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**PROGRAM ADMINISTRATOR**  
Austin H. Newberry

July 19, 2005

Dear Fellow Volunteer:

Thank you for volunteering your time to help the victims of Hurricane Dennis. We are all too aware of the onslaught of natural disasters that Florida endured last hurricane season and your willingness to give your time to the less fortunate is greatly appreciated. The purpose of this letter is to provide you with an introduction to the legal assistance program that we have established and acquaint you with some of the information that you may need.

**Background**

The Federal Emergency Management Agency (FEMA) has a contract with ABA Young Lawyers Division pursuant to which the ABA/YLD mobilizes young lawyers in a state where a disaster is declared to organize the provision of free civil legal services to disaster victims. In Florida, the ABA/YLD acts in coordination with The Florida Bar and its Young Lawyers Division to provide these legal services. I should note that, although young lawyers organize the provision of legal services, volunteers can be lawyers of any age and experience level and we encourage the participation of all lawyers in the State of Florida.

On July 10, 2005, President Bush officially declared several counties in Florida as federal disaster areas as a result of Hurricane Dennis and FEMA officially asked the ABA/YLD to organize disaster legal assistance. As the ABA/YLD District Representative for the State of Florida, I contacted our leaders at The Florida Bar to implement our disaster legal services plan throughout the State of Florida. Since that time, we established a toll-free number (1-866-550-2929) which FEMA has and will continue to publicize throughout the disaster areas so that the qualified victims can obtain legal services.

## **The Process**

A more detailed explanation of the process for providing legal services appears in the attached packet, but this is a short summary. The victim's initial telephone call into the toll-free number will be answered by an intake person who will quickly assess the issues that need to be addressed. If the issue is one that should be handled by one of the attorney volunteers, the caller will be asked to provide a telephone number at which he or she can be reached in the next 24-48 hours. Then, the staff of The Florida Bar will email the intake form to a volunteer lawyer who will then contact the victim and begin providing services.

## **The Commitment**

Many of you have already inquired about the commitment required for this project. First, by volunteering for this project, you are agreeing to provide your legal services on a pro bono basis. The services that you will provide are designed to aid hurricane victims who would not otherwise be able to afford an attorney so you may not receive any reimbursement for your time and effort in assisting the victims with their legal needs.

In many cases, the time required to respond to a single call will be minimal. You may be able to answer a victim's questions in a few minutes, or draft a few letters on the victim's behalf in a single day. In some cases, additional time may be required but your service with the program is not meant to be everlasting. The pro bono program that we have set up is designed to provide emergency legal assistance to disaster victims. If you find a victim who needs extended representation, you can continue to represent them or refer them to the nearest legal services organization. Legal Services Groups are listed by county in Appendix 5.

One important limitation to your representation through this program is that fee-generating cases are not covered under this project; if the hurricane victim has a case that is potentially fee-generating, he or she should be directed to the local bar association's attorney referral service or The Florida Bar's Attorney Referral Service (1.800.342.8011).

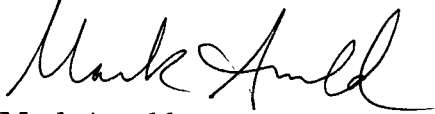
## **What Should You Do Now?**

1. Read through the attached orientation packet which discusses the role of volunteer lawyers. This is especially crucial because it lists the most common legal issues that arise and details the steps in the volunteer process.
2. You will be notified by email or fax if you have been assigned a hurricane victim's case. Do not be surprised if you do not receive a case for a week or more. During the initial days after a disaster of this magnitude, many of the victims of the hurricane have not focused on their legal needs because they are more worried about basic needs like their health, food and shelter. It often takes time for the victims to realize that they may need a lawyer.
3. Once you do receive a case, please respond to the hurricane victim within one business day. If you cannot return the call within that time, please contact the hotline immediately so that the call can be reassigned. Also, if you plan to be out of town, please alert your staff so that they can contact the hotline to reassign any calls that you will be unable to answer.
4. You should keep track of the amount of time spent on each case and notify the hotline when you are done providing services by emailing the enclosed Case Closure Form to [mailings@flabar.org](mailto:mailings@flabar.org) or faxing the form to Disaster Legal Services at 850.561.5825.

We would like to stress that if, after speaking to a hurricane victim, you believe the case is beyond your expertise, you may contact the hotline and ask that the case be assigned to another volunteer.

Thank you once again for your willingness to help those who were not fortunate enough to avoid Hurricane Dennis' path. On behalf of the hurricane victims who need your assistance and the other members of Florida's legal profession, we thank you for your willingness to volunteer. Please do not hesitate to contact Austin Newberry (850.561.5624), Jamie Billotte Moses, President, The Florida Bar Young Lawyers Division ([jmoses@fisherlawfirm.com](mailto:jmoses@fisherlawfirm.com) or 407.843.2111), Heather Rodriguez, The Florida Bar Young Lawyers Division FEMA Liaison ([heather.rodriguez@hklaw.com](mailto:heather.rodriguez@hklaw.com) or 407.425.8500) or me ([mark.arnold@hklaw.com](mailto:mark.arnold@hklaw.com) or 305.349.2257) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Arnold". The signature is written in a cursive, flowing style.

Mark Arnold  
ABA/YLD Representative for the State of Florida

**ABA YLD Disaster Legal Services Manual**  
**Prepared for Florida Bar Lawyers**  
**July 2005**

This manual was prepared to better orient the volunteer lawyers with the pro bono legal services that they have agreed to provide to the victims of Hurricane Dennis or any others that come ashore in Florida. Through this program volunteer attorneys render legal services to eligible individuals following a major disaster declaration. The text of this manual can be read relatively quickly. We encourage you to read the entire manual and to introduce your colleagues to it so that they will become familiar with the Disaster Legal Service (DLS) program and volunteer to help.

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## **I. INTRODUCTION TO FEMA AND DISASTER LEGAL SERVICES**

When the President of the United States declares a “major disaster” anywhere in the United States or its territories, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended 42 USC 5121 *et seq.* (Stafford Act), federal assistance is made available to supplement the efforts and resources of state and local governments and voluntary relief organizations. Pursuant to 42 USC 5182, this federal assistance is coordinated by FEMA and may include free legal services to low-income and other qualifying individuals affected by a disaster.

### **A. FEMA**

FEMA is the executive agency responsible for administration of the Stafford Act. Under Executive Order 12148, the Director of FEMA, is responsible for providing a wide range of federal disaster assistance. This responsibility has been further delegated to the FEMA Associate Director, Response and Recovery Directorate, and to FEMA’s Regional Directors.

Once a major disaster is declared, the Associate Director appoints a Federal Coordinating Officer (FCO) to coordinate the administration of disaster relief activities. All federal relief efforts for declared major disasters, including those provided by other federal agencies and voluntary organizations, are coordinated by the FCO. The aims and objectives of the disaster relief activities are to provide unified and comprehensive service to disaster victims (individuals, organizations and government entities), to reduce response time, and to eliminate duplication of efforts and benefits.

### **B. YLD**

The ABA provides volunteer lawyers through its Young Lawyers Division (YLD) to the DLS program. Volunteer lawyers provide legal advice, counseling and representation in non-fee generating cases to individuals affected by the disaster. Volunteer lawyers may spend several hours and/or days providing legal assistance to qualified individuals at a FEMA Disaster Recovery Center (DRC). A legal service hotline toll-free number is available as a means for individuals to contact the volunteer lawyers for assistance with legal questions and concerns.

Once a disaster is declared, the Regional Director determines if the DLS program is needed. The FEMA Human Services Officer (HSO) then contacts the local District Representative and activates DLS. The YLD Chair and the FEMA Program Officer are also contacted and informed of this activation. Until this program is activated, participation by a lawyer carries no obligation and requires only the time to read this manual. However, when a “major disaster” occurs, especially a catastrophic event, the commitment of time and talent required for DLS is not only needed, but also rewarding, both professionally and personally.

Although lawyers in any area affected by a disaster may organize volunteer relief efforts, only those participating in the DLS Program are authorized to staff the FEMA-YLD hotline.

### **C. FEMA RESPONSE**

At the onset of a major disaster, the federal, state and local governments respond to the immediate needs of individuals. At the same time, they also begin to work on the recovery process. The recovery phase of a disaster is time consuming and intensive. Federal, state and local governments, along with voluntary agencies begin looking at the types of assistance they can provide to the individual and to the community.

## 1. DISASTER DECLARATION

A Major Disaster could result from a hurricane, earthquake, flood, tornado or major fire, which based on a finding that the event is of such severity and magnitude that effective response is beyond the capabilities of the state and the affected local governments. As part of the request for a Major Disaster Declaration, the Governor shall take appropriate response action under state law and direct execution of the state's emergency plan. The President determines whether the event warrants a major disaster declaration. If declared, supplemental funding comes from the President's Disaster Relief Fund, which is managed by FEMA, and disaster aid programs of other participating federal agencies.

A Presidential Major Disaster Declaration puts into motion long-term federal recovery programs, some of which are matched by state programs, and designed to help disaster victims, businesses and public entities.

A Major Disaster Declaration usually follows these steps:

- **Local Government Response**, supplemented by neighboring communities and volunteer agencies. If overwhelmed, the local government turns to the state for assistance;
- **State Response** with state resources, such as the National Guard and state agencies;
- **Damage Assessment** by local, state, federal, and volunteer organizations determines losses and recovery needs;
- **Major Disaster Declaration** is requested by the governor, based on the damage assessment, and findings that the event is of such severity and magnitude that effective response is beyond the capabilities of the state and the affected local governments;
- **FEMA Evaluates** the request and recommends action to the White House based on the disaster, the local community and the state's ability to recover. This decision process could take a few hours or several weeks depending on the nature of the disaster.

## 2. National Processing Service Centers (NPSCs)

Three national centers provide centralized disaster application service to FEMA customers. The centers are known as National Processing Service Centers (NPSCs). NPSCs house an automated "Registration Intake" service, a toll-free phone bank through which disaster victims apply for disaster assistance and through which their applications are processed and their questions answered.

After a call is taken and a disaster application is recorded, the processing of applications begins. FEMA's computer systems enable automatic determination of eligibility for about 90% of Disaster Housing cases, usually within 10 days of application. The other 10% of cases may require further information and/or documentation. Cases may be referred to the state for possible

grant assistance if the applicant's needs exceed the Disaster Housing program and he/she cannot qualify for a disaster loan from the Small Business Administration.

The NPSC computer systems are used to record vital caller data, to order and process inspections, to electronically transmit the data to the numerous disaster aid providers within minutes, and to answer questions from applicants via the "helpline." The computer systems also help assure that each caller is mailed important custom tailored information regarding the types and nearest sources of various forms of disaster aid specific to each caller's needs. Finally, the databases provide a variety of statistical analyses, reporting and tracking services to FEMA and other agencies active in disaster relief.

NPSC's are located in Denton, TX; Berryville (Mt. Weather), VA; and Hyattsville, MD. To apply for assistance individuals should call **1-800-462-9029 (1-800-454-7575** for hearing/speech impaired). To check on the status of an application or for other questions individuals should call **1-800-525-0321 (1-800-462-7585** for hearing/speech impaired).

