

**Special Edition: Legislative Changes for  
Florida Homeowners and Condominium Associations**

Our Legislators have been busy this past session. There are a number of major changes and additions to the Florida Statutes noted above. Several of them are very important as it relates to alternative methods of collecting assessments from delinquent owners who are renting their units or homes and are not paying their assessments. While the process is not simple, it offers some means of collecting other than the normal court process.

Many of the changes are intended to clarify statutes that are already in existence, but which were somewhat ambiguous or unclear. Some are new, such as the issues on collecting rents from tenants. We are also including samples of the letters prepared by Taylor & Carls that are a prerequisite to attempting to collect rents from owners in HOA's and Condominiums. We realize this is an enormous amount of information to digest. This presentation provides the ability to read it over a period of time in the comfort of your home. We hope that if you have any questions, you will ask your Manager or Legal Counsel.

The law firm of TAYLOR & CARLS, P.A. has provided this information for our review and use. We would like to express our appreciation to them for this update and information. These new laws became effective JULY 1, 2010. The eLawyer 2010 Legislative Update, Part I appears below. We will send Part II when it is available. The sample collection letters will follow at the end of this presentation.

**2010 LEGISLATIVE UPDATE - PART I  
GENERAL SUMMARY OF NEW LAWS**

The following is Part I in a series of e-Lawyers which will review and discuss the recent legislative changes contained in Senate Bill 1196 that will affect both Condominium and Homeowners Associations when they take effect on July 1, 2010. This particular e-Lawyer represents a complete summary of all the amendments pertaining to Condominium and Homeowners' Associations, while subsequent e-Lawyers will focus on particular amendments we believe will be of the most interest to Associations.

**NOTE: WE DRAW YOUR PARTICULAR ATTENTION TO THE NEW LEGISLATIVE PROCEDURES WHICH PERMIT BOTH CONDOMINIUM AND HOA ASSOCIATIONS TO COLLECT RENTS FROM DELINQUENT OWNER'S TENANTS. WHILE WE WILL ADDRESS THIS ISSUE MORE FULLY IN A FUTURE E-LAWYER, WE SUGGEST THAT YOU PAY PARTICULAR ATTENTION TO OUR SUMMARY OF THOSE CHANGES WHICH CAN BE FOUND UNDER THE HEADINGS "COLLECTING RENTS FROM TENANTS" (CONDOMINIUMS) AND "HOA REMEDIES FOR OWNER DELINQUENCIES". AS TO IMPLEMENTING A PROCEDURE TO COLLECT SUCH RENTS, PLEASE CONTACT YOUR LEGAL COUNSEL.**

### **Condominium Elevators - Retrofitting Requirements: s. 399.02(8)**

- Starting July 1, 2010, certain updated retrofitting requirements (ASME A17.1 and A17.3) may not be enforced on elevators in condominiums which were issued a certificate of occupancy by the local building authority as of July 1, 2008, for 5 years or until the elevator is replaced or requires major modification, whichever occurs first.
  - This exception does not apply to a building for which a certificate of occupancy was issued after July 1, 2008.
  - This exception does not prevent an elevator owner from requesting a variance for the applicable code before or after the expiration of the five year term.

### **Condominium Fire Alarm Systems: s. 633.0215(13)**

- A condominium building that is less than four stories tall and has a corridor providing an exterior means of egress is exempt from the requirement to install a manual fire alarm system under s. 9.6 of the most recent edition of the Life Safety Code adopted in the Florida Fire Prevention Code.

## **AMENDMENTS TO CHAPTER 718 (Condominiums)**

### **Condominium Declaration Amendments: s. 718.110**

- Restricting Rentals: s. 718.110(13) Any amendment prohibiting unit owners from “renting their units or altering the duration of the rental term or specifying or limiting the number of times unit owners are entitled to rent their units during specified periods” will apply only to owners who consent to the amendment or who acquire their unit after the effective date of the amendment.
- Reclassifying Common Elements: s. 718.110(14) New subsection allows a portion of the common elements serving only one unit or a group of units to be reclassified as a limited common element upon the vote required to amend the declaration.

