Rent; duration of tenancies.--

- (1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.*
- (2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.*
- (3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day*

after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

83.56 Termination of rental agreement.--

(1) If the landlord materially fails to comply with s. [83.51\(1\)](#) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. [83.51\(1\)](#) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. [83.52](#) or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance 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. The notice shall be adequate if it is in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, 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. The notice shall be adequate if it is in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 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 12 months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the _____ day of _____, (year).

(Landlord’s name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence.

(5) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action

for that noncompliance, but not for any subsequent or continuing noncompliance. Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes shall comply with the provisions in s. [83.60\(2\)](#). The court may not set a date for mediation or trial unless the provisions of s. [83.60\(2\)](#) have been met, but shall enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. [83.60\(2\)](#). This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. [83.49\(3\)](#).

83.57 Termination of tenancy without specific term.--A tenancy without a specific duration, as defined in s. [83.46\(2\)](#) or (3), may be terminated by either party giving written notice in the manner provided in s. [83.56\(4\)](#), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

83.59 Right of action for possession.--

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. [51.011](#) [F.S. 1971], and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) 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 does 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.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

A Guide to Getting Your Property Ready for Tenancy



For your convenience we wish to provide you with a guide to getting your property ready for your new tenant. It covers common areas overlooked by owners when moving out.

We have also structured the guide into a convenient checklist format.

Some Things To Do

- Have your mail redirected.** Please ensure that all mail is re-directed to your new address.
- Utilities** - Electricity, Gas, Phone, Water etc. Please ensure all accounts are advised and cancelled accordingly.
- Appliance Manuals** - Please leave them on the kitchen counter.
- Keys** - Please ensure all locks have keys. Please supply 3 full sets of keys (one for our office, two for the tenant)

Cleaning Guide Inside the Property

- Walls** - please clean off any dirty marks, removable scuff marks, finger or food marks etc.
- Ceilings** - Please remove any cobwebs
- Ceiling Mould** - please clean off (particularly in wet areas and sometimes in bedrooms).
- Light Fixtures** – Clean off dust and remove any dead insects inside
- Ceiling Fans** – Wipe fan blades and tops of fittings to remove dust build up
- Baseboards** – Wipe down with a damp cloth
- Doorways, Doors** - Wipe off finger marks and any other removable marks
- Windows** – Clean inside and out - (please note - nearly all modern sliding aluminium windows can be lifted and pulled out for easy cleaning). Also sills and runners (wipe out dust build up and any dead insects. A vacuum cleaner and paint brush can really help here).
- Screens** - brushed and dusted down. (Please be aware, most modern sliding aluminium windows allow for the screens to be taken off from the inside only, once the sliding part of the window has been moved first. Attempting to take them off from the outside may result in damaging them).
- Screen Doors** - Front and Back including frames – wiped clean and screen wire brushed
- Stoves** – Clean stove top, control display, knobs, panels around knobs, any pull out or in-built drip pans, griller racks, trays and any inserts, oven racks, trays and oven bottom, walls and oven roof. A good oven cleaner will clean most ovens - **however it is of importance that you read carefully the instructions on the product**. Some cleaners can actually hinder oven surfaces (like stainless steel), and also some products have dangerous caustic fumes. Therefore use with extreme caution!
- Kitchen Range Hood** – Clean pull out filters and framework.
- Bathroom** - Clean sink, mirror, cabinet, vanity unit and drawers, shower recess, doors, bath and wall tiles. Please ensure both the sink and the bath has a plug available.
- Toilet** - Clean cistern, seat, bowl inside and also outside around the base. Don't forget the skirting tiles around the toilet.
- Laundry** - Clean both the inside and outside of the trough, and underneath. Please ensure a plug is present.

