

ARTICLE IV. LANDLORD - TENANT RELATIONS¹

DIVISION 1. RENTAL NOTICES

Sec. 20-104. Applicability.

The provisions of this division shall apply countywide, unless in conflict with an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County Charter. Unless otherwise provided, nothing in this division shall be construed to relieve a person from compliance with applicable county and municipal regulations. The provisions of this division apply to tenancies for residential properties subject to Part II of Chapter 83, Florida Statutes; and shall apply prospectively to new tenancies commencing on or after May 1, 2022, and prospectively to existing residential tenancies with renewal dates on or after September 1, 2022, provided that nothing in this division shall supersede a conflicting provision in a residential tenancy contract that was in effect on May 1, 2022. The provisions of this division do not apply to: (i) the rental of mobile home lots governed under Chapter 723, Florida Statutes; (ii) "transient public lodging establishments" or "vacation rentals" licensed under Chapter 509, Florida Statutes; or (iii) "assisted living facilities" licensed under Chapter 429, Florida Statutes. This section only regulates the landlord-tenant relationship under Chapter 83, Florida Statutes; nothing in this section shall be construed to constitute regulation of public lodging establishments.

(Ord. No. 2022-21 , § 1, 5-2-2022; Ord. No. 2022-31 , § 2, 6-15-22; Ord. No. 2022-40 , § 1, 10-11-22)

Sec. 20-105. Required written notice of termination of quarterly and monthly residential tenancies without specific duration; written notification requirements related to rental payment increases for all residential tenancies.

- (a) Except as provided herein, a residential tenancy without a specific duration and in which the rent is payable on a quarterly or monthly basis may be terminated by either the landlord or the tenant by giving not less than sixty (60) days' written notice prior to the end of the applicable quarterly or monthly period. The notice requirements of this section do not apply to terminations of a tenancy pursuant to Section 83.56 (addressing termination based on breaches of the rental agreement) or 83.682 (addressing termination of rental agreement by a servicemember), Florida Statutes. This section also does not apply to any termination of a rental agreement resulting from issuance of a writ of possession or after entry of a final judgment or final order of eviction or unlawful detainer in a civil action filed pursuant to Chapter 82 or 83 of the Florida Statutes, or other applicable law.
- (b) Unless notice of a subsequent increase of the rental rate is expressly provided in writing in a lease for a specific term, a residential landlord that seeks to increase the rental rate by more than five percent (5%) at the end of a lease for a specific term or during a tenancy without a specific duration in which the rent is payable on a quarterly or monthly basis, must provide sixty (60) days' written notice to the tenant. Within said sixty (60) day period, the tenant must either:

¹Ord. No. 2022-31 , § 1, adopted June 15, 2022, amended the title of Art. IV to read as herein set out. The former Art. IV title pertained to rental notices.

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- (1) accept the increased rent;
 - (2) reach an acceptable compromise on rental amount; or
 - (3) reject the increased rent.

If the required sixty (60) days' written notice has been provided and the tenant has not agreed to the increased rent or reached an acceptable compromise, at the landlord's option, the landlord may impose the increased rent or require the tenant to vacate the residence, or pursue any other remedy available under applicable law. This section does not prohibit increases in rent pursuant to Section 83.58, Florida Statutes, for a tenant who holds over and continues to be in possession of a residential property after expiration of the rental agreement without the permission of the landlord.

- (c) Except for the notice provisions set forth in Sections (a) and (b) above, all other provisions of Part II of Chapter 83, Florida Statutes, as such may be amended, shall govern residential tenancies.

(Ord. No. 2022-21 , § 1, 5-2-2022; Ord. No. 2022-40 , § 1, 10-11-22)

Sec. 20-106. Enforcement.

This division may be enforced by code enforcement officers, including municipal code enforcement officers, and any law enforcement agency having jurisdiction of the area within which the residential tenancy at issue is located, pursuant to Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.

(Ord. No. 2022-21 , § 1, 5-2-2022; Ord. No. 2022-31 , § 3, 6-15-22)

DIVISION 2. TENANT'S BILL OF RIGHTS AND NOTICE OF LATE FEES

Sec. 20-107. Title.

This ordinance, as fully set forth in Sections 20-107 through 20-112 of the Broward County Code of Ordinances, shall be known and may be cited as the "Tenant's Bill of Rights and Notice of Late Fees Ordinance."

(Ord. No. 2022-31 , § 4, 6-15-22)

Sec. 20-108. Applicability.

- (a) The provisions of this division shall apply countywide, unless in conflict with an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County Charter. Unless otherwise provided, nothing in this division shall be construed to relieve a person from compliance with applicable county or municipal regulations. The provisions of this division shall apply prospectively from September 1, 2022, and shall apply to any new Rental Agreement entered into after that date and to any renewal or extension of an existing Rental Agreement with a term that commences after that date.
- (b) The Tenant's Bill of Rights and Notice of Late Fees Ordinance only applies to residential tenancies subject to Chapter 83, Florida Statutes, and does not apply to rentals within mobile home parks governed under Chapter 723, Florida Statutes; short-term rentals of residential units with non-recurring rental terms of thirty (30) days or fewer; or rentals of transient public lodging establishments regulated under Chapter 509, Florida Statutes. This Tenant's Bill of Rights and Notice of Late Fees Ordinance only regulates the landlord tenant relationship under Chapter 83, Florida Statutes; nothing in this ordinance shall be construed to constitute regulation of public lodging establishments.

(Ord. No. 2022-31 , § 4, 6-15-22)

Sec. 20-109. Definitions.