### **Condominium Insurance: s. 718.111(11)**

- All references to “hazard” insurance were changed to “property” insurance.
- The board is still responsible for establishing the amount of deductibles based upon the level of available funds and predetermined assessment authority. The notice for a board meeting at which a deductible will be established, however, is no longer required to include the proposed deductible, the available funds to meet the deductible, the assessment authority relied upon by the board or an estimation of any potential assessment amount against each unit.
- Language added to clarify that all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit are the responsibility of the unit owner and that insuring these items is also the responsibility of the unit owner.
  - Language added to require that a condominium unit owner’s policy must conform to the requirements of s. 627.714, a new statute requiring specific coverage for residential condominium unit owner policies.
- Language stating that the “association shall require each owner to provide evidence of a currently effective policy of hazard and liability insurance upon request” has been deleted. Also deleted was language allowing the association to purchase a policy on behalf of a unit owner who did not produce requested insurance and language allowing the association to charge the cost of the policy as an assessment.

### **Condominium Official Records: s. 718.111(12)**

- E-Mail Notice: If an owner rescinds his/her consent to receive notice by electronic transmission, the e-mail address and telephone number of that owner must be removed from association records.
- Use of Provided Information: The association is not responsible for the use or misuse of information provided to a member pursuant to a records inspection request, except where the association has a duty to not disclose such information.
- Liability as to Accounting Records: Limits the liability of destroying or failing to create required accounting records, to instances where there is an intent to cause harm to the association or one or more of its members.
- Inaccessible Records: Adds new categories of records which are not accessible to unit owners, including:
  - Personnel records of association employees, including, but not limited to, disciplinary, payroll, health, and insurance records;
  - Owners' e-mail addresses, telephone numbers, emergency contact information, any addresses for an owner other than as provided to fulfill notice requirements, and other personal identifying information excluding the person's name, unit designation, mailing address, and property address (social security numbers, driver's license numbers, and credit card numbers are still also not accessible);
  - Any electronic security measure that is used by the association to safeguard data, including passwords.
  - Software and operating systems used by the association which allows manipulation of data even if the owner owns a copy of the same software. The data, itself, however, is part of the official records of the association.

### **Condominium Financial Reporting Requirements: s. 718.111(13)**

- As to the type of financial reports which must be prepared, an association with total annual revenues of less than \$100,000, or, where an association operates fewer than 75 units (this number was previously 50 units) regardless of the amount of revenues, must only prepare a report of cash receipts and expenditures.

### **Condominium Board Elections/Qualifications: s. 718.112(2)(d)**

- Insufficient Number Running: If the number of board members whose terms have expired exceeds the number of eligible members showing interest in or demonstrating an intention to run for the vacant positions, each board member whose term has expired is **eligible** for reappointment to the board and need not stand for reelection. Previously, board members would be automatically reappointed to the board.
- Co-owners: Co-owners of a unit may not serve as members of the board simultaneously unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board.
- Monetary Delinquency: A person who is delinquent in the payment of any fee, fine, or special or regular assessment is not eligible for board membership.
- Candidate Certification Form: The pre-election requirement of a candidate certification form has been removed. Instead, there is now a requirement that within 90 days after being elected or appointed to the board, each newly elected or appointed director shall certify in writing that he/she has (a) read the governing documents and current written policies; (b) that he/she will work to uphold such documents and policies to the best of his/her ability; and (c) that he/she will faithfully discharge his/her fiduciary responsibility to the association's members.
  - In lieu of this new written certification, the director may submit a certificate of satisfactory completion of the education curriculum administered by a division approved condominium education provider.

- A director who fails to timely file the written certification or educational certificate is suspended until completing the requirement.
- The board may temporarily fill the vacant position during the period of suspension.
- The association must retain the written certification or educational certificate for inspection by the members for 5 years after the director's election. However, failure to have such written certification or educational certificate does not affect the validity of any board action.
- Abandonment of Office: A director or officer more than 90 days delinquent in the payment of any monetary obligation due to the association shall be deemed to have abandoned the office, creating a vacancy.

