

Fair Housing Rights For Tenants



**Legal Aid Society of
Palm Beach County**

Fair Housing Project

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INTRODUCTION TO FAIR HOUSING

Q: WHAT IS THE FAIR HOUSING ACT?

A: This law was passed by Congress in 1968 and prohibits discrimination based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. Additionally, Palm Beach County prohibits discrimination in housing based on sexual orientation, age, and marital status.

Q: WHY IS THIS IMPORTANT TO ME?

A: Anyone who has been denied the opportunity to enter into a lease because of discrimination may be entitled to relief under the Fair Housing Act.

Q: WHAT CAN I DO IF I HAVE BEEN DENIED HOUSING BECAUSE OF DISCRIMINATION?

A: This booklet will explain the application process and how you may obtain relief from discrimination.

THE SCREENING PROCESS AND REFUSAL TO RENT

Q: How will I know that I have been discriminated against by the landlord during the **screening process**?

A: There are certain things that a landlord may not use when **screening** potential tenants. These things are listed below.

- The landlord may not take into account a tenant's **race, sex, color, disability, national origin, familial status, religion** when screening prospective applicants. Palm Beach County also prohibits discrimination based on **sexual orientation, age, and marital status**. The landlord may use reasonable criteria such as the tenant's credit history, rental history, criminal background, income, and references.
- Landlord can not place more burdensome application procedures based on membership in a protected class. For example, a landlord may not require a family to pay an additional security deposit just because the family has children.

- Landlord may not steer tenants of one protected status to certain parts of the residential complex.

Q: Is my landlord required to give me a written lease?

A: No, under Florida law, a landlord is allowed to make an oral agreement to rent a housing unit.

Q: If I receive a written lease, what will it cover?

A: Your written lease will cover the essential terms and provisions of your agreement to rent the housing unit. Generally, a lease agreement covers terms regarding the date that the lease begins, rent, security deposit, duties of the landlord, responsibilities of the tenant, the landlord's rules for living in his or her property and what happens to the premises if either party defaults on any of the terms of the agreement.

NOTE: It is very important that you read your written lease agreement carefully before signing.

TERMS AND CONDITIONS **OF TENANCY**

Q: How will I know that I have been discriminated against in the lease terms and conditions of tenancy?

A: The landlord must provide the same services and impose the same conditions on all tenants without regard to their protected status.

Examples are listed below.

- Landlord may not prohibit a female tenant from having a guest of the opposite sex.
- Landlord may not unreasonably deny children from using the landlord's facilities or services. Common examples of facilities or services include the following: pool, playground equipment, gym, or laundry room. However, the landlord has the right to place reasonable restrictions on a

child's use of the landlord's facilities and services. For example, a landlord may not allow children under a certain age to use the swimming pool without an adult present to watch the child.

DISABILITY ACCOMMODATIONS

Q: Who is a **disabled person**?

A: Anyone with a **physical or mental impairment which substantially limits one or more of such person's major life activities**. You must also have a record of your disability.

Q: What constitutes a major life activity?

A: A major life activity consists of caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, sitting, standing, lifting, reaching, sleeping and mental/emotional processes such as thinking, concentrating and interacting with others.

Q: What is a **modification**?

A: A modification is a change to an existing structure which is necessary in order for someone with a disability to have enjoyment of the premises.

Q: What is an **accommodation** of disability?

A: An accommodation is a change to a policy or procedure that will help a disabled person enjoy the premises.

Q: How will I know that I have been discriminated against because of my disability?

A: The landlord may not refuse a reasonable request for an accommodation. The details are listed below.

Landlord may not refuse a disabled person's reasonable request for an accommodation or modification to be completed at the tenant's expense. For example, a disabled tenant may request approval to build a ramp at the

entrance of his or her front door to ensure that easy access with his or her wheelchair.

- Landlord may not refuse to allow a tenant's medically necessary pet. For example, if your landlord has a no pet policy, you may write a letter requesting a reasonable accommodation of your disability if the pet is medically necessary for the treatment of your physical or mental condition.
- Landlord may not prohibit the use of scooters or other mobility devices in the common areas of the complex.

EVICTION

Q: How will I know that I have been **wrongfully evicted** by the landlord?

A: The landlord may not evict someone based on their **protected status (race, sex, disability, etc)**. The landlord must follow Florida Statute Chapter 83 in proceeding with the removal of a tenant.

The Eviction process is outlined below.

- **Nonpayment of Rent**

Q: What happens if I do not pay my rent on time?

A: Your landlord may give you a written **Three (3) Day Notice**. The Three Day Notice will give you three days to pay the rent owed or move out. The notice should clearly state how much money is demanded. The three day period may not include Saturdays, Sundays, or legal holidays. Your landlord may hand deliver, post the notice on your door, or mail the notice to you. If you receive the Three Day Notice by mail, the landlord must give you an additional 5 days to comply with the notice due to mailing time.