- Tiling** - All tiling and grouting to the kitchen, toilet, bathroom and laundry areas are clean.
- Exhaust** - Vents and Fan Covers are clean of any dust and dirt.
- Air-conditioners** - Front Vents and filters cleaned of built up dirt. Modern systems (Wall Type) - filters easily pull out and can be brushed down with a hand brush. If there is a ducted reverse-cycle air-conditioner unit, the air intake filter should be cleaned. This is usually on the ceiling in the passage area.
- Air-conditioning Ceiling Duct Vents** - please clean down if dusty or dirty.
- Cupboards/Drawers**- Please clean/wash inside and out. Also doors and door frames, front and back of doors need to be cleaned.
- Curtains** - wash any washable curtains and netting. If other curtains are visibly dusty or dirty, consider dry cleaning.
- Blinds** - If you have venetian blinds, clean off the blind slats. Any other type of blinds should be able to be wiped down.
- Floors** - to be mopped/washed if needed - please ensure corners and hard to get areas are also cleaned.
- Carpets** - To ensure a greater chance of the carpets being returned by a tenant professionally cleaned, we ask also that the carpets be professionally cleaned. Phone us for details of who we recommend and use.

Outside The Property

- Lawns** - Freshly mowed and edged (best done a couple of days before the tenant takes possession).
- Gardens** – remove any weeds, any rubbish and built up leaves etc.
- Guttering** – please ensure that the gutters are freshly cleaned of any dirt/silt and leaves/twigs.
- Rubbish** - remove any rubbish that you have placed at the property. Be sure to check behind sheds, under shrubs and trees. This includes lawn clippings piled and compost left.
- Sweep** paths and paving areas (this is best done before a tenant takes possession).
- Oil spillage removal** – Check and clean carport and garage floors, paths and driveway. If you have used a barbeque, check for any grease spots and spillages etc.
- Cigarette Butts** - If there are cigarette butts lying around - please pick up and remove.

Garages and Tool Sheds- please remove any items from inside and behind garages and tool sheds. The only things that perhaps should remain are items directly related to the property (for example spare roof tiles, other spare tiles and paint tins etc)

If You Have A Pet

Pet Droppings - please remove from gardens, lawns and any out of the way areas. Please dispose of in the bin – please do not bury them.

Dog Urine - remove/clean where your pet may habitually urinate (Base of walls, veranda posts etc.)

Dog stains - to outside walls- check where your dog regularly lies down, there maybe 'tell tale signs' on walls etc.

Dog/Cat claw damage - check screen doors, screens and curtains. Please replace the screen wire if required.

Dog chew damage - please ensure watering systems are free of dog chew damage and are repaired accordingly.

Pet Hair - Please ensure any visible pet hair inside is removed.

Section Four

Our Written Service Standards and Guarantee



We commit to you in writing that we will perform the following duties when managing your property.

Marketing Your Property For Lease

- ✓ We will erect a 'For Lease' sign on your property within 2 working days of listing (if signs are permitted).
- ✓ We will place a listing for your property on all the real estate websites that we subscribe to and each listing will include at least 3 photographic images of the property.
- ✓ We will conduct an unlimited number of private viewings of your property each week until the property is leased (subject to access provided to us by any current occupant).
- ✓ All property viewings will be carried out by one of our representatives (we do not give out keys to prospective tenants).
- ✓ We will update you on the status of your available property at least once each week and provide you with a weekly marketing report until such time as the property is leased.

Leasing Your Property

- ✓ All information and references provided by tenancy applicants will be verified by us within 2 working days of receipt.
- ✓ All tenancy applicants will be subject to our strict screening guidelines.
- ✓ Unless you instruct otherwise, all potentially suitable tenancy applications will be referred to you for a decision.
- ✓ We will lease your property for the rental amount stipulated in the Property Management Agreement between us (or higher if the market justifies it) and the property will not be leased for a lower amount without your prior approval.
- ✓ Subject to the tenancy commencement date and the tenant's availability, we will prepare the tenancy documentation within 1 working days of tenancy approval.

Rent Collection

- ✓ We have a zero tolerance rent arrears policy.
- ✓ We will follow up all rent payments in accordance with:
 - our fully documented arrears process, and
 - the requirements of the relevant legislation
- ✓ Should your tenant get to 3 days in arrears, we will contact you to seek your instructions regarding possible termination of the tenancy.
- ✓ Should termination of the tenancy be necessary, we will keep you informed throughout the legal process.
- ✓ You will be advised once the rent arrears have been paid by the tenant.