**Condominium Fire Sprinklers - Retrofitting: s. 718.112(2)(l)**

- A condominium is not required to retrofit the common elements, association property or units with a fire sprinkler system in a building that has been certified for occupancy, if the unit owners have voted to forego such retrofitting by the affirmative vote of a **majority** of all voting interests in the affected condominium.
  - The vote to forego retrofitting in a high rise building (greater than 75 feet) may now include the "common areas," meaning any enclosed hallway, corridor, lobby, stairwell, or entryway.
  - The association may not provide electronic notice of a meeting held to opt out of retrofitting requirements.
- The retrofitting deadline has been extended from 2014 to 2019.
  - By December 31, 2016, an association that is not in compliance with the retrofitting requirements and has not voted to forego retrofitting, must initiate an application for a building permit for the required installation, demonstrating that compliance will be achieved by December 31, 2019.
- If there has been a previous vote to forego retrofitting, a new vote to require retrofitting may be called for by a petition signed by 10% of the voting interests. Such a vote may only be called once every 3 years.

**Generators for Elevators: s. 718.112(2)(l)4**

- A condominium may not be obligated to, and may forego the retrofitting of, any improvements required by s. 553.509(2) upon an affirmative vote of a majority of the voting interests in the affected condominium. 553.509 outlines requirements for having alternate sources of power available to keep elevators and other essential amenities working in emergency situations.

**Bulk Cable, Telephone and Internet Contracts: s. 718.115(1)(d)**

- An association may enter into a bulk-rate contract for communications services, as expansively defined in chapter 202, or information or internet services without owner approval, and the costs of those services will be allocated as a common expense.

**First Mortgagee Liability: s. 718.116**

- The liability of a first mortgagee who acquires title to a unit by foreclosure or a deed in lieu of foreclosure for unpaid common expenses and regular assessments due prior to acquisition of title, is now the lesser of 12 months or 1% of the original mortgage debt rather than the lesser of 6 months or 1% of the original mortgage debt.

**Collecting Rents from Tenants: s. 718.116(11)**

- If a unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the future monetary obligations related to the unit (in other words, demand that the tenant pay his/her rent to the association).

- Once the association makes a written demand, the tenant must make such payments to the association.
- Once a demand is made by the association, it is continuing in nature meaning that the tenant must continue to pay the association until the association releases the tenant or the tenant discontinues tenancy.
- The association must also mail a written notice to the unit owner of the association's demand that the tenant pay monetary obligations to the association.
- The association shall, upon request, provide the tenant with written receipts for payments made.
- A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner.
- If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent.
- The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due.
- The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord.
- The tenant's landlord shall provide the tenant a credit against rents due to the unit owner in the amount of monies paid to the association under this section.
- The association may sue for eviction, as if the association were a landlord, if the tenant fails to pay a monetary obligation.
- By virtue of such payments to the association, the tenant does not acquire any rights to vote in any election or to examine the books and records of the association.

**Condominium Termination: s. 718.117(2)(a)**

- Allows for termination if the total estimated cost of construction necessary to construct the intended improvements exceeds the combined fair market value of the units after construction is complete.

**Condominium Creation Subsequent to Termination: s. 718.117(19)**

- Language amended to clarify that the termination of a condominium does not prohibit the filing of a declaration of condominium or an amended and restated declaration of condominium over any portion of the same property which was part of the termination.

**Rights and Obligations of Developers - Condominium Sales or Reservation Deposits Prior to Closing: s. 718.202(11)**

- Creates a new subsection requiring escrow agents to maintain separate accounting records for amounts paid by a buyer up to 10% of the sale price and over 10% of the sale price and amounts over 10% of the sale price which are released to the developer for construction purposes. These amounts may be kept in one escrow account, however.