### **3. Disaster Field Office (DFO)**

When a disaster is declared, FEMA's Regional Office works with the state and other federal agencies to establish a Disaster Field Office (DFO) where coordination and decisions on disaster response and recovery takes place. The DFO is usually located in the state capital or in close proximity to the disaster area. FEMA staff, along with staff from the state, other federal agencies and voluntary organizations (generally the American Red Cross) work out of the DFO.

### **4. Disaster Recovery Centers (DRCs)**

One of the most important objectives of the federal, state and local governments following a disaster is to inform individuals of the various types of assistance available to them. FEMA disseminates information through radio, television, newspapers, town meetings, and with mass distribution of pamphlets outlining available programs.

To make it easier for individuals to obtain information and help from various agencies, FEMA, with assistance from the state, may establish one or more Disaster Recovery Centers (DRCs) in the disaster area. DRCs provide applicants with a place to go to apply for assistance (phones with 800 numbers) or to find out the status of their application.

DRCs serve as a one-stop information center. Staffed with representatives from various federal, state, local and voluntary agencies, these centers are tailored to respond to specific disaster situations. They can be located in buildings, such as schools and civic centers, or in makeshift areas, such as tents. The DRC Site Manager can provide space, supplies and updated information, such as the hours of operation. DRCs can remain in one area for a considerable length of time or can be relocated to other facilities within a matter of days.

## **D. SEQUENCE OF ASSISTANCE DELIVERY AND DUPLICATION OF BENEFITS**

Disaster assistance programs for individuals, families, and businesses often overlap in their coverage and purpose. Section 5155 of the Stafford Act prohibits the disbursement of disaster assistance that duplicates assistance from insurance or any other source. FEMA has established a policy for preventing and rectifying duplication of benefits under 44 CFR 206.191. The

duplication of benefits policy excludes expendable items from being considered duplicative. Expendable items include clothing, linens, and basic kitchenware.

FEMA's duplication of benefits policy includes the concept of a sequence of delivery, which establishes the order in which the major forms of assistance should be provided. The agency that has primary responsibility for delivering a certain type of assistance should provide that assistance first, and may do so without regard to other agencies with similar assistance that are lower in the sequence. Agencies are not prohibited from disrupting the sequence of delivery when it serves to expedite the recovery of an applicant. However, the agency that disrupts the sequence of delivery must take corrective action. The sequence of delivery is:

### **1. Voluntary Organizations**

Voluntary organizations provide emergency assistance in the form of food, clothing, shelter, medical and transportation needs.

### **2. Private Insurance benefits**

Insured applicants **must** file a claim with their insurance company before receiving federal assistance. They may be eligible to receive disaster assistance if they have insufficient coverage or have items not covered by their insurance policy.

### **3. Temporary Housing Assistance**

FEMA funds and administers the Temporary Housing program. The Temporary Housing program is designed to help alleviate the suffering imposed by the effects of a disaster by providing disaster applicants with a grant for their housing needs. There are five forms of Temporary Housing: Lodging Expense Reimbursement, Disaster Housing, Rental Assistance, Manufactured Homes, and Mortgage and Rental Assistance.

#### **a. Lodging Expense Reimbursement**

An eligible applicant may receive a check for the cost of short-term lodging, such as hotel rooms, incurred due to damage or inaccessibility to the residence or an officially imposed prohibition against returning to the residence. Expenditures for food, transportation, telephone, separately billed utilities, and other services are not eligible for reimbursement.

#### **b. Minimal Repairs Assistance**

Applicants eligible for this program will receive financial assistance to help make immediate emergency repairs to live in their residence while permanent repairs are being completed. **NOTE:** This assistance is **not** intended to address all of the damage to the home or to restore damaged items to their pre-disaster condition.

#### **c. Rental Assistance**

An eligible applicant will receive financial assistance (based on the fair market rental value in the disaster area) to rent a dwelling for the pre-disaster household to live for a limited time. If the applicant has difficulty finding a place to live, FEMA may provide a listing of available



rental properties in the area. Rental assistance is available for up to 18 months based on need, which, in turn, is reviewed and evaluated quarterly.

#### **d. Manufactured Housing**

When rental properties are unavailable, FEMA may provide in-kind assistance in the form of a travel trailer, a manufactured home or other readily fabricated dwelling. Applicants receiving in-kind assistance are not eligible for financial assistance. Manufactured homes can be used as temporary housing for up to 18 months subject to recertification of continuing eligibility.

#### **e. Mortgage and Rental Assistance (MRA)**

When a disaster causes economic injury to an area, there may be substantial changes in household income. Mortgage and Rental Assistance provides a means to keep people in their homes, by assisting with their mortgage or rental payment and preventing foreclosure or eviction. The application period for this program is up to 6 months after the date of declaration. Mortgage and Rental Assistance is available for up to 18 months based on need.

### **4. Small Business Administration (SBA)**

SBA provides low interest, long-term disaster loans for individuals to repair/replace real and personal property, and for non-farm businesses. If SBA determines that an applicant is ineligible for an SBA loan or if the loan amount is insufficient, SBA refers the applicant to FEMA for additional consideration. Borrowers are required to maintain appropriate hazard insurance. Under certain circumstances, flood insurance may also be required. SBA can only approve a loan to an applicant with a reasonable ability to repay the loan.

### **5. Individual and Family Grant (IFG) Program**

The IFG Program is administered by the state to cover necessary expenses and serious needs that cannot be met through other forms of disaster assistance or other means, such as insurance. The state funds 25% of the expenses for this program, while FEMA funds the remaining 75%. This assistance covers repairing/rebuilding of real and personal property, transportation, medical, dental and funeral expenses incurred by applicants as a result of the disaster. The maximum amount for this grant is adjusted each fiscal year and is based on the Consumer Price Index.

### **6. Voluntary Organizations**

Voluntary Organizations, including community-based groups, provide assistance during recovery. They also establish an unmet needs committee to provide additional assistance benefits when a need is still there after going through the programs listed above.

### **7. Cora C. Brown Fund**

In 1979, Cora Brown died and bequeathed part of her estate to the federal government to be used as a special fund solely for the relief of human suffering caused by natural disasters. The Cora Brown fund is used for disaster victims who have exhausted all avenues of assistance, but who still have unmet needs. FEMA uses these funds under the authority of 42 USC 5201(b) of the Stafford Act and 44 CFR 206.181.

## **E. OTHER INDIVIDUAL ASSISTANCE PROGRAMS**

### **1. Disaster Unemployment Assistance (DUA)**

DUA provides financial help and employment services to people who are otherwise ineligible for regular state unemployment compensation. DUA provides help for workers and those who are self-employed if they become unemployed as a direct result of a declared major disaster. DUA is funded 100% by FEMA and administered by the Department of Labor through the State Employment Security Agency (SESA). Benefits can extend to 26 weeks after the date of declaration or until the individual becomes re-employed, whichever is earlier.

### **2. Crisis Counseling (CCP)**

The purpose of the Crisis Counseling program is to help relieve any grieving, stress or mental health problems caused or aggravated by the disaster or its aftermath. Funds are provided by FEMA as a grant to state and local mental health agencies. This program is administered by the Center for Mental Health Services of the Substance Abuse and Mental Health Services Administration under the Department of Health and Human Services. Services provided include screening, diagnostic testing, counseling, and outreach services such as disseminating public information and community networking. There are two types of programs offered through CCP:

1) **Immediate Services** are intended to enable the state or local agency to respond to the immediate mental health needs of victims of a disaster. This funding is provided for up to 60 days after the date of the disaster declaration.

2) **Regular Services** are designed to provide up to 9 months of services to victims of a disaster.

Other national, state and local voluntary agencies have similar programs and coordinate with the Center for Mental Health Services to reduce or eliminate duplication of efforts.

## **F. CITIZENSHIP VERIFICATION**

Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 USC 1601, *et seq.*, (the Act), requires that federal public benefits be provided only to United State Citizens, Non-Citizen Nationals and Qualified Aliens. Such benefits include, but are not limited to, grants and loans provided by the U.S. Government, and those provided by the state government, but funded, whole or in part, by the federal government. FEMA programs considered federal public benefits include Temporary Housing and the Individual and Family Grant program. The Act also applies to SBA loans and Disaster Unemployment Assistance.

FEMA fulfills its requirements under the Act by auditing a sampling of individuals receiving assistance. At the time of the inspection, applicants self-certify their legal status on the Declaration of Applicant form, also known as FEMA Form 90-69D. If, at the time of the audit, FEMA discovers an individual received a grant, and is not a United States Citizen, Non-Citizen National or a Qualified Alien, FEMA will recover the grant funds.

## **II. THE ROLE OF THE VOLUNTEER LAWYER**

### **A. TYPES OF LEGAL SERVICES RENDERED**

Based on past experiences with hurricanes and other natural disasters, our volunteer attorneys are asked to provide advice on the following:

- Assistance with insurance claims (life, medical, property, etc.).
- Counseling on landlord-tenant and other housing problems.
- Assistance with home repair contracts.
- Assisting in consumer protection matters, remedies and procedures.
- Counseling on mortgage foreclosure problems.
- Replacement of wills and other important legal documents destroyed in a major disaster.
- Drafting of powers of attorney.
- Estate administration (insolvent estates).
- Preparation of guardianships and conservatorships.
- Referring individuals to local or state agencies which might be of further assistance (e.g, consumer affairs).

## **B. PROCESS OF PROVIDING LEGAL SERVICES TO THE DISASTER VICTIMS**

The ABA/YLD in collaboration with The Florida Bar and Florida Legal Services has set up the following process the Disaster Legal Services for Hurricane Dennis.

1. The Florida Bar has set up a toll-free number **1-866-550-2929** for victims of Hurricane Dennis to call if they need legal services. This number has been given to FEMA which has publicized the service and the phone number in each of its Disaster Recovery Centers. The availability of free legal services to disaster victims is also publicized, via television, radio and/or local newspapers. This publicity has been coordinated between FEMA and The Florida Bar.
2. When a victim calls into the toll-free number, the staff at The Florida Bar will take down some initial information from the victim on the Intake Form which is included in this packet. The staff will then immediately email or fax the intake form to the volunteer attorney.
3. When the volunteer attorney receives the Intake Form from the staff at The Florida Bar, the volunteer attorney should call the victim within 24 hours of the time after the initial call by the victim to The Florida Bar and determine if the person is eligible for help.
4. The volunteer attorney should assess whether the legal services requested is a fee-generating matter and if so, refer the victim to the local bar attorney referral service or the referral service offered by The Florida Bar. The Florida Bar Attorney Referral Service is **1.800.342.8011**. A further discussion on fee-generating matters appears below.
5. The volunteer should then help the victim with their legal needs. Once you have helped the victim with their legal needs, please fill out the Case Closure Form and email it to [mailings@flabar.org](mailto:mailings@flabar.org) or fax it to The Florida Bar at 1-850-561-5825 Attention: Austin Newberry.

## **C. INFORMATION YOU MAY NEED IN HELPING THE VICTIMS**

Most FEMA/SBA BENEFITS are available only to U.S. citizens and qualified aliens. However, children who were born in the U.S. to undocumented aliens do qualify for benefits.

Undocumented aliens are entitled to the following non-cash assistance through FEMA:

1. Disaster Legal Services
2. Emergency food/shelter
3. Crisis counseling

If the caller is not entitled to FEMA/SBA assistance as a result of being an undocumented alien, he or she may still qualify for other assistance such as through the Department of Justice-Office of Victims of Crimes (does not inquire into citizenship or qualified alien status) or the American Red Cross.