Rent Monies

- ✓ All monies received by us will be deposited into your nominated bank account, or posted by check to you within 2 working days of our Rent Statement close off date.
- ✓ We can provide you with mid and end of month rent payments should your tenant pay late.

✓ Repairs and Maintenance

- ✓ All non urgent repair requests from tenants will be attended to within 2 working days of receipt.
- ✓ We will not arrange any repairs above the agreed upon repair limit to your property without your knowledge and approval (unless the repair is defined as “urgent” under the Residential Tenancies Act).
- ✓ We will attend to any “urgent” repair requests within 4 hours of receipt.
- ✓ All reasonable steps will be taken to obtain the best pricing for your repairs and maintenance.
- ✓ We will only use appropriately licensed and insured tradespeople for any repairs or maintenance work to your property.
- ✓ We will provide you with a copy, at your request of invoices for all work arranged on your behalf for the property.

Tenancy Agreement Renewals

- ✓ We will review the tenancy agreement for your property 60 days prior to its expiration.
- ✓ Unless you instruct otherwise, we will offer the tenant a renewal of tenancy agreement for the same period as the initial agreement at the same rent (or a higher rent if the market justifies it).
- ✓ You will be advised if the tenant does not want to renew their tenancy agreement.

Periodic Inspections

- ✓ We will carry out 3 quarterly inspections and 1 annual inspection of your property and provide you with a detailed report each time.

Tenant Vacating

- ✓ On receipt of a tenant vacating notice we will:
 - advise you by phone, letter, fax or email
 - confirm the details in writing to both you and the tenant
 - list the property on our website & put the agreed advertising plan into effect within 1 working day if the property is in showing condition.
 - prepare all necessary vacating documentation
 - arrange access for viewings by prospective tenants
- ✓ A post-vacating inspection will be carried out to check for any potential problems with the property.
- ✓ After the tenant vacates the property:
 - process the tenant's security deposit disposition in accordance with Florida Statutes.
 - if deductions from the security deposit are considered necessary, full details will be provided to both you and the tenant
 - complete all necessary documentation to finalize the security deposit disposition.

Property Disbursements and Statements

- ✓ All agreed property disbursements will be paid on your behalf prior to the due date (subject to the availability of funds).
- ✓ Your Rent Statement will be sent to you within 2 working days of our monthly close off date.
- ✓ Your Rent Statement will be personally checked by our Accounting Department prior to being forwarded to you.
- ✓ We will provide you with an accurate Annual Income and Expenditure Statement within 30 days of the end of the Financial Year.

General Communication

- ✓ Our office hours are 9.00am – 6.00pm 5 days per week.
- ✓ We will respond to:
 - telephone messages within 24 hours
 - email within 24 hours
 - fax within 24 hours
 - mail within 24 hours
- ✓ We will promptly advise you of any pertinent matters affecting your property or the tenancy.

Complaints Handling

- ✓ Tenant’s complaints received in writing (i.e. fax, letter and email) will be acknowledged within one working day
- ✓ All complaints will be formally recorded and responded to within two working days.

Documentation

- ✓ We will provide all documentation in clear and concise English.
- ✓ We will ensure that all documentation is accurate and complete.
- ✓ All property condition reports will be comprehensively and accurately completed.
- ✓ Copies of all documents that we sign on your behalf as agent will be forwarded to you (unless you instruct otherwise).

Personal Information

- ✓ All personal information will be held in the strictest confidence and will not be released to a third party without written authorization.
- ✓ All updates and corrections advised to us will be recorded in our system within one working day.

Professional Standards

- ✓ The highest standards of honesty, integrity and professional practice will be conducted in compliance with the Code of Conduct of the Florida Real Estate Commission.

Our Guarantee To You

- ✓ If we fail to meet any of these standards, and we are notified in writing and we do not rectify the matter within 2 business days, we will manage your property for 3 months- management fee free.
- ✓ This Guarantee does not apply when:
 - We are requested to carry out non-standard duties.
 - Matters are outside our control. For example, a natural disaster or accident.