Q: What happens if my landlord sues me for Eviction for nonpayment of rent?

A: If your landlord **pursues Eviction for nonpayment of rent**, then you may be served with a **Summons and Complaint for Eviction**. You will have

five business days (excluding Saturdays, Sundays, and legal holidays) to respond to the **Complaint**. Please note that your five days begin the day after you were served.

Q: How do I respond to the Complaint for Eviction?

A: Your response to the **Complaint** is called an **Answer**. In the **Answer**, you will have the opportunity to admit or deny the allegations contained in the **Complaint**. The original **Answer** must be filed with the Court and a copy must be furnished to the Landlord.

Q: What do I do with my rent money after my landlord sues me for Eviction?

A: Florida law requires that you **deposit your rent money with the Court while your case is pending** review by the Judge. Please note that if you disagree with the amount that the landlord is demanding, you may file a **Motion to Determine Rent**.

Q: What happens if I file a **Motion to Determine Rent**?

A: In your **Motion to Determine Rent**, you must explain to the Judge **why you disagree with the amount owed and provide proof to the Court that you owe the landlord a different amount.** The Judge will review your Motion to Determine Rent and the landlord's Complaint and Notices. The Judge will then issue an Order stating how much you should deposit into the Court Registry.

Q: What will happen to me if I deposit my money into the Court Registry?

A: Once the money is deposited into the Court Registry, the Judge will set a hearing to give both parties the opportunity to tell their side of the story. The prevailing party is entitled to attorney fees and costs under Florida Law. If you prevail in the hearing, you will continue to pay rent under your current lease and remain in possession of the rental unit.

Q: What will happen to me if I do not file an Answer or respond to the Court.

A: If you fail to file an Answer with the Court, the Judge will enter a **Default Judgment** against you. Once the **Default Judgment** is entered against you, the landlord can request a **Writ of Possession**.

Q: What is a Writ of Possession?

A: **A Writ of Possession gives you 24 hours to remove all of your belongings from the rental unit.** If you fail to remove all of your belongings from the rental unit, they will be removed for you and may be damaged.

- **Violation of Lease or Rule**

Often a landlord will pursue Eviction against a tenant who has violated a rule or provision of the lease. Some common rule violations include, violations of no pet policies, conduct of guests or criminal activity occurring on the premises.

Under the Florida Landlord Tenant Act, the landlord must give you a Notice giving you seven (7) days to cure your non-compliance with the lease or rules. If you fail to cure the violation, the landlord may issue a second notice terminating your lease and giving you seven (7) days to vacate the premises. If you do not vacate the premises after your lease has been terminated, your landlord may file for Eviction.

Q: What happens if my landlord sues me for Eviction for violation of my lease or rule?

A: If your landlord **pursues Eviction for violation of your lease or rule**, then you may be served with a **Summons and Complaint for Eviction**. You will have **five** business days (excluding Saturdays, Sundays, and legal holidays) to respond to the **Complaint**. Please note that your five days begin the day after you were served.

Q: How do I respond to the Complaint for Eviction?

A: Your response to the **Complaint** is called an **Answer**. In the **Answer**, you will have the opportunity to admit or deny the allegations contained in the **Complaint**. The original **Answer** must be filed with the Court and a copy must be furnished to the Landlord. The Court will send you an Order setting your case for hearing. During the hearing, both parties will have the opportunity to tell their side of the story. The prevailing party is entitled to attorney fees and costs under Florida Law. If you prevail in the hearing, you will continue to pay rent under your current lease and remain in possession of the rental unit.

SAMPLE ANSWER

IN THE COUNTY COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT, IN AND FOR PALM BEACH
COUNTY, FLORIDA

Plaintiff(s)
vs.

Case No. _____
Division: _____

Defendant(s)

ANSWER

- 1.
- 2.
- 3.

Signature of Defendant

Printed name of Defendant

Address of Defendant

City, State, Zip Code

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was
furnished by mail to Plaintiff/Plaintiff's attorney
(address of Plaintiff/Plaintiff's attorney) on this ____
day of _____, 2006.

Signature of Defendant

RETALITORY EVICTIONS

The Florida Landlord Tenant Act prohibits a landlord from abusing the Eviction process. Your landlord must have good cause to file for Eviction.

Examples of Bad Cause for Eviction	Examples of Good Cause for Eviction
Landlord may not threaten to evict a tenant for failing to accept the landlord's sexual advances	Failure to pay rent on time
Landlord may not evict a tenant for having visitors of a different race	Violation of lease or rules and regulations
Landlord should not evict a tenant just because the tenant has requested that Code Enforcement inspect the landlord's property	Tenant has abandoned the unit for three months

RENT WITHOLDING

Q: Does my landlord have a duty to maintain the rental unit after I move in?

A: Under Florida law, your landlord has a duty to comply with all building and housing codes. The building and housing codes deal with plumbing, electrical, structural related conditions.

Q: How do I force my landlord to make repairs to my unit?