**Turnover of Condominium: s. 718.301(1)(f)**

- Adds new language to 718.301(1)(f) providing that unit owners, other than the developer, are entitled to elect a majority of the Board when a receiver is appointed by a circuit court and is not discharged within 30 days after appointment, unless the court determines that transfer of control would be detrimental to the association or its members.

### **Remedies for Delinquencies: s. 718.303**

- Suspension of Use Rights: If a unit owner is delinquent for more than 90 days in paying a monetary obligation due the association, an association may suspend, until such monetary obligation is paid, the right of the unit owner, occupant, invitee, or licensee to use common elements and facilities or any other association property.
  - Such a suspension may not apply, however, to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators.
- Notice and Hearing Requirements: The 14 days written notice and opportunity for a hearing requirements do not apply to the imposition of suspensions or fines against a unit owner, occupant, invitee, or licensee, because of failing to pay any amounts due the association. Instead, the fine or suspension may be imposed at a properly noticed board meeting after which the association must notify the unit owner and if applicable, occupant, licensee or invitee, by mail or hand delivery.
- Suspension of Voting Rights: An association may suspend the voting rights of a member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.
- Fining: Fines still may not become a lien against a unit.

### **Distressed Condominium Relief Act: ss. 718.701 - 718.708**

- An entirely new Part VII of chapter 718 was added to encourage the bulk purchasing of condominium units (more than 7 units) and thereby decrease some of the economic stress being experienced by condominiums at this time. Part VII attempts to do this by limiting the successor developer liabilities which would normally attach to a buyer or foreclosing mortgagee acquiring multiple condominium units. The application of this Act is limited to those parcels acquired before July 1, 2012.

### **AMENDMENTS TO CHAPTER 720 (Homeowners' Associations)**

#### **HOA Board of Directors: ss. 720.303 and 720.306**

- Closed Board Meetings: Meetings between the board or a committee and the association's attorney to discuss proposed or pending litigation are not required to be open to the members other than directors. (s. 720.303(2)(b))
- Compensation: Directors are prohibited from receiving any salary or compensation from the association for the performance of duties as a director, officer or committee member except in certain circumstances such as reimbursement for out-of-pocket expenses, compensation authorized by the governing documents, compensation authorized in advance by majority of the members, etc. (s. 720.303(12))
- Board Vacancy Prior to Expiration of Term: Unless otherwise provided in the Bylaws, a vacancy occurring on the board before the expiration of the term may be filled by an affirmative vote of the majority of the remaining directors or the board may hold an election. (s. 720.306(9))

#### **HOA Elections: s. 720.306**

- Secret Ballots: If the governing documents permit voting by secret ballot by members not in attendance at the members' election meeting, the two envelope system must be used (similar to condominium secret ballot voting). (s. 720.306(8)(b))
- Nominating Oneself as Candidate: In addition to a member nominating himself or herself as a candidate for the board at the election meeting, if the election process allows voting by absentee ballot, a member may now nominate himself or herself in advance of the balloting. (s. 720.306(9))

### **HOA Official Records: s. 720.303(5)**

- Failure to Provide Access: If the association fails to provide access to the official records within 10 business days after receipt of a written request submitted by certified mail, return receipt requested, this creates a rebuttable presumption that the association willfully failed to provide access. (s. 720.303(5)(a))
- Copying Costs: The association may charge owners for association management company personnel fees and also at an hourly rate for outside vendor or management company employee time to cover administrative costs associated with copying records. (s. 720.303(5)(c))
- Inaccessible Records: Adds more types of records which are now not accessible to members or owners, including:
  - Personnel records;
  - Owners' social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses for an owner other than as provided for notice requirements, and other personal identifying information excluding the person's name, parcel designation, mailing address, and property address;
  - Association computer security data, including passwords and software and operating systems. The data on the software and operating systems, though, is part of the official records. (s. 720.303(5)(c))

### **HOA Budgets - Reserve Accounts: s. 720.303(6)**

- New language added to more fully distinguish between statutory reserves (those reserves initially established by the developer or created by a membership vote) and nonstatutory/voluntary reserves (accounts designated for deferred expenditures but not created or established like a statutory reserve).