Landlord means any individual, firm, corporation, or other organization or group of persons however organized that is shown as the lessor, landlord, or property owner under a Rental Agreement, or any individual or entity otherwise acting on behalf of a lessor, landlord, or property owner in the rental of a Rental Unit to a Tenant, including, but not limited to, owner, lessor, sublessor, assignor, manager, real estate licensee (either a broker, sales associate, or broker-sales associate), condominium association, homeowners' association, cooperative association, or any representative of any of the foregoing. A real estate licensee is not a Landlord within the meaning of this division if they are only involved with the marketing of a Rental Unit and are not involved with either the preparation of the Rental Agreement or communicating with a Tenant on behalf of a property owner during the term of a Rental Agreement.

Late Fee means a charge of any kind, levied against a Tenant, associated with a failure of the Tenant to timely pay rent pursuant to the terms of a Rental Agreement.

Rental Agreement means an agreement, whether written or oral, by which a Tenant is entitled to possess a Rental Unit, or which is a "Rental Agreement" as defined in Section 83.43, Florida Statutes, as it may be amended.

Rental Unit means a residential housing unit in Broward County that (a) is or may be occupied by a Tenant by virtue of a Rental Agreement, or (b) is a "Dwelling Unit" as defined in Section 83.43, Florida Statutes, as it may be amended.

Tenant means a natural person or persons who will occupy, or who makes application to occupy, a Rental Unit by virtue of a Rental Agreement, or who is a "Tenant" of a dwelling unit in Broward County, as defined in Section 83.43, Florida Statutes, as it may be amended.

(Ord. No. 2022-31 , § 4, 6-15-22)

Sec. 20-110. Tenant's Bill of Rights; Landlord Notice Requirements.

- (a) The Resilient Environment Department shall create and maintain a Tenant's Bill of Rights, which shall mean a paper or electronic document, available in English, Spanish, and Creole, in at least 12-point font, and formatted to be printed on paper of 8½ by 11 inches or larger, containing a notice of rights under applicable federal, state, and local law, and services available to residential tenants in Broward County. The content of the Tenant's Bill of Rights shall be as determined by the Broward County Board of County Commissioners ("Board") by resolution.
- (b) It is unlawful for a Landlord of a Rental Unit to enter into a Rental Agreement for a Rental Unit under the Landlord's control or authority, without first providing the prospective Tenant with a copy of the Tenant's Bill of Rights. A Landlord may comply with this requirement through an agent of the Landlord (e.g., a property manager, rental manager, or real estate licensee).
- (c) For existing Tenants already occupying a Rental Unit on or before the date set forth in Section 20-108(a), the Landlord must provide the Tenant with the Tenant's Bill of Rights prior to the commencement of a new rental term. For Tenants with rental terms of thirty (30) days or less that are recurring in nature (e.g., ongoing month-to-month tenancies), the Landlord must provide the Tenant's Bill of Rights prior to October 1, 2022, and thereafter no less than once per year.
- (d) There shall be a rebuttable presumption that a Landlord has complied with this section if the Landlord can provide a written, dated, and signed affirmation from the Tenant stating that the Tenant has timely received

the Tenant's Bill of Rights. The signed affirmation shall be retained by the Landlord for at least one (1) year after the Tenant vacates the Rental Unit.

(Ord. No. 2022-31 , § 4, 6-15-22)

Sec. 20-111. Late Fee Notices; Landlord Requirements.

- (a) At or before such time as a Landlord assesses a Late Fee against a Tenant, the Landlord must provide written notice to the Tenant containing the information stated in Section (c) below. A Landlord may comply with this requirement through an agent of the Landlord (e.g., a property manager, rental manager, or real estate licensee).
- (b) This written notice shall be separate from any notice requirements provided for in a Rental Agreement and shall be required each time a new Late Fee is assessed. Only one notice shall be required if the same Late Fee continues to accrue after delivery of the notice.
- (c) The written notice required under this section shall include a statement informing the Tenant that:
 - (1) A Late Fee has been incurred, identifying the specific provision of the Rental Agreement that provides for the Late Fee;
 - (2) The amount of the Late Fee due at the time of the notice and, if Late Fees will increase or continue to accrue, a statement explaining the rate at which such fees will increase or continue to accrue; and
 - (3) The factual basis for the Late Fee.
- (d) The written notice provided for in this section may be delivered to the Tenant:
 - (1) By e-mail to the e-mail address provided by the Tenant in the Rental Agreement or any subsequent written agreement regarding the delivery of notices;
 - (2) By certified mail to the address for notices provided by Tenant in the Rental Agreement;
 - (3) By posting of the notice to the front door of the Rental Unit; or
 - (4) By hand delivery to the Tenant.
- (e) There shall be a rebuttable presumption that the Landlord has complied with the notice requirements in this section if the Landlord can provide one of the following:
 - (1) A copy of the e-mail sent pursuant to Section (d)(1) above on or before the date the Late Fee was assessed;
 - (2) A copy of a written and dated letter sent, posted, or hand delivered as provided in Sections (d)(2) through (4) above, with: (i) evidence from the United States Postal Service or other delivery service showing both the mailing date and delivery address of the notice; (ii) a time-stamped photograph of the notice clearly posted on the front door of the Rental Unit; or (iii) a signed and dated statement by the delivery person certifying hand delivery of the notice to the Tenant evidencing the date of delivery.

(Ord. No. 2022-31 , § 4, 6-15-22)

Sec. 20-112. Enforcement.

- (a) The Tenant's Bill of Rights and Notice of Late Fees Ordinance may be enforced by code enforcement officers, including municipal code enforcement officers, and any law enforcement agency having jurisdiction of the area within which the Rental Unit is located, pursuant to Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.

(b) Nothing in Sections 20-107 through 20-112 is intended to create any private causes of action, and these provisions may only be enforced as set forth herein.

(Ord. No. 2022-31 , § 4, 6-15-22)

Secs. 20-113—20-122. Reserved.