There are currently eight counties in Florida that are part of the declared FEMA disaster. The intake form questions ask whether they are a resident of one of those counties. The affected counties are:

Bay	Gulf	Wakulla
Escambia	Okaloosa	Walton
Franklin	SantaRosa	

In order to take advantage of most FEMA benefits, victims need to register with FEMA within 60 days of the declaration. The FEMA benefits that will be available as individual assistance include: (1) housing assistance; (2) individual and family grant program; (3) disaster unemployment assistance; (4) crisis counseling; and (5) disaster legal services (through ABA/YLD).

FEMA Registration number: 1-800-621-3362

1-800-462-7585 (TTY)

FEMA Appeals: 1-800-525-0321

We cannot assist callers in appealing any decision FEMA makes, but we can assist by replacing any missing documents that the person will need to get FEMA services (e.g., green card). The intake form indicates that you ask them whether they are registered with FEMA; encourage them to do so (although registration is not required for assistance through disaster legal services).

Although there is not an established financial eligibility chart for those seeking assistance from volunteer lawyers, those who can afford attorneys should generally be told that they should seek private counsel. Err on the side of providing assistance, but in obvious cases (e.g., where someone's \$500K home with \$400K equity is at issue), refer them to the appropriate referral service.

Fee-generating cases are not covered by volunteer lawyers. Example, a personal injury action should be referred to the private bar. The Florida Bar Attorney Referral Service is **1.800.342.8011**.

Cases not related to the Hurricane Dennis disaster are not covered. Example: a person's basement floods after toilet overflows. Refer these calls to the Florida Attorney Referral Service.

The intake form asks whether the caller lives on an Indian reservation. This does not affect the caller's eligibility for disaster legal assistance, but may affect jurisdictional and housing issues and, therefore, is crucial information for the volunteer attorney who will take the case. Several of the counties at issue contain large reservations.

The volunteer lawyer should keep careful notes regarding the intake, recommendations and disposition in each case for her/his own benefit and the benefit of any lawyer who may subsequently handle the case. The DLS Intake Form and Case Closure Form is included in this packet for your reference.

Please remember that although you are providing these services on a pro bono basis, the ethical guidelines and rules of The Florida Bar still apply to your representation of the victims. In the event of a conflict of interest, the caller should be directed back to the Statewide Emergency Legal Services Response Plan Hotline (1.866.550.2929), which is operated by The Florida Bar. Callers should not be directed to FEMA in the event of a conflict of interest.

The Florida Bar plans to initially direct callers to attorneys from areas other than the declared disaster counties since local attorneys may be addressing issues for themselves and existing clients. However, if you do receive a call, and in the event of a conflict, the caller should be directed back to the Statewide Emergency Legal Services Response Plan Hotline (1.866.550.2929), which is operated by The Florida Bar.

In this packet, we have provided some general information that may be helpful for you to use in providing the legal services and keep in mind that many of the victims of this disaster cannot otherwise afford legal representation so you are their lawyer and the person who will guide them through this difficult time.

The disaster victim may be subject to great personal trauma. The volunteer lawyer should, therefore, be sensitive to the feelings and behavior of the victim, as well as responsive to each victim's legal needs.

Lawyers are strongly cautioned against engaging in solicitation of hurricane victims. Solicitation, whether by the lawyer personally or by someone else on behalf of the lawyer, is prohibited by Rule 4-7.4(a). Solicitation includes any direct contact face-to-face, by telephone, by fax or telegraph. It includes passing out business cards or other law firm information. Lawyers cannot mail solicitations within 30 days of the disaster, according to Rule 4-7.4(b)(1)(A). Any direct mail solicitations must comply with Rules 4-7.2 and 4-7.4(b) and must be filed with The Florida Bar for review. Anyone with information that a lawyer is engaging in solicitation should report the lawyer to The Florida Bar. A complaint form can be downloaded here. Questions or complaints about a lawyer's conduct can be made toll free to 1-866-352-0707. Lawyers with questions concerning whether their own future conduct violates bar rules may call 1-800-235-8619. Volunteer lawyers who are offering their services to accident victims at no charge do not violate the anti-solicitation rule.

#### **D. SAMPLE LEGAL QUESTIONS OFTEN ASKED BY DISASTER VICTIMS**

The following series of short questions and answers was developed through FEMA and through the efforts of the Florida Bar Foundation. It is designed to prepare the volunteer lawyer with an introduction to the types of legal problems that often confront disaster victims. Many of the questions are based on actual victim interviews at the DRCs or over the telephone and the answers are general and based upon information in American Jurisprudence 2d and other broad-based legal resources. Thus, the volunteer lawyers should consult the local rules and the Florida statutes based on the specific facts of the victim's case.

It is hoped that this brief primer will assist the volunteer lawyer in providing effective legal assistance to disaster victims, regardless of the volunteer lawyer's legal background or specialty.

## HOUSING

In order to facilitate addressing landlord-tenant issues, the landlord tenant statutes are attached as an appendix to this manual.

### **1. My house was damaged and I cannot live in it - do I need to pay my mortgage?**

You must pay your mortgage even if your house is damaged and you cannot live in it. However, check with your lender since many companies may offer a grace period of several months to delay payments (although interest may continue to be added).

### **2. What if I cannot pay my mortgage?**

If you have received a written foreclosure notice as a result of a disaster related financial hardship, you may be eligible for FEMA payments to help you with your mortgage payments.

If you have income and you want to keep your house, you may be able to file a Chapter 13 bankruptcy. In this type of bankruptcy, the homeowner proposes a plan of how (s)he will pay regular mortgage payments and all other living expenses, and also pay an amount every month toward the mortgage arrears. If you think you may want to file a Chapter 13 bankruptcy, you should consult an attorney.

### **3. What if I live in a condominium?**

If you live in a condominium or pay maintenance to any type of homeowners' association, you still need to pay your maintenance fees even if your homeowners' association is not fixing the common areas or you do not like the way they are doing repairs. You should attend the homeowners' association meetings to voice your concerns, and talk with other homeowners and members of the board about your complaints. A group of you may want to seek legal advice. However, if you just stop paying maintenance, you could lose your home to foreclosure.

### **4. I have homeowner's insurance, but I was told it will take months for an adjuster to look at my house and then it will take longer for a check to be issued - am I eligible for any type of assistance because my house needs lots of expensive repairs and I'm not even sure I can live there until it's fixed?**

If you have homeowner's insurance, you will most likely be eligible for money for living expenses while you cannot live in your house. You need to contact your insurance company. If you did not have homeowner's insurance then you may be eligible for assistance under the Individual and Family Grant (IFG) program to pay for necessary repairs to essential parts of your home. You may apply for IFG by telephone at 1-800-621-FEMA.

**5. What if my landlord won't negotiate?**

You have the right to reduce rent in proportion to the damage to the unit. If the unit is unlivable you can move out. In either case, you should send a certified letter to your landlord notifying him/her of your actions. You may contact your local bar association or legal aid for more information on how to do this.

**6. All my stuff was destroyed when the roof fell in on the place I rent - what help can I get?**

If you had renter's insurance at the time of the hurricane, contact your insurance company. If your situation is desperate, make sure you describe your situation to the insurance company; if the company agrees that there is coverage, you can ask for an advance payment to cover a part of your loss. Read the information in the insurance section of this handout about how to prepare for the adjuster's visit, and how to handle your insurance claim.

**7. What if I do not have any insurance on my property?**

If you did not have renter's insurance, see if your landlord had insurance to cover your belongings. If your losses are not covered by any insurance policy, you may be able to get IFG money for replacement of necessary items of personal property. You may apply for these benefits through FEMA at 1-800-621-FEMA.

**8. My landlord told me to move out the next day because he wants the apartment for his daughter who lost her house in the hurricane, and told me if I wasn't out, he'd change the locks - do I have to move?**

Florida law does not allow a landlord to just lock you out or turn off the utilities or to use any other "self help" means to get you to leave. The landlord must file an eviction action in court and, then you only have to move out after the judge in your eviction case enters a final judgment of eviction. Furthermore, the landlord must first give you some type of written notice to move before the landlord can file an eviction case against you in court.

If the landlord does lock you out, you can call the police, and, you should consult a lawyer regarding an action for damages or consult with your local legal aid organization.

**9. My apartment is so bad I cannot live in it and I am going to move. I want my security deposit returned - what are my rights?**

If you have a written lease, read your lease to see what it says. If you do not have a written lease, or your lease does not say anything about deposits, then the landlord must either return your deposit within 15 days after you move out or send you a letter, by certified mail, within thirty (30) days, saying why he will not return your deposit. You then have fifteen (15)

days to object in writing, or the landlord will be allowed to keep the security deposit. However, before you leave, you must give your landlord your new address.

**10. Must I continue paying rent even though my apartment or office has been completely destroyed or severely damaged?**

Under the common law rule, a tenant is no longer liable for rent after complete destruction of the premises, but if the premises are only partly destroyed or damaged, liability for rent continues unabated. This rule has been modified in some jurisdictions to permit apportionment or abatement of rent or to permit the tenant to terminate any obligations if the premises are rendered uninhabitable, at least with regard to residential property.

In addition to judicial modification of this rule, some states have enacted statutes which relieve tenants of liability under such circumstances, but these statutes vary greatly. Of course, a valid written lease may control the respective liabilities of the properties when disaster strikes, particularly as to commercial property.

If it is determined that a tenant does have the right to be relieved of liability for rent, in whole or in part, the tenant must generally exercise that right with proper notice to the landlord and within a reasonable amount of time. If so, the tenant should be entitled to a refund of any security deposit advanced and be given a reasonable opportunity to retrieve personal property. See 49 Am. Jur. 2d Landlord and Tenant §§ 281-283, 591-593, 600-604.

**11. Can I sue my landlord for injuries I suffered in my apartment or office during the disaster?**

Where the injury results from the disaster itself and not from defects in the demised premises which the landlord may be obligated to repair, there is no liability in the landlord for such injuries. As such, there is no implied promise by the landlord that no harm will come to the tenant from a flood, earthquake, tornado and the like while on the premises. See 57A Am. Jur. 2d Negligence § 42.

**12. Is the damage to my home covered under my insurance policy?**

Hazard insurance (i.e., homeowners' policies or other fire and extended coverage policies) from the private sector generally does not cover flood damage. It may cover water damage inside the home but not damage from floods or surface water, which is specifically excluded. Windstorm insurance will normally be limited to greater-than-normal wind conditions.

The Federal government provides coverage for flooding under the National Flood Insurance Program (NFIP). People can buy policies from any state licensed local agent.

Even if the policies extend coverage to the type of disaster damage that occurred, they may limit it to losses directly resulting from the disaster. But courts have generally found coverage if the covered risk was the efficient cause, if not the only cause, of the loss and even if the other concurrent causes are otherwise expressly excluded from coverage. See 43 Am. Jur. 2d Insurance §§ 468-473.



**13. May I sue the person from whom I bought my home for not telling me about the possibility of flooding?**

If an affirmative misrepresentation was made by the seller concerning the possibility of flooding, an action for fraud may be maintained, assuming all the other elements of fraud are present. A more difficult situation arises in cases of silence regarding the fact of possible flooding. Generally, mere failure to disclose a fact known by the vendor is not fraud. By contrast, active concealment of that fact (e.g., by painting over water marks on the basement walls) is actionable. Moreover, failure to disclose possible flooding will support a fraud claim in those circumstances where the law imposes a duty on the vendor to speak (e.g., where a confidential or fiduciary relationship exists or where one party has superior knowledge or means of knowledge). See 37 Am. Jur. 2d Fraud and Deceit §§ 144-146.