### **HOA Flagpoles and Flag Displays: s. 720.304(2)(b)**

- Flagpoles and flag displays are subject to all building codes, zoning setbacks, and other applicable government regulations, including noise and lighting ordinances as well as all setback and locational criteria contained in the governing documents.

### **HOA Remedies for Owner Delinquencies: ss. 720.305(2) and 720.3085(8)**

- Levying of Fines and Suspension of Use Rights: s. 720.305(2)
  - If a member is delinquent for more than 90 days in paying a monetary obligation due the association, an association may suspend, until such monetary obligation is paid, the right of the member, tenant, etc. to use common areas and facilities except for those areas that must be used to provide access to the parcel or utility services. The association may also levy a reasonable fine up to \$100 per violation against any member, tenant, guest or invitee.
  - Fines of less than \$1,000 may not become a lien against the parcel.
  - Written notice of a fine or suspension must be provided to the parcel owner and, if applicable, to the tenant, licensee, or invitee, by mail or by hand delivery.
- Collecting Rents from Tenants: s. 720.3085(8)
  - If a parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the association may demand that the tenant pay to the association the future monetary obligations related to the parcel (in other words, demand that the tenant pay his/her rent to the association).
  - Once a demand is made by the association, it is continuing in nature meaning that the tenant must continue to pay the association until the association releases the tenant or the tenant discontinues tenancy.
  - A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the parcel owner.

- If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent.
- The association shall, upon request, provide the tenant with written receipts for payments made.
- The association shall also mail a written notice to the parcel owner of the association's demand that the tenant pay monetary obligations to the association.
- The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due.
- Tenant shall be given a credit against rents due to the parcel owner in the amount of assessments paid to the association.
- The association may sue for eviction, as if the association were the landlord, if the tenant fails to pay a monetary obligation.
- By virtue of such payments to the association, the tenant does not acquire any rights to vote in any election or to examine the books and records of the association.

#### **HOA Rights to Enter into Leaseholds, Club Memberships, etc: s. 720.31(6)**

- Added to clarify existing law, this new section provides that an association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, and other recreational facilities.
  - Does not matter if lands or facilities are contiguous to the community or whether such lands or facilities are intended to provide enjoyment, recreation or other use or benefit to the owners.
  - All leaseholds, memberships and other possessory or use interests existing or created at the time of recording the declaration must be stated and fully described in the declaration.
  - Such agreements not entered within 12 months of the recording of the declaration, may be entered only if authorized by the declaration as a material alteration or substantial addition to the common areas or association property. If the declaration is silent, any such transaction requires approval of 75% of the total voting interests of the association.

#### **HOA - Special Assessments Prior to Turnover: s. 720.315**

- A new section was added to specifically provide that prior to turnover, the developer controlled board may not levy a special assessment unless a majority of the parcel owners other than the developer have approved the special assessment by a majority vote at a duly called special meeting of the membership at which a quorum is present.

#### **MISCELLANEOUS AMENDMENTS**

##### **Corporations Not-for-Profit: ss. 617.0721, 617.0808, 617,1606**

- Amendments made in these sections changing the applicability of certain provisions to condominium and homeowners' associations.

##### **DIRECT PAYMENT OF RENT TO ASSOCIATIONS FROM TENANTS OF DELINQUENT OWNERS**

Effective July 1, 2010, Florida Statutes 718.116(11) (Condominium Associations) and 720.3085(8) (Homeowners Associations) now provide associations with a new tool to collect delinquent assessments.

If a condominium unit or single family dwelling is occupied by a tenant and the owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the future monetary obligations related to the unit/dwelling (in other words, demand that the tenant pay his/her rent to the association).