A: You may contact your local code enforcement office and request that an inspector come to your unit and inspect the conditions that need to be repaired. The code enforcement officer will issue a report regarding violations found on the premises. If the violations are *serious*, you may write a letter to your landlord demanding that the landlord take steps to correct the violations within seven (7) days or you will withhold your next month's rent.

If you are behind in your rent before or at the time that you send the seven (7)

day letter, you may not be able to withhold your rent. Your rent must be current in order to properly use the rent withholding provisions of the Florida Landlord Tenant Act.

Q: What happens if the landlord has not attempted to make any repairs within seven (7) days?

A: If the landlord has not attempted to make any repairs, you may withhold future rental payments until the conditions are resolved by your landlord. You must save the rent money that it is owed to the landlord until the matter is resolved.

*Please note when considering to withhold rent it is very important to make sure that you read and follow every step outlined in Florida Statute Section 83.56. A copy of this Statute may be obtained online or in your local library.

SAMPLE DEMAND LETTER FOR REPAIRS

(*send to landlord by certified mail)

DATE

TO: LANDLORD
ADDRESS

Dear Landlord:

This letter is to advise you that pursuant to the Florida Landlord Tenant Act you are not properly maintaining the premises. The following repairs need to be made to my unit:

- 1.
- 2.
- 3.
- 4.

If you do not make an reasonable attempt to repair my unit then I intend to exercise my legal right to withhold any further payment of rent to you until you make every reasonable effort to comply with this request.

Signature of Tenant
Address
City, State, Zip code

Q: What happens if the landlord makes the repairs?

A: Once the repairs are satisfactorily completed, you must pay the landlord all rent that is due and owing.

SECURITY DEPOSIT

Q: Does a landlord have the right to keep a tenant's security deposit?

A: When a tenant vacates a rental unit once the lease expires or after the lease has been terminated by either the landlord or the tenant, the landlord has thirty (30) days to either return the security deposit or to give the tenant notice of a claim against the security deposit.

Q: Can the landlord tell me that he is putting a claim against my security deposit over the phone or in person?

A: A claim against the security deposit must be in writing, sent by certified mail to the tenant's last known mailing address, stating the landlord's intention

to impose a claim on the deposit and the reason for imposing the claim.

Q: Does a tenant have to give the landlord information about where the tenant is moving to?

A: It is very important for the tenant to give the landlord a forwarding address to send the deposit or the notice, otherwise, the damage claims letter is sent to the tenant's old address and the tenant is very unlikely to receive it.

Q: What if the landlord does not give me a notice regarding my security deposit after I move?

A: If the landlord fails to give the required notice within the 30-day period, the landlord loses his right to impose a claim upon the security deposit. The tenant is then entitled to the return of the entire security deposit.

Q: What if the landlord does not return the security deposit to the tenant?

A: If the landlord refuses to return the security deposit, the tenant can sue in Small Claims Court for a money judgment in the amount of the deposit.

PROHIBITED PRACTICES BY LANDLORDS

The following practices are prohibited under the Florida Landlord Tenant Act unless the Landlord has obtained a Writ of Possession, you have abandoned the unit, or surrendered the unit to the landlord:

- **Change the locks**
- **Turn off your water**
- **Turn off your electricity**
- **Turn off your gas**
- **Remove your personal property from the rental unit**

If your landlord has taken any of the above steps without your permission or going through the legal process to evict you, you may file a claim in Small Claims Court. If your claim is proven true, you may be entitled to up to three months rent, reimbursements of costs, and attorney fees (if applicable).

Tenant's Bill of Rights

- **You have the right to be treated fairly by your landlord.**
- **You have the right to the peaceful use and enjoyment of your rental unit.**
- **You have the right to live in a decent, safe, and habitable rental unit.**

- **You have the right to safe and sanitary common areas.**
- **You have the right to expect that your landlord will make reasonable and timely repairs to your rental unit.**
- **You have the right to receive advance notice when your landlord or his or her designated agent will be entering your rental unit to inspect or make necessary repairs.**
- **Your landlord must comply with all applicable building, housing, and safety codes.**

**Q: I HAVE READ THIS BOOKLET AND
HAVE DETERMINED THAT I MIGHT
HAVE A FAIR HOUSING CLAIM,
WHAT SHOULD I DO?**

**A: After reading this booklet you should
have a basic idea of what your rights are
under the Fair Housing Act. If you feel
that you have a valid claim, please
contact:**

**The Fair Housing Project at the Legal Aid
Society of Palm Beach County
423 Fern Street, Suite 200
West Palm Beach, FL 33401
Phone: (561) 655-8944**

**U.S. Department of Housing and Urban
Development (HUD)
909 SE First Ave, Room 500
Miami, FL 33131
Phone: (305) 536-4456**

**Palm Beach County Office of
Equal Opportunity
215 N. Olive Avenue, Suite 130
West Palm Beach, Florida 33401
Telephone: (561) 355-4883**

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