**14. Does my automobile insurance cover the damage to my car resulting from the disaster?**

Normally, this type of damage will be covered under the comprehensive policy coverage, although the particular language and exclusions of the policy will control. Even if an exclusion from comprehensive coverage exists for damage caused by flood, wind, etc., coverage may exist under a collision policy if the disaster and event causing the damage could be construed as a collision. Courts have reached mixed results on this issue. See 7 Am. Jur. 2d Automobile Insurance §§ 167-171, 176-182

**15. Can I sue my neighbor whose property ran into or fell on my property during the disaster?**

The general rule is that a person is not liable for injuries or damages caused by a disaster or an "Act of God" where there is no fault or negligence. Thus, there can only be liability of the neighbor where there is concurrent negligence which was, in fact, the proximate cause of damage. See 57A Am. Jur. 2d Negligence §§ 11, 15, 37, 42.

**16. What can I do with the property of my neighbor which the disaster carried over onto my land?**

When personal property is carried away (e.g., by a flood) and comes to rest on the land of another, it still remains the property of the original owner and the original owner may enter and retrieve it. If the landowner refuses to let the original owner enter or appropriates the property for the landowner's use, the original owner of the personal property will have an action against the landowner.

On the other hand, the landowner, as an involuntary bailee, has the right to possession of the property against all others, save the true owner, has no obligation to preserve the property and may move the property if necessary to use the land, provided such action is taken in a reasonable manner. See 1 Am. Jur. 2d Abandoned, Lost, Etc., Property §§ 24-27.

INSURANCE

**1. How can I preserve my claims and protect my right to repayment from insurance coverage?**

If you have any insurance policy which you think may cover your damage, whether it is a homeowner's, renters, or car insurance policy, call your agent, broker, or insurance company as soon as possible, and report your loss. Do this even if you are not sure that there is coverage or if you do not know if the claim will exceed the deductible. Make sure you write down the name of the person you speak to and the claim number they will give you.

If you cannot get through to your insurance company by telephone, write them a letter telling them of your loss and keep a copy of it. If you cannot find the insurance policy, contact your agent, broker or insurance company. If you cannot stay in your home, make sure you give the insurance agent or representative your new address and telephone number.

**2. What if I live in a condominium?**

If you own a condominium, you should look at both the coverage provisions in your association insurance policy, and the coverage under your individual unit coverage owner's insurance policy.

**3. How do I get an insurance adjuster out to my home to assess the damage?**

You should request the insurance company to send an adjuster to look at your property. It is best if this request is in writing. If necessary, you should contact the Florida Department of Financial Services at 1-800-22STORM.

**4. What can I do to prepare for the insurance adjuster?**

If circumstances allow, make a list of all property damaged or destroyed, take pictures, collect names, addresses and telephone numbers of witnesses, obtain repair estimates, keep a record of expenses, such as alternative housing, etc., and locate original bills and receipts for lost items. Submit these along with your claim to the insurance company.

**5. What if I cannot wait for the insurance adjuster?**

Some insurance policies provide for reimbursement for temporary housing relocation costs while your home is being repaired and for car rental costs while your car is being repaired or replaced. Check your policy or call your insurance company.

If your situation is desperate, make sure that you let the insurance company know and, if the insurance company agrees that there is coverage, ask for an advance payment toward your losses. Due to the extreme amount of damage caused by a hurricane, insurance companies may recommend you start repairing the damaged property before the adjuster's visit. You should get the company's permission before doing so. Many companies will also give you an emergency advance to cover some repair costs.

**6. What if the insurance company offers to settle?**

You should CONSULT A LAWYER before signing any release or waiver and before cashing any check from the insurance company which might be deemed full and final payment of your claim. Before you settle with the insurance company, be aware of the full extent of your damage and the full value of your claim. It may be important for you to get estimates or to actually have the work completed before you agree to a specific cost figure.

**7. What if the insurance company denies my claim or offers me less than I think I am entitled to receive?**

You should demand that the insurance company give you its reasons IN WRITING for denying coverage or limiting your claim, and consult a lawyer. Most insurance policies require that you bring suit against the insurance company for failure to pay a claim WITHIN ONE YEAR from the date of the occurrence of the damage. If you do not file suit in time, you may be prevented from receiving any reimbursement.

**8. What if my insurance does not cover all of the damages to my home or personal property?**

You may be eligible for benefits under the FEMA program if you are unable to pay for repair or replacement of essential parts of your home or essential personal property. See the FEMA section of this handout.

You may also keep all of your repair and replacement receipts and file your losses with the IRS on your income tax returns next year. For information, you may call IRS at 1-800-829-1040.

**CAUTION:**

**1. Victims should beware of anyone who claims that they are working on behalf of the government, the Florida Department of Financial Services or your insurance company and asks for money to help expedite your claim. Ask this person's name and immediately report this to your insurance company or the State of Florida Department of Insurance for verification.**

**2. Victims may be approached by a "public adjuster" who will offer to assist you in handling or expediting your insurance claims in return for a percentage of your insurance benefit payments. Consult an attorney before signing any contract.**

**3. Most insurance companies will only reimburse for reasonable cost of repair. If prices quoted for repairs appear inflated, get another estimate and obtain your insurance company's agreement before undertaking repairs. Remember that your claim will only be approved to the extent that it does not exceed your policy limit. If you undertake repairs at an inflated price, you may reach your maximum policy limit very quickly.**

**IMMIGRATION**

**1. Do I need to be a U.S. resident or citizen to apply for emergency disaster relief?**

You can qualify for non-cash FEMA disaster programs even if you do not have a legal immigration status. Receipt of other benefits depends on immigration status.

**2. Will I be considered a public charge and denied residency if I apply for Emergency Disaster Relief?**

No. Acceptance of Emergency Disaster Relief will not be considered public cash assistance preventing you from becoming a resident. You will not be classified as a public charge solely because you have accepted emergency disaster assistance.

**3. If I lost my “green card” in the hurricane, how can I get a replacement?**

You need to fill out a **form I-90** and file it at your local immigration office. You can get the immigration form I-90 from INS by calling 1-800-870-3676.

**4. If I lost my work permit in the hurricane, how can I get a replacement?**

You need to fill out immigration form I-765. If you have a photocopy of your lost work permit, attach it to the I-765. Also include a photocopy of any applications or documents which entitle you to receive a work permit, such as application of asylum, suspension of deportation, or adjustment of status.

**5. Do I need to let INS or the immigration court know that I have moved as a result of the hurricane?**

If you have a pending case, you are required to inform the immigration court of any change in address or telephone within 5 days of moving.

DISASTER RELIEF (FEMA)

**1. What kind of benefits does FEMA provide?**

The Federal Emergency Management Agency (FEMA) is an umbrella organization that coordinates state and federal government benefits for disaster victims, and determines eligibility for Temporary Housing Assistance (THA) Call FEMA at 1-800-621-FEMA.

**2. Who is eligible for Temporary Housing Assistance (THA)?**

You must show that your primary residence has been made unlivable or that you are no longer living there because of the disaster. If you have insurance you must also show that you have made reasonable efforts to obtain insurance benefits and that you have not been successful. You must also agree to repay FEMA to the extent that you later get insurance benefits.

**3. What kind of help can I get under THA?**

Temporary Housing Assistance usually takes the form of a check to cover the cost of rent, mortgage or essential home repairs.

You may apply for rental or mortgage assistance if you have received written notice of eviction for nonpayment of rent or mortgage. This kind of assistance may be provided for a period not to exceed 18 months for homeowners and 3 months for renters.

Money for home repairs is available for the purpose of quickly repairing or restoring the essential living condition. Residences must be able to be made livable by repairs within 30 days.

**4. Who is eligible for Individual and Family Grants (IFG's)?**

IFG is available to individuals and to families who have disaster related necessary expenses or serious needs, and who do not have adequate assistance from other sources, such as insurance.

**5. What kind of help can I get under the IFG program?**

IFG is a grant to cover necessary expenses or serious needs for essential items or services in the following categories:

- A. For the repair, replacement or rebuilding of owner occupied housing;
- B. To provide clothing, household items, furnishings, and appliances, tools and equipment required as a condition of employment;
- C. To replace or repair vehicles or provide public transportation;
- D. To pay for funeral expenses.

**6. Will IFG benefits affect my eligibility for SSI, TANF, Medicaid, or Food Stamps?**

No. Individual and family grant benefits may not be counted either as income or resources in determining your eligibility for any income-tested programs supported by the federal government.

**7. If I owe money can my IFG benefits be taken by my creditor?**

No. IFG benefits are exempt under federal law from garnishment, seizure, encumbrance, levy, execution, pledge, attachment, release, or waiver. They also cannot be assigned or transferred away from the recipient to someone else.

**8. Do I have to be a U.S. citizen to qualify for IFG benefits?**

No. Most legal residents, refugees, asylees, parolees for at least 1 year, and Cuban/Haitian entrants are eligible to receive IFG benefits. In order to obtain money to repair an owner occupied residence, you must show that you are the owner of the home and that you reside there.

**9. Who is eligible for Small Business Administration (SBA) loans?**

In order to qualify for an interest loan, you must show that your home or business was damaged by the hurricane, and that you have the ability to repay the loan.

**10. What kind of help can I get from the SBA loan program?**

SBA provides low interest loans for repairs.

**UNEMPLOYMENT COMPENSATION**

If you became unemployed because your employer's business was destroyed or closed because of the hurricane, or you lost your job because your house or your car was destroyed, or because you were no longer able to get to work due to the hurricane, you may be entitled to receive Unemployment Compensation (UC) benefits or Disaster Unemployment Assistance (DUA).

**1. Where do I apply for Unemployment Compensation and Disaster Unemployment Assistance?**

You may pick up an application for either regular UC or special Disaster Unemployment Compensation Assistance benefits at your local One Stop Service Center. You may also apply on the internet at [www.myflorida.com](http://www.myflorida.com). If you are applying for DUA call FEMA at 1-800-621-FEMA first to get a registration number.

**2. When should I go to apply for UC or DUA?**

For either regular UC benefits or DUA benefits, you should apply as soon as possible since you may have to wait about four weeks before your first check is sent to you.

**3. How do I know if I am eligible for UC benefits?**

You are eligible for regular UC benefits if you are unemployed. However, some immigration restrictions apply. You must have a valid work permit, and;

- A. filed a UC claim;
- B. registered for work at a local Employment Services Office;
- C. able to work and available for work;
- D. meet certain wage requirements; and
- E. served a one week waiting period; and

Even if you meet the requirements listed above, you can be disqualified from receiving UC if:

- A. You voluntarily quit your job without good cause attributable to the employer; or
- B. You were terminated because of misconduct; or

- C. You refused employment without good cause.

**4. How do I know if I am eligible for DUA benefits?**

Even if you are not eligible for regular UC benefits, you may still be eligible for Disaster Unemployment Compensation Assistance benefits. You must be an unemployed U.S. citizen, permanent or temporary U.S. resident, or have a valid work permit, and show that:

- A. You filed a DUA claim on or before (date based on date of natural disaster).
- B. You are unemployed as a result of the hurricane;
- C. You registered for work through the Agency for Workforce Innovation and are able and available for work, unless you were injured as a result of the hurricane or if you were self employed before the hurricane, you remain unemployed because you are attempting to get your business back in order; and
- D. You meet certain wage requirements.