- Once the association makes a written demand, the tenant must make such payments to the association.
- Once a demand is made by the association, it is continuing in nature meaning that the tenant must continue to pay the association until the association releases the tenant in writing or the tenant discontinues the tenancy.
- The association must also mail to the owner a written notice of the association's demand that the tenant pay rent to the association. The association shall, upon request, provide the tenant with written receipts for payments made.
- A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the owner.
- If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence to the association of paying the rent within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent.
- The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due.
- The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord.
- The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of monies paid to the association under this section.
- The association may sue for eviction, as if the association were a landlord, if the tenant fails to pay rent to the association.
- By virtue of such payments to the association, the tenant does not acquire any rights to vote in any election or to examine the books and records of the association.

### **Procedures to Implement Direct Payment**

Because using direct rent payment to collect delinquent amounts is optional, the association board must notice a meeting and vote to utilize this procedure. The association must then identify those delinquent owners whose unit/dwelling is currently occupied by a tenant. Ideally, if your governing documents give the association the ability to either approve rentals, or require submission of a copy of all leases, you already have that information, and possibly the amount of the monthly rental. Once you have compiled the list of units/dwellings subject to the new procedure, you must send a written notice to the tenant to pay the rent directly to the association. Please note that a copy of the notice must also be mailed to the dwelling owner/landlord. If you need assistance in the drafting of a notice to tenant which complies with the statutory requirements, Taylor & Carls, P.A. will prepare a notice for your association. Your association can then utilize this form for subsequent notices it wishes to send.

Once your demand has been sent, please note the following:

- If the tenant requests, you must be prepared to provide a written receipt for payments made.
- The tenant is only liable to pay rent to the association up to the amount owed by the owner to the association. Therefore, when the debt to the association is paid in full, either through application of the rent or through other sources, you must notify the tenant in writing to stop forwarding the rental payments. If the tenant provides written evidence to you within 14 days after receiving the notice that the tenant has already prepaid some rent, you must give the tenant credit for the prepaid rent.

- If, in a given month, or other rental period, the amount owed to the association is less than the amount of rent paid by the tenant to the landlord, the tenant should send the portion of the rent not paid to the association to the landlord. If this situation arises immediately after the association has increased the amount due from the owner, the association must notify the tenant of the increased amount at least 10 days before the rent is due. This should be a rare occurrence, as in most cases the amount due each month will exceed the amount of rent.

Finally, the remedy provided in the Statute if the tenant fails to pay the rent directly to the association is an eviction by the association.

### **Eviction**

Residential eviction is regulated by Florida Statute Chapter 83. Its procedures and time periods must be strictly followed.

The firm of Taylor & Carls, P.A., with offices located in Altamonte Springs, Clearwater and Palm Coast, Florida, was founded in 1981 and has practiced in the area of community association law since that date. This edition was prepared by Sara K. Wilson, Esq. of Taylor & Carls, P.A. **The information contained in The Association e-Lawyer should not be acted upon without professional legal advice. The opinions expressed herein are as of the date hereof, and this law firm undertakes no obligation to advise the Association of subsequent changes in the law.** The firm can be reached Toll Free at 1-800-395-6235 or locally at 407-660-1040.

**HOMEOWNERS ASSOCIATION LETTER:**  
**Prepared by Taylor & Carls, P.A.**  
**For more information please contact (407) 660-1040.**

DATE:

TO: Tenant of

\_\_\_\_\_ (Address of Dwelling)

\_\_\_\_\_  
\_\_\_\_\_

**RE: NOTICE TO PAY RENT DIRECTLY TO ASSOCIATION**

Dear Tenant:

As authorized by Florida Statute Section 720.3085(8), the \_\_\_\_\_ (Homeowners Association) demands that you, as tenant of \_\_\_\_\_ (lot address), pay all future rent directly to the Association, effective immediately. Your rent payment should be mailed to the Association at

\_\_\_\_\_.

You must make each rental payment to the Association at the address stated above, and not to your landlord, at the time it normally comes due to your landlord (the owner of the dwelling). Please reference the name of your landlord and the address of the unit on your payment for proper processing.

