



Effective:[See Text Amendments]

West's Florida Statutes Annotated [Currentness](#)

Title VI. Civil Practice and Procedure (Chapters 45-89) ([Refs & Annos](#))

▢ [Chapter 83. Landlord and Tenant \(Refs & Annos\)](#)

▢ [Part II. Residential Tenancies \(Refs & Annos\)](#)

➔ **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.

CREDIT(S)

Laws 1973, c. 73-330, § 2; Laws 1982, c. 82-66, § 22. Amended by [Laws 1987, c. 87-195, § 4, eff. Oct. 1, 1987](#); [Laws 1990, c. 90-133, § 1, eff. Oct. 1, 1990](#); [Laws 1993, c. 93-255, § 3, eff. May 15, 1993](#); [Laws 1995, c. 95-147, § 444, eff. July 10, 1995](#); [Laws 1997, c. 97-95, § 8, eff. July 1, 1997](#).

HISTORICAL AND STATUTORY NOTES

Amendment Notes:

Laws 1973, c. 73-330, § 15, provided: “This act shall take effect on July 1, 1973, except that § 83.51, and § 83.56(1) and § 83.60 to the extent that they are dependent on § 83.51, as enacted in section 2 of this act, shall take effect on January 1, 1974 with respect to all dwelling units covered under this act except dwelling units owned and operated by public housing authorities. With respect to dwelling units owned and operated by public housing authorities, the act shall take effect on July 1, 1973, except that sections 83.51 and 83.56(1) and 83.60 to the extent that they are dependent on section 83.51, as enacted in section 2 of this act, shall take effect on July

1, 1975. It applies to rental agreements entered into, extended or renewed after that date.”

Laws 1982, c. 82-66, § 22, in subsec. (2) (a)1, inserted “wood-destroying organisms” in the first sentence and added the second sentence.

Laws 1987, c. 87-195, § 4, eff. Oct. 1, 1987, added the third sentence of subsec. (2)(a)1.

Laws 1990, c. 90-133, § 1, eff. Oct. 1, 1990, in subsec. (2), in par. (a)5., added “Functioning facilities for”; inserted par. (b); and redesignated former pars. (b) to (d) as pars. (c) to (e).

Laws 1993, c. 93-255, § 3, eff. May 15, 1993, in subpar. 1 of subsec. (2)(a), inserted “temporarily” and “for a period of time not to exceed 4 days,” in the third sentence.

Laws 1995, c. 95-147, a reviser's bill, eliminated gender-specific references without making substantive changes in legal effect.

Laws 1997, c. 97-95, eff. July 1, 1997, a reviser's corrections bill, replaced incorrect cross references and citations; corrected typographical errors; and corrected names of agencies, departments, etc.

Uniform Law:

This section is similar to [§ 2.104 of the Uniform Residential Landlord and Tenant Act](#), see 7B Uniform Laws Annotated, Master Edition.

LAW REVIEW AND JOURNAL COMMENTARIES

Implied warranty of habitability: Does it exist in Florida leaseholds? 10 Stetson L.Rev. 563 (1981).

Landlord liability for crime to Florida tenants. Kevin J. O'Donnell, 11 Fla.St.U.L.Rev. 981 (1984).

Landlord liability to tenants for crimes of a third party. 6 Nova L.J. 145 (1981).

LIBRARY REFERENCES

[Landlord and Tenant](#)  150(3).

WESTLAW Topic No. 233.

[C.J.S. Landlord and Tenant](#) § 370.

RESEARCH REFERENCES

ALR Library

[43 ALR 5th 207](#), Landlord's Liability for Failure to Protect Tenant from Criminal Acts of Third Person.

Encyclopedias

Commercial Tenant's Remedies Where Landlord Fails to Keep Premises in Condition Fit or Suitable for Commercial Use, [57 Am. Jur. Proof of Facts 3d 127](#).

Generally; Warranty of Habitability or Fitness, [FL Jur. 2d Landlord & Tenant § 98](#).

Statutory Obligation to Maintain Premises, [FL Jur. 2d Landlord & Tenant § 99](#).

Conditions in Violation of Law, [FL Jur. 2d Landlord & Tenant § 114](#).

Common-Use Areas, [FL Jur. 2d Landlord & Tenant § 122](#).

Noncompliance With Statutory Obligations or Lease Provisions; Notice to Landlord, [FL Jur. 2d Landlord & Tenant § 196](#).

Generally; Landlord's Breach of Obligations or Covenants, [FL Jur. 2d Landlord & Tenant § 255](#).

Forms

[Florida Jur. Forms Legal and Business § 16A:18](#), Checklist--Drafting a Lease of Residential Property.

[Florida Jur. Forms Legal and Business § 16A:42](#), Residential Lease--Furnished Apartment--With Schedule of Furnishings.

[Florida Jur. Forms Legal and Business § 16A:44](#), Residential Lease--Unfurnished House.

[Florida Jur. Forms Legal and Business § 16A:192](#), Form Drafting Principles.

[Florida Jur. Forms Legal and Business § 16A:193](#), Statutory Requirements.

[Florida Jur. Forms Legal and Business § 16A:197](#), Lessor's Duty to Maintain Premises--Statutory Requirements for Residential Leases.

[Florida Jur. Forms Legal and Business § 16A:363](#), Lessee of Residential Unit to Notify Lessor of Defects Requiring Repair.

[Florida Jur. Forms Legal and Business § 16A:364](#), Smoke Detectors.

[Florida Jur. Forms Legal and Business § 16A:401](#), Notice of Termination for Failure of Lessor to Maintain Premises as Required by Statute or Lease.

[Florida Jur. Forms Legal and Business § 16A:402](#), Notice of Withholding of Rent for Failure of Lessor to Maintain Premises as Required by Statute or Rental Agreement.

[Florida Pleading and Practice Forms § 28:2](#), Status of Injured Party as Invitee.

[Florida Pleading and