**PUBLIC EDUCATION**

**1. Do I have to send my children to school?**

Yes. If the schools are open in your county, unless there is a good reason for not sending them to school, you must send your children to school. You should listen closely to the public announcements. You will be given directions as to whether schools are open and the procedures for sending and picking up your children. If you are uncertain what to do, you should contact your child or children's school.

**FAMILY ISSUES**

**1. Will my child be able to get emergency medical care if I cannot be reached by telephone?**

Yes. A licensed doctor may provide emergency medical care or treatment to any minor who has been injured in an accident or who is suffering from an acute illness, disease, or condition if delay in providing the care will endanger the health or physical well-being of the minor. The care must be provided in a licensed facility. Care may also be provided in the pre-hospital setting by paramedics and emergency medical care technicians. This will apply if:

- A. The minor is unable to provide the name of his parent(s), guardian or legal custodian.
- B. The parent(s), guardians, or legal custodian cannot be immediately located by telephone at their place of residence or business.

**2. My child is living with a relative. Will my child be able to get medical care if I cannot be reached by telephone?**

**Yes.** After a reasonable attempt to contact you has been made, any of the following may consent to non-emergency medical care or treatment of a minor who is not committed to the Department of Children and Family Services or the Department of Juvenile Justice:

- A. A person who possesses a power of attorney to provide medical consent for the minor.
- B. your child's stepparent.
- C. your child's grandparent.
- D. your child's adult brother or sister.
- E. your child's adult aunt or uncle.

**3. I have a child in my home that was placed by the Department of Children and Families (or) The Department of Juvenile Justice. What will happen during an emergency if the child requires medical care?**

You should contact the Agency that placed the child in your home for specific instructions as to how the child is to receive medical care during an emergency.

**4. How can I get counseling for myself or my family?**

There are numerous providers of counseling services on an ongoing basis. After a natural disaster, additional providers will be available. Information on disaster counseling is usually made available through public information announcements after the disaster. You should also check with hospitals and other mental health agencies in your community in reference to the availability and cost of disaster counseling.

**EXPEDITED FOOD STAMPS**

**1. What are expedited food stamps?**

Expedited food stamps are available to very needy persons within 7 calendar days of application. The expedited process is part of the regular food stamp program application process.

**2. How do I know if I am eligible for expedited food stamps?**

To be eligible for expedited food stamps you must show one of the following:

- A. you or your household have no more than \$150 in monthly income before taxes and \$100 or less in cash or in bank accounts; or
- B. your basic shelter and utility expenses are greater than your present income and resources combined.



**3. What verification do I need to obtain expedited food stamps?**

You must only be able to verify that you are who you say you are by showing documents bearing your name, or by having someone say they know you.

**4. Do I have to meet any other eligibility requirements?**

You will be asked for verification of your immigration status, your social security number, your income and your expenses at the time you apply. However, you will be eligible for expedited food stamps within 7 days after you apply even if all of the verification cannot be obtained.

**5. If I do not qualify for expedited food stamps, can I still get regular food stamps?**

Yes, your food stamp application must be processed and you must receive a written decision within 30 days stating whether you are eligible, and the amount of benefits to which you are entitled. If you are denied benefits, but you believe you are entitled to them, contact the Legal Services office closest to you.

TANF BENEFITS - CASH ASSISTANCE

**1. Could I be eligible for TANF even if I never was before?**

Yes. If you live in the same household as your minor children and you are poor, you may be eligible for TANF. You should apply at the Department of Children and Families office nearest you. If you are denied benefits, or DCAF takes longer than 45 days to make a decision in your case, contact the Legal Services office closest to you.

MEDICAID BENEFITS

**1. Could I be eligible for Medicaid now even if I never was before?**

Yes. If you are pregnant, have young children, are disabled, elderly, or an unemployed head of household, you and your family may be eligible for Medicaid depending on your immigration status, income, resources, and the size of your household. You should apply at the Department of Children and Families office. If you are denied or you do not receive a decision within 45 days, contact the Legal Services office closest to you.

SOCIAL SECURITY AND SSI BENEFITS

**1. What if I did not receive my latest Social Security or SSI benefits?**

If you live within the disaster area and you did not receive your Social Security or SSI benefits, you should go to your local post office to get your check. If the check is lost call 1-800-772-1213.

**2. Could I be eligible for SSI now even if I never was before?**

If you are blind, over the age of 65, or disabled and cannot perform any kind of work, you should apply for benefits at the Social Security office nearest you. You can also start an application by calling the Social Security Administration's toll free telephone number 1-800-772-1213. Once Social Security has all the necessary documentation, such as proof of earnings, and medical evidence of disability, it will send you a written decision. If you are denied and you think you are eligible, you should file a request for reconsideration within 60 days of the date of the initial decision. If you are denied again, you should request a hearing and contact Legal Services.

**3. Are there any other benefits besides old age and disability benefits for which I might be eligible?**

Yes. You may be eligible for other kinds of Social Security or SSI benefits, on your own account, or on the account of another if you want to retire, or you are an aged or disabled widow or widower, or you are the dependent family member of a disabled, retired or deceased worker. If you think you are eligible for any of these benefits, you should contact the Social Security Administration and apply.

## Appendix 1

### Federal and State Agency Phone Numbers and Websites

<u>Name</u>	<u>Phone</u>	<u>Website</u>
<b>FEDERAL RESOURCES</b>		
Federal Emergency Management Agency	1-800-621-FEMA (3362)	<a href="http://www.fema.gov">www.fema.gov</a>
Federal Disaster Assistance Program Cheat Sheet from University of Florida		<a href="http://www.agen.ufl.edu/~foodsaf/dh037.html">http://www.agen.ufl.edu/~foodsaf/dh037.html</a>
Federal Disaster Assistance Process for Individuals		<a href="http://www.fema.gov/about/process/">http://www.fema.gov/about/process/</a>
Department of Homeland Security		<a href="http://www.dhs.gov/dhspublic/">http://www.dhs.gov/dhspublic/</a>
Government Benefits Search		<a href="http://www.govbenefits.gov/govbenefits/benefits/report.jhtml?dispatch=federal&amp;bid=431&amp;oid=5">http://www.govbenefits.gov/govbenefits/benefits/report.jhtml?dispatch=federal&amp;bid=431&amp;oid=5</a>
Disaster Relief Act -- what it means and links		<a href="http://www.floridadisaster.org/brm/Recovery_Section.htm">http://www.floridadisaster.org/brm/Recovery_Section.htm</a>
Administration on Aging	1-404-562-7600	<a href="http://www.aoa.gov/prof/aoaprogram/disaster_assist/disaster_assist.asp">http://www.aoa.gov/prof/aoaprogram/disaster_assist/disaster_assist.asp</a>
Dept. of Health and Human Services		<a href="http://www.hhs.gov/disasters/index.shtml#natural">http://www.hhs.gov/disasters/index.shtml#natural</a>
Center for Disease Control	1-888-246-2675	<a href="http://www.bt.cdc.gov/disasters/hurricanes/index.asp">http://www.bt.cdc.gov/disasters/hurricanes/index.asp</a>
Small Business Administration	1-800-659-2955	
<b>FLORIDA RESOURCES</b>		
Florida Legal Services		<a href="http://www.floridalawhelp.org">www.floridalawhelp.org</a>
State of Florida		<a href="http://www.myflorida.com">www.myflorida.com</a>
Florida Division of Emergency Management	1-800-342-3557	<a href="http://www.floridadisaster.org">www.floridadisaster.org</a>
Florida Department of Financial Services	1-800-342-2762	<a href="http://www.fldfs.com">www.fldfs.com</a>
Agency for Workforce Innovation	1-800-342-3450	<a href="http://www.floridajobs.org/awi_emergency2.htm">http://www.floridajobs.org/awi_emergency2.htm</a>
Volunteer Florida	1-800-FLHELP-1	<a href="http://www.disasterhelp.net/vflorida/">http://www.disasterhelp.net/vflorida/</a>
Attorney General Price Gouging	1-800-646-0444	

<u>Name</u>	<u>Phone</u>	<u>Website</u>
Information/Reporting		
<b>NON-PROFIT AGENCIES</b>		
American Red Cross	1-800-HELP-NOW	<a href="http://www.redcross.org">www.redcross.org</a>
Salvation Army Florida	1-813-962-6611	<a href="http://www.salvationarmyflorida.org/">http://www.salvationarmyflorida.org/</a>
Disaster Responders Requesting Donations		<a href="http://www.disasterhelp.net/Dennis/helpvictims.htm">http://www.disasterhelp.net/Dennis/helpvictims.htm</a>
Disaster Education, Preparedness, Planning and Mitigation Library		<a href="http://www.tallytown.com/redcross/educate.html">http://www.tallytown.com/redcross/educate.html</a>
<b>LEGAL RESOURCES</b>		
The Florida Bar	1-866-550-2929	<a href="http://www.flabar.org">www.flabar.org</a>
ABA Division for Legal Services	1-866-606-0626	<a href="http://www.abanet.org/barserv/disaster/publicservices.html">http://www.abanet.org/barserv/disaster/publicservices.html</a>
Georgia's Legal Aid Page – Disaster Relief Subtopic		<a href="http://www.legalaid-ga.org/GA/StateSubTopics.cfm/County/%20/demoMode/%3D%201/Language/1/State/GA/TextOnly/N/ZipCode/%20/LoggedIn/0/iTopicID/633/sTopicImage/flames.gif/bAllState/0">http://www.legalaid-ga.org/GA/StateSubTopics.cfm/County/%20/demoMode/%3D%201/Language/1/State/GA/TextOnly/N/ZipCode/%20/LoggedIn/0/iTopicID/633/sTopicImage/flames.gif/bAllState/0</a>

## **Appendix 2**

### **Insurance Company phone numbers**

The State Insurance Catastrophic Recovery Section has supplied a list of phone numbers for residents and businesses needing to make claims:

- Allstate Floridian Insurance Company (888) 866-7069
- American General Property Insurance Company of Florida (800) 321-2452
- American States (888) 557-5010
- American Superior (888) 472-0211 or (800) 432-3072
- Argus Fire & Casualty (954) 331-4722
- Atlantic Preferred (800) 673-4952
- Auto-Owners (Fort Myers Claims) (800) 437-2256
- AXA Re (800) 216-3711
- AXA Re Corporate Solutions (800) 216-3711
- Bankers Insurance Company (800) 765-9700
- Bankers Security Insurance Company (800) 725-9472
- Catawba (800) 711-9386
- Chubb Group (800) 252-4670
- Clarendon National Insurance Company (800) 216-3711 or (800) 455-8104
- Clarendon Select Insurance Company (800) 797-2526 or (800) 216-3711
- Companion Property & Casualty (800) 649-2948
- Cotton States Insurance (800) 457-1658
- Cypress P&C Insurance Company (800) 816-4060
- Encompass Insurance National Catastrophe Claim Center (800) 340-3016
- FCCI (first report of injury)(800) 226-3224