[OPTIONAL: If your next rent payment is more than \_\_\_\_\_ (the total amount owed to the Association), you must pay \_\_\_\_\_ to the Association, and the rest of the rent to your landlord.]

**SHOULD YOU FAIL TO PAY THE RENT TO THE ASSOCIATION, THE ASSOCIATION WILL BEGIN EVICTION PROCEEDINGS TO REMOVE YOU FROM THE UNIT.**

When you pay the rent to the Association, and not to your landlord, you are immune from any claims from your landlord under Florida Statute 720.3085(8). Your landlord is legally obligated to give you a credit toward rents due to the landlord, for all rent paid to the Association.

Other applicable provisions of Florida Statute 720.3085(8) are summarized as follows:

- 1) You must continue to pay rent directly to the Association until notified otherwise in writing by the Association; or until you are no longer a tenant.
- 2) If you so request, the Association will provide you receipts for rent paid.
- 3) We have notified your landlord in writing of the Association's statutory right to receive your rental payments.
- 4) You are not liable for your landlord's debt to the Association. You are only obligated to pay your rent to the Association, instead of to your landlord.
- 5) If you have already prepaid rent to your landlord (before it comes due), we will give you a credit for the prepaid rent, if you provide us with written evidence of such prepayment within 14 days after receiving this letter.

**IF YOU IGNORE THIS NOTICE, THE ASSOCIATION WILL BEGIN LEGAL PROCEEDINGS TO EVICT YOU FROM THE UNIT.**

\_\_\_\_\_  
On behalf of (Association Name here)

\_\_\_\_\_  
\_\_\_\_\_

cc: Landlord of

\_\_\_\_\_ (Address of Dwelling)

\_\_\_\_\_  
\_\_\_\_\_

**CONDOMINIUM LETTER:**  
**Prepared by Taylor & Carls, P.A.**  
**For more information please contact (407) 660-1040.**

DATE:

TO: Tenant of Unit \_\_\_\_\_

**RE: NOTICE TO PAY RENT DIRECTLY TO ASSOCIATION**

Dear Tenant:

As authorized by Florida Statute Section 718.116(11), the \_\_\_\_\_

(Condominium Association) demands that you, as tenant of Unit \_\_\_\_\_, pay all future rent directly to the Association, effective immediately. Your rent payment should be mailed to the Association at

\_\_\_\_\_.

You must make each rental payment to the Association at the address stated above, and not to your landlord, at the time it normally comes due to your landlord (the owner of the unit). Please reference the name of your landlord and the address of the unit on your payment for proper processing.

[OPTIONAL: If your next rent payment is more than \_\_\_\_\_ (the total amount owed to the Association), you must pay \_\_\_\_\_ to the Association, and the rest of the rent to your landlord.)

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When you pay the rent to the Association, and not to your landlord, you are immune from any claims from your landlord under Florida Statute 718.116(11). Your landlord is legally obligated to give you a credit toward rents due to the landlord, for all rent paid to the Association.

Other applicable provisions of Florida Statute 718.116(11) are summarized as follows:

- 1) You must continue to pay rent directly to the Association until notified otherwise in writing by the Association; or until you are no longer a tenant.
- 2) If you so request, the Association will provide you receipts for rent paid.
- 3) We have notified your landlord in writing of the Association's statutory right to receive your rental payments.
- 4) You are not liable for your landlord's debt to the Association. You are only obligated to pay your rent to the Association, instead of to your landlord.
- 5) If you have already prepaid rent to your landlord (before it comes due), we will give you a credit for the prepaid rent, if you provide us with written evidence of such prepayment within 14 days after receiving this letter.

**IF YOU IGNORE THIS NOTICE, THE ASSOCIATION WILL BEGIN LEGAL PROCEEDINGS TO EVICT YOU FROM THE UNIT.**

\_\_\_\_\_  
On behalf of (Association Name here)

\_\_\_\_\_

cc: Landlord of Unit \_\_\_\_\_