- Fireman's Fund (888) 347-3428
- First Floridian Auto & Home Insurance Company (800) 252-4633
- Florida Family Insurance Company (888) 486-4663
- Florida Farm Bureau General Insurance Company (800) 330-3327
- Florida RPCJUA (800) 636-8511
- Florida Select Insurance Company (888) 700-0101
- Florida Windstorm Underwriting Association (FWUA) (800) 493-9463
- Harbor Specialty Insurance Company (800) 216-3711 or (800) 455-8104
- Hartford Insurance Company of the Midwest (800) 637-5410 or (800) 243-5860
- Liberty Mutual Fire Insurance Company (800) 637-0757 (in state) or (800) 633-1833 (24-hour)
- Mercury Insurance Group (800) 489-7001
- Metropolitan (800) 854-6011
- Nationwide Mutual Fire Insurance Company (800) 421-3535
- Omaha Property & Casualty (flood only) (800) 638-2592
- Omega Insurance Company (800) 216-3711 or (800) 455-8104
- Progressive (800) 888-7764
- Prudential Property & Casualty Insurance Company (800) 437-3535
- Qualsure (877) 563-0150
- Royal & Sun Alliance (800) 847-6925
- Safeco (catastrophe) (888) 723-3265
- Safeco (commercial) (877) 566-6001
- Safeco (personal) (800) 332-3226
- Seacoast Brokers — Call agent
- Southern Family Insurance Company (800) 673-4952

- **St. Paul Insurance Companies (800) 873-2634 or (800) 787-2851**
- **State Farm Fire & Casualty Company (800) 732-5246**
- **Sunshine State (877) 329-8795**
- **Tower Hill Group (800) 216-3711**

## **Appendix 3**

### **FEMA DISASTER ASSISTANCE PROCESS**

1. Call (800) 621-FEMA (3362) or for the hearing and speech impaired, call (800) 462-7585 or

[www.FEMA.gov](http://www.FEMA.gov)

Have the following information ready to give to the person who takes your call:

- Your Social Security number.
- A description of your losses that were caused by the disaster.
- Insurance information.
- Directions to your damaged property.
- A telephone number where you can be contacted.

This information is put into the computer and an application is generated. FEMA will then give you an application number.

If you have questions after you have applied for assistance or if the information you provided has changed, call the FEMA Helpline at (800) 621-FEMA (3362) or (800) 462-7585.

2. Within about 10 days after applying, if an inspection is required to process your application, an inspector will make an appointment to visit your property. There is no fee for the inspection. You must have proof of ownership and occupancy to show the inspector.

- Proof of ownership can be your deed, tax records, mortgage payment book or a copy of your insurance policy.
- Proof of occupancy can be a driver's license address, any first-class government mail sent to you within the last three months, or recent utility bills.

3. Within about 10 days of the inspector's visit, you will receive a letter on whether you will get help.

- If you are eligible for help, the letter will be followed by a U.S. Treasury/State check or there will be a transfer of cash to your bank account. The letter explains what the money can be used for. You should use the money given to you as explained in the letter.
- If you are not eligible for help, the letter will give the reason for the decision. It will tell of your appeal rights.



## **Lost wages – coping with lost wages**

People who cannot work because their businesses have been destroyed or are inaccessible should call (800) 621-3362 (TTY: (800) 462-7585) and register with FEMA for assistance. FEMA works with state labor departments to provide unemployment pay for those unable to work. As of Sunday, state and federal officials still were working out those details. Continue to watch for media updates on wage compensation or check the Web sites for FEMA, [www.fema.gov](http://www.fema.gov); the U.S. Department of Labor, [www.dol.gov](http://www.dol.gov); or the Florida Agency for Workforce Innovation, [www.floridajobs.org](http://www.floridajobs.org).

## Appendix 4

### DISASTER LEGAL SERVICES INTAKE FORM

*(Legal services are delivered under terms of agreement between YLD and FEMA)*

<b>DATE:</b>	<b>DISASTER NUMBER: 1539</b>
<b>NAME OF APPLICANT:</b>	<b>COUNTY OF RESIDENCE AT TIME OF DISASTER:</b>
<b>CURRENT TEL. NO.:</b>	<b>BEST TIME TO CALL:</b>
<b>CURRENT ADDRESS:</b> <i>(Street, City, Zip)</i>	<b>PRE-DISASTER ADDRESS (if different):</b> <i>(Street, City, Country, Zip)</i>
<b>LEGAL PROBLEMS (use reverse if needed)</b>	
<b>MISCELLANEOUS</b>	
<ol style="list-style-type: none"> <li>1. Has the caller registered for FEMA services? (not required but encouraged) Yes No</li> <li>2. Does the caller otherwise have access to legal services? Yes No</li> <li>3. Is the request related to the disaster? Yes No</li> <li>4. Does the caller live on an Indian reservation? Yes No</li> <li>5. Does the request involve a fee-generating case? Yes No</li> <li>6. Will this call be referred to a volunteer lawyer? Yes No</li> <li>7. Area(s) of law for referral _____</li> </ol>	
<b>INTAKE VOLUNTEER NAME:</b> <i>(Print)</i>	<b>INTAKE VOLUNTEER SIGNATURE:</b>

**DISASTER LEGAL SERVICES CASE CLOSURE FORM**  
*(Legal services are delivered under terms of agreement between YLD and FEMA)*

**DATE FORM COMPLETED:**

**DISASTER NUMBER: DR 1539**

**NAME OF APPLICANT:**

**ATTORNEY WHO PROVIDED ASSISTANCE:**

**WERE YOU ABLE TO MAKE CONTACT WITH THE APPLICANT?**

**ATTORNEY PHONE:**

**YES      NO**

**DATE ASSISTANCE FROM ATTORNEY BEGAN:**

**DATE ASSISTANCE FROM ATTORNEY ENDED:**

**AMOUNT OF TIME SPENT PROVIDING ASSISTANCE:**

**DOES THE ABA YLD NEED TO DO ANY FOLLOW-UP WITH THIS INDIVIDUAL?**

**YES      NO**

**LEGAL ADVICE GIVEN/OTHER NOTES:**

**PLEASE FAX THIS FORM TO THE FLORIDA BAR YLD HOTLINE  
AT 1-850-561-5825  
ATTENTION AUSTIN NEWBERRY.**

**THANK YOU ONCE AGAIN FOR VOLUNTEERING YOUR TIME!**

## Appendix 5

### Legal Aid Organizations Listed by County

In counties where two or more programs provide service, if there is a primary service provider, that program is in **bold** and should be contacted first. If none of the programs is in bold then any of the programs listed for that county can be contacted.

Alachua	<b>Three Rivers Legal Services</b> 901 NW 8 <sup>th</sup> Ave, Ste D-5, Gainesville, FL 32601 Phone: 352-372-0519; Fax: 352-375-1631 Office Email & Website: <a href="http://www.trls.org">www.trls.org</a>	
Baker	<b>Three Rivers Legal Services</b> 901 NW 8 <sup>th</sup> Ave., Ste D-5, Gainesville, FL 32601 Phone: 352-372-0519; Fax:352-375-1631 Office Email & Website: <a href="http://www.trls.org">www.trls.org</a>	
Bay	<b>Legal Services of North Florida</b> 221 East 11th Street, Panama City, FL 32405 Phone: (850) 769-3581; Fax: (850) 785-2041	
Brevard	<b>Brevard County Legal Aid</b> 1017 S. Florida Avenue, Rockledge, FL 32955 Phone: (321) 631-2500; Fax: (321) 633-4822 Office E-Mail: <a href="mailto:brevardlegalaid@yahoo.com">brevardlegalaid@yahoo.com</a>	
Mid-Florida	<b>Community Legal Services of Mid-Florida</b> 803 N. Fiske Boulevard, Cocoa, FL 32922-7323 (321) 636-3515/17; (321) 636-3574; (321) 639-2504; (321) 631-8929 Fax; (321) 639-4714	
Bradford	<b>Three Rivers Legal Services</b> 901 NW 8 <sup>th</sup> Ave, Ste D-5, Gainesville, FL 32601 Phone: 352-372-0519; Fax: 352-375-1631 Office Email & Website: <a href="http://www.trls.org">www.trls.org</a>	
Broward	<b>Coast to Coast Legal Aid of South Florida</b> 491 N State Road 7, Plantation, FL 33317 Phone: (954) 736-2400; Fax: (954) 736-2482	<b>Legal Aid Services of Broward County]</b> 491 N. State Road 7, Plantation, Florida 33317 Phone: (954) 765-8950; Fax: (954) 736-2480
Calhoun	<b>Legal Services of North Florida</b> 8 West Jefferson Street, Suite 200, Quincy, FL 32351 Phone: (850) 875-9881; Fax: (850) 875-2008	

Charlotte	<p>Florida Rural Legal Services  350 E. Marion Avenue, Suite A1017 and A1018  Charlotte County Justice Center,  Punta Gorda, FL 33950  Phone: (941) 505-9007; Fax: (941) 505-9626  Office Website: <a href="http://www.frls.org">www.frls.org</a></p>
Citrus	<p>Community Legal Services of Mid-Florida  1300 Highway 41 North, Suite A  Inverness, FL 34450-3984  Citrus: (352) 726-8512; Fax (352) 726-0177</p>
Clay	<p>Jacksonville Area Legal Aid  1107 Middleburg Avenue, P.O. Box 1999  Green Cove Springs, FL 32043-1999  Phone: (904) 284-8410; Fax: (904) 284-8485  Office Web Site: <a href="http://www@jaxlegalaid.org">www@jaxlegalaid.org</a></p>
Columbia	<p>Three Rivers Legal Services  P.O. Drawer 3067  334 NW Lake City Avenue,  Lake City, Florida 32056-3067  Phone: 386-752-5960; Fax: 386-752-5999  Office Email &amp; Website: <a href="http://www.trls.org">www.trls.org</a></p>
Collier	<p>Legal Aid Society of Collier County  4125 E. Tamiami Trail, Naples, FL 34112  Phone: (239) 775-4555; Fax: (239) 775-3887</p>
Dade	<p>Guardianship Program of Dade County  7950 NW 53<sup>rd</sup> Street, Suite 301  Miami, FL 33166-7903  Phone: (305) 592-7642; Fax: (305) 592-6737</p> <p>Legal Aid Society of the Dade County Bar  Association  123 NW First Avenue, 3rd Floor, Miami, FL  33128  Phone: (305) 579-5733; Fax: (305) 372-7693</p> <p>Legal Services of Greater Miami  3000 Biscayne Boulevard, Suite 500  Miami, FL 33137-4129  Phone: 305-576-0080 TDD: 305-573-1578  Fax: 305-573-5800  Office Website: <a href="http://www.lsgmi.org">www.lsgmi.org</a></p>
DeSoto	<p>Florida Rural Legal Services  3210 Cleveland Avenue, P.O. Box 219</p>

Ft. Myers, FL 33902-0219  
Phone: (239) 334-4454, (Clients Only)  
(800) 476-8937  
Fax: (239) 334-3042  
Office Website: [www.frls.org](http://www.frls.org)

Dixie

Three Rivers Legal Services  
P.O. Drawer 3067, 334 NW Lake City Avenue,  
Lake City, Florida 32056-3067  
Phone: 386-752-5960; Fax: 386-752-5999  
Office Email & Website: [www.trls.org](http://www.trls.org)

Duval

Jacksonville Area Legal Aid  
126 W. Adams Street, Jacksonville, FL  
32202-3849  
Phone: (904) 356-8371; Fax: (904) 356-8285  
Office Web Site: [www.jaxlegalaid.org](http://www.jaxlegalaid.org)

Escambia

**Northwest Florida Legal Services**  
**701 South J Street, Pensacola, FL 32501**  
**Phone: (850) 432-2336; Fax: (850) 434-1297**

Legal Services of North Florida  
118 South Baylen Street, Pensacola, FL 32501  
Phone: (850) 432-8222; Fax: (850) 432-2329

Flager

Community Legal Services of Mid Florida  
216 S. 6<sup>th</sup> Street, Palatka, FL 32177-4607  
Phone: (386) 328-8361/2; (386) 328-8598;  
(386) 328-8072 Fax: (386) 328-0917/8121  
Modem; \*Toll Free: 866-886-1799

Franklin

Legal Services of North Florida  
2119 Delta Boulevard, Tallahassee, FL 32303  
Phone: (850) 385-9007; Fax (Admin.): (850) 205-6540  
Fax (Delivery Staff): (850) 385-7603  
Email & Website: [lsnf@aol.com](mailto:lsnf@aol.com) & [www.LSNF.org](http://www.LSNF.org)

Gadsden

Legal Services of North Florida  
8 West Jefferson Street, Suite 200,  
Quincy, FL 32351  
Phone: (850) 875-9881; Fax: (850) 875-2008

Gilchrist

Three Rivers Legal Services  
901 NW 8<sup>th</sup> Ave, Ste D-5, Gainesville, FL 32601  
Phone: 352-372-0519; Fax: 352-375-1631  
Office Email & Website: [www.trls.org](http://www.trls.org)

Glades

Florida Rural Legal Services  
3210 Cleveland Avenue, P.O. Box 219

Ft. Myers, FL 33902-0219  
Phone: (239) 334-4454, (Clients Only) (800) 476-8937  
Fax: (239) 334-3042  
Office Website: [www.frls.org](http://www.frls.org)

Gulf

Legal Services of North Florida  
221 East 11<sup>th</sup> Street; Panama City, FL 32405  
Phone: (850) 769-3581; Fax: (850) 785-2041

Hamilton

Three Rivers Legal Services  
P.O. Drawer 3067, 334 NW Lake City Avenue,  
Lake City, Florida 32056-3067  
Phone: 386-752-5960; Fax: 386-752-5999  
Office Email & Website: [www.trls.org](http://www.trls.org)

Hardee

**Florida Rural Legal Services**  
**963 E. Memorial Boulevard (33801),**  
**P.O. Box 24688; Lakeland, FL 33802-4688**  
**Phone: (863) 688-7376 800-277-7680**  
**Fax: (863) 683-7969**  
**Office Website: [www.frls.org](http://www.frls.org)**

Heart of Florida Legal Services  
510 South Broadway Avenue, Suite 2  
Bartow, Florida 33830  
Phone: (863) 519-5663; Fax: (863) 519-5674

Hendry

Florida Rural Legal Services  
3210 Cleveland Avenue, P.O. Box 219  
Ft. Myers, FL 33902-0219  
Phone: (239) 334-4454, (800) 476-8937  
Fax: (239) 334-3042  
Office Website: [www.frls.org](http://www.frls.org)

Hernando

Community Legal Services of Mid-Florida  
51 West Fort Dade Avenue  
Brooksville, FL 34601-2503  
(352) 796-7238; (352) 796-6568 Fax

Highlands

**Florida Rural Legal Services**  
**963 E. Memorial Boulevard (33801)**  
**P.O. Box 24688**  
**Lakeland, FL 33802-4688**  
**Phone: (863) 688-7376 800-277-7680**  
**Fax: (863) 683-7969**  
**Office Website: [www.frls.org](http://www.frls.org)**

Heart of Florida Legal Services  
510 South Broadway Avenue, Suite 2  
Bartow, Florida 33830

Phone: (863) 519-5663; Fax: (863) 519-5674

Hillsborough

Bay Area Legal Services  
Riverbrook Professional Center  
829 W. Martin Luther King Blvd., Suite 200  
Tampa, FL 33603  
Phone: (813) 232-1343; Fax: (813) 232-1403

Holmes

Legal Services of North Florida  
221 East 11<sup>th</sup> Street, Panama City, FL 32405  
Phone: (850) 769-3581; Fax: (850) 785-2041

Indian River

Florida Rural Legal Services  
200 South Indian River Drive, Suite 101 (34950)  
P.O. Box 4333  
Ft. Pierce, FL 34948  
Phone: (772) 466-4766 (toll free) (888) 582-3410  
Fax: (772) 489-3176  
Office Website: [www.frls.org](http://www.frls.org)

Jackson

Legal Services of North Florida  
221 East 23<sup>rd</sup> Street, Suite B,  
Panama City, FL 32405  
Phone: (850) 769-3581; Fax: (850) 785-2041

Jefferson

Legal Services of North Florida  
2119 Delta Boulevard, Tallahassee, FL 32303  
Phone: (850) 385-9007; Fax (Admin.): (850) 205-6540  
Fax (Delivery Staff): (850) 385-7603  
Email & Website: [lsnf@aol.com](mailto:lsnf@aol.com) & [www.LSNF.org](http://www.LSNF.org)

Lafayette

Three Rivers Legal Services  
P.O. Drawer 3067, 334 NW Lake City Avenue,  
Lake City, Florida 32056-3067  
Phone: 386-752-5960; Fax: 386-752-5999  
Office Email & Website: [www.trls.org](http://www.trls.org)

Lake

**Community Legal Services of Mid-Florida**  
**226 West Main Street, Tavares, FL 32778**  
**(352) 343-0815; (352) 343-8853 Fax**

Legal Aid Society of the Orange  
100 East Robinson Street, Orlando, FL 32801-1694

County Bar Association  
Immigration  
Phone: 407-841-8310; Fax - General: 407-648-9240  
Fax - Intake & Referral: 407-843-9713  
Office Email & Website: [info@legalaidocba.org](mailto:info@legalaidocba.org);



Lee

**Florida Rural Legal Services**  
**3210 Cleveland Avenue, P.O. Box 219**  
**Ft. Myers, FL 33902-0219**  
**Phone: (239) 334-4454, (800) 476-8937**  
**Fax: (239) 334-3042**  
**Office Website: [www.frls.org](http://www.frls.org)**

Lee County Legal Aid Society

2211 Peck Street(33901), P.O. Box 9205  
Fort Myers, Florida 33902-9205  
Phone: (239) 334-6118; Fax: (239) 334-4305  
[LCLASLAW2@earthlink.net](mailto:LCLASLAW2@earthlink.net)

Leon

**Legal Services of North Florida**  
**2119 Delta Boulevard, Tallahassee, FL 32303**  
Phone: (850) 385-9007; Fax (Admin.): (850) 205-6540  
**Fax (Delivery Staff): (850) 385-7603**  
**Email & Website: [lsnf@aol.com](mailto:lsnf@aol.com) & [www.LSNF.org](http://www.LSNF.org)**

Legal Aid Foundation of the Tallahassee Bar  
Leon County Courthouse  
301 South Monroe Street, Room 443A  
Tallahassee, FL 32301  
Phone: (850) 222-3004; Fax: (850) 222-3864

Levy

Three Rivers Legal Services  
901 NW 8<sup>th</sup> Ave, Ste D-5, Gainesville, FL 32601  
Phone: 352-372-0519; Fax: 352-375-1631  
Office Email & Website: [www.trls.org](http://www.trls.org)

Liberty

Legal Services of North Florida  
8 West Jefferson Street, Suite 200  
Quincy, FL 32351  
Phone: (850) 875-9881; Fax: (850) 875-2008

Madison

Three Rivers Legal Services  
P.O. Drawer 3067, 334 NW Lake City Avenue,  
Lake City, Florida 32056-3067  
Phone: 386-752-5960; Fax: 386-752-5999  
Office Email & Website: [www.trls.org](http://www.trls.org)

Manatee

**Gulf Coast Legal Services**  
**430 - 12<sup>th</sup> Street West**  
**Bradenton, Florida 34205**  
**Phone: 941-746-6151; Fax: 941-746-3661**  
**Email & Website: [www.gulfcoastlegal.org](http://www.gulfcoastlegal.org)**

Legal Aid Manasota  
1900 Main Street, Suite 302, Sarasota, FL 34236  
Phone: 941-366-0038; Fax: 941-364-8855

**Marion**  
**Community Legal Services of Mid-Florida**  
**222 SW Broadway Street, Ocala, FL 34474**  
**(352) 629-0105; (352) 629-8877 Fax**  
  
 Legal Advocacy Center of Central Florida  
 222 SW Broadway Street, Ocala, FL 34474-4140  
 (352) 629-0105; (352) 629-8877 Fax

**Martin**  
 Florida Rural Legal Services  
 200 South Indian River Drive, Suite 101 (34950)  
 P.O. Box 4333, Ft. Pierce, FL 34948  
 Phone: (772) 466-4766 (toll free) (888) 582-3410  
 Fax: (772) 489-3176  
 Office Website: [www.frls.org](http://www.frls.org)

**Monroe**  
 Legal Services of the Florida Keys  
 600 White Street, Key West, FL 33040  
 Phone: 305-292-3566; TDD: 305-292-9772;  
 Fax: 305-295-3622  
 Office Website: [www.lsgmi.org](http://www.lsgmi.org)

**Nassau**  
 Jacksonville Area Legal Aid  
 126 W. Adams Street, Jacksonville, FL 32202  
 Phone: (904) 356-8371; Fax: (904) 356-8285  
 Office Web Site: [www.jaxlegalaid.org](http://www.jaxlegalaid.org)

**Okaloosa**  
 Legal Services of North Florida  
 133 Staff Drive, Suite B,  
 Ft. Walton Beach, FL 32548  
 Phone: (850) 862-3279; Fax: (850) 862-6327

**Okeechobee**  
 Florida Rural Legal Services  
 200 South Indian River Drive, Suite 101 (34950)  
 P.O. Box 4333, Ft. Pierce, FL 34948  
 Phone: (772) 466-4766 (toll free) (888) 582-3410  
 Fax: (772) 489-3176  
 Office Website: [www.frls.org](http://www.frls.org)

**Orange**  
 Community Legal Services of Mid-Florida  
 1036 West Amelia Street, Orlando, FL 32805  
 (407) 841-7777; (407) 246-1661 Fax  
  
 Legal Aid Society of the Orange  
 100 East Robinson Street, Orlando, FL 32801-1694  
 Phone: 407-841-8310; Fax/General: 407-648-9240  
 Fax/Intake & Referral: 407-843-9713  
 Office Email & Website: [info@legalaidocba.org](mailto:info@legalaidocba.org);

Osceola

**Community Legal Services of Mid-Florida**  
**800 North Main Street, Kissimmee, FL 34744**  
**(407) 847-0053; (407) 847-4866 Fax**

Legal Aid Society of the Orange County Bar  
Immigration  
100 East Robinson Street, Orlando, FL 32801  
Phone: 407-841-8310; Fax/General: 407-648-9240  
Fax/Intake & Referral: 407-843-9713  
Office Email & Website: [info@legalaidocba.org](mailto:info@legalaidocba.org);  
[www.legalaidocba.org](http://www.legalaidocba.org)

Palm Beach

Florida Rural Legal Services  
423 Fern Street, Suite 220 (33401)  
P.O. Box 3623, West Palm Beach, FL 33402  
Phone: (561) 820-8902, (800) 284-4588  
Office Website: [www.frls.org](http://www.frls.org)

Legal Aid Society of Palm Beach County  
423 Fern Street, Suite 200  
West Palm Beach, FL 33401-5694  
Phone: (561) 655-8944; Fax (561) 655-5269  
Office Email: [info@legalaidpbc.org](mailto:info@legalaidpbc.org)  
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Pasco

Bay Area Legal Services  
8406 Massachusetts Avenue, Suite B-2  
New Port Richey, FL  
Phone: (727) 847-5494; Fax: (727) 754-6373

37718 Meridian Avenue, Dade City, FL 33525  
Phone: 352-567-9044; Fax: 352-567-0681

Pinellas

**Gulf Coast Legal Services**  
**641 First Street South St. Petersburg, FL**  
**33731**  
**Phone: 727-821-0726; Fax: 727-821-3340**  
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Bay Area Legal Services-West  
2600 Dr. Martin Luther King Street, Suite 401  
St. Petersburg, FL 33704-2744  
Phone: (727) 490-4040 ; Fax: (727) 490-4045  
Community Law Program  
501 First Avenue North, Room 512  
St. Petersburg, FL 33701  
Phone: (727) 582-7402; Fax: (727) 582-7267  
Office Email: [clp@lawprogram.org](mailto:clp@lawprogram.org)

Polk

Florida Rural Legal Services

963 E. Memorial Boulevard (33801),  
P.O. Box 24688  
Lakeland, FL 33802-4688  
Phone: (863) 688-7376 800-277-7680  
Fax: (863) 683-7969  
Office Website: [www.frls.org](http://www.frls.org)

Heart of Florida Legal Aid Society  
510 South Broadway Avenue, Suite 2  
Bartow, Florida 33830  
Phone: (863) 519-5663; Fax: (863) 519-5674

Legal Aid Society of the Orange  
100 East Robinson Street  
Orlando, FL 32801-1694

County Bar Association, Immigration  
Phone: 407-841-8310; Fax: 407-648 9240;  
Office Email & Website: [info@legalaidocba.org](mailto:info@legalaidocba.org);

Putnam

Community Legal Services of Mid-Florida  
216 S. 6<sup>th</sup> Street, Palatka, FL 32177-4607  
Phone: (386) 328-8361/2; (386) 328-8598;  
(386) 328-8072; Fax: (386) 328-0917/8121  
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St. Johns

Jacksonville Area Legal Aid  
222 San Marco Ave., St. Augustine, FL 32084  
Phone: 904-827-9921; Fax: 904-827-9978  
Office Web Site: [www.jaxlegalaid.org](http://www.jaxlegalaid.org)

St. Lucie

Florida Rural Legal Services  
200 South Indian River Drive, Suite 101 (34950)  
P.O. Box 4333, Ft. Pierce, FL 34948  
Phone: (772) 466-4766 (toll free) (888) 582-3410  
Fax: (772) 489-3176  
Office Website: [www.frls.org](http://www.frls.org)

Santa Rosa

Legal Services of North Florida  
118 South Baylen Street, Pensacola, FL 32501  
Phone: (850) 432-8222; Fax: (850) 432-2329

**Northwest Florida Legal Services**  
**701 South J Street, Pensacola, FL 32501**  
**Phone: (850) 432-2336 Fax: (850) 434-1297**

Sarasota

Gulf Coast Legal Services  
Glasser-Schoenbaum Human Services Center  
1750 - 17<sup>th</sup> Street, Unit I, Sarasota, FL 34234  
Phone: 941-366-1746; Fax: 941-366-2314

Office Email & Website: [www.gulfcoastlegal.org](http://www.gulfcoastlegal.org)

Legal Aid of Manasota  
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Phone: 941-366-0038; Fax: 941-364-8855

Seminole

Community Legal Services of Mid-Florida  
315 Magnolia Avenue, Sanford, FL 32771-1915  
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Seminole County Bar Association Legal Aid  
Society  
101 West Palmetto Avenue, Longwood, FL 32750  
Phone: (407) 834-1660; Fax: (407) 260-6952

Sumter

Community Legal Services of Mid-Florida  
1300 Highway 41 North, Suite A  
Inverness, FL 34450-3984  
Citrus: (352) 726-8512; Fax (352) 726-0177

Suwannee

Three Rivers Legal Services  
P.O. Drawer 3067, 334 NW Lake City Avenue  
Lake City, Florida 32056-3067  
Phone: 386-752-5960; Fax: 386-752-5999  
Office Email & Website: [www.trls.org](http://www.trls.org)

Taylor

Three Rivers Legal Services  
P.O. Drawer 3067, 334 NW Lake City Avenue,  
Lake City, Florida 32056-3067  
Phone: 386-752-5960; Fax: 386-752-5999  
Office Email & Website: [www.trls.org](http://www.trls.org)

Union

Three Rivers Legal Services  
901 NW 8<sup>th</sup> Ave, Ste D-5  
Gainesville, FL 32601  
Phone: 352-372-0519; Fax: 352-375-1631  
Office Email & Website: [www.trls.org](http://www.trls.org)

Volusia

Community Legal Services of Mid-Florida  
128-A Orange Avenue, Daytona, FL 32114-4310  
(386) 255-6573/5/6; (386) 255-7276; (386) 255-  
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(888) 379-4729; (386) 248-0142 Modem (386) 255-  
2290

Wakulla

Legal Services of North Florida  
2119 Delta Boulevard, Tallahassee, FL 32303  
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**Walton**

Legal Services of North Florida  
133 Staff Drive, Suite B,  
Ft. Walton Beach, FL 32548  
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**Washington**

Legal Services of North Florida  
221 East 11<sup>th</sup> Street, Panama City, FL 32405  
Phone: (850) 769-3581; Fax: (850) 785-2041

Florida Legal Services [State Support]  
2121 Delta Blvd., Tallahassee, FL 32303  
Phone: (850) 385-7900; Fax: (850) 385-9998  
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## **Appendix 6**

### **Landlord-tenant statutes**

#### **RESIDENTIAL TENANCIES**

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**83.40 Short title.**--This part shall be known as the "Florida Residential Landlord and Tenant Act."

**History.**--s. 2, ch. 73-330.

**83.41 Application.**--This part applies to the rental of a dwelling unit.

**History.**--s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

**83.42 Exclusions from application of part.**--This part does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services.

- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
- (4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
- (5) Occupancy by an owner of a condominium unit.

**History.**--s. 2, ch. 73-330.

**83.43 Definitions.**--As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
  - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
  - (b) A mobile home rented by a tenant.
  - (c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- (3) "Landlord" means the owner or lessor of a dwelling unit.
- (4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.
- (5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
- (6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
- (7) "Rental agreement" means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.
- (8) "Good faith" means honesty in fact in the conduct or transaction concerned.
- (9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
- (10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.



(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.

(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.

(13) "Legal holiday" means holidays observed by the clerk of the court.

(14) "Servicemember" shall have the same meaning as provided in s. 250.01.

(15) "Active duty" shall have the same meaning as provided in s. 250.01.

(16) "State active duty" shall have the same meaning as provided in s. 250.01.

**History.**--s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72.

**83.44 Obligation of good faith.**--Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

**History.**--s. 2, ch. 73-330.

**83.45 Unconscionable rental agreement or provision.**--

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

**History.**--s. 2, ch. 73-330.

**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.

**History.**--s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

**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.

**History.**--s. 2, ch. 73-330.

**83.48 Attorney's fees.**--In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the nonprevailing party.

**History.**--s. 2, ch. 73-330; s. 4, ch. 83-151.

**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.

**History.**--s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2,

ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164.

**Note.**--Former s. 83.261.

### **83.50 Disclosure.**--

(1) The landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

(2) The landlord or the landlord's authorized representative, upon completion of construction of a building exceeding three stories in height and containing dwelling units, shall disclose to the tenants initially moving into the building the availability or lack of availability of fire protection.

**History.**--s. 2, ch. 73-330; s. 443, ch. 95-147.

### **83.51 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.

**History.**--s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95.

**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.

**History.**--s. 2, ch. 73-330; s. 445, ch. 95-147.

**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.

**History.**--s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

**83.535 Flotation bedding system; restrictions on use.**--No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

**History.**--s. 7, ch. 82-66; s. 5, ch. 93-255.

**83.54 Enforcement of rights and duties; civil action.**--Any right or duty declared in this part is enforceable by civil action.

**History.**--s. 2, ch. 73-330.

**83.55 Right of action for damages.**--If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

**History.**--s. 2, ch. 73-330.

**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).

**History.**--s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6.

**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.

**History.**--s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

**83.575 Termination of tenancy with specific duration.**--

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord before vacating the premises at the end of the rental agreement; however, a rental agreement may not require more than 60 days' notice before vacating the premises.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and

the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

**History.**--s. 3, ch. 2003-30; s. 1, ch. 2004-375.

**83.58 Remedies; tenant holding over.**--If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59 [F.S. 1973]. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

**History.**--s. 2, ch. 73-330.

**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; or

(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 shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence.

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

**History.**--s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147.

**83.595 Choice of remedies upon breach by tenant.**--

(1) If the tenant breaches the lease for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

- (a) Treat the lease as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant; or
- (b) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between rental stipulated to be paid under the lease agreement and what, in good faith, the landlord is able to recover from a reletting; or
- (c) Stand by and do nothing, holding the lessee liable for the rent as it comes due.

(2) If the landlord retakes possession of the dwelling unit for the account of the tenant, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rentals received by the landlord as a result of the reletting shall be deducted from the balance of rent due from the tenant. For purposes of this section, "good faith in attempting to relet the premises" means that the landlord shall use at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to lease other similar rental units but does not require the landlord to give a preference in leasing the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent.

**History.**--s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147.

### **83.60 Defenses to action for rent or possession; procedure.--**

(1) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1) [F.S. 1973], or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The defense of a material noncompliance with s. 83.51(1) [F.S. 1973] may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50(1), a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) [F.S. 1973] by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1) [F.S. 1973]. After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent which accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. In the event a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the full rent for which the tenant is responsible pursuant to federal, state, or local program in which they are participating.

**History.**--s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147.

**83.61 Disbursement of funds in registry of court; prompt final hearing.**--When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

**History.**--s. 2, ch. 73-330; s. 2, ch. 74-146.

**83.62 Restoration of possession to landlord.**--

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

**History.**--s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146.

**83.625 Power to award possession and enter money judgment.**--In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

**History.**--s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

**83.63 Casualty damage.**--If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3) [F.S. 1973].

**History.**--s. 2, ch. 73-330; s. 449, ch. 95-147.

**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 servicemember 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.

**History.**--s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72.

### **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 bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember 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, 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 OR ABANDONMENT, AS DEFINED 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 servicemember who is a prospective tenant who has been discriminated against under subsection (3).

**History.**--s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236.

#### **83.681 Orders to enjoin violations of this part.--**

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

**History.**--s. 8, ch. 93-255; s. 451, ch. 95-147.

#### **83.682 Termination of rental agreement by a servicemember.--**

(1) Any servicemember 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 servicemember 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 servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember 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 servicemember's home of record prior to entering active duty or state active duty;

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

(e) The servicemember 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 servicemember 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 servicemember's commanding officer.

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

**History.**--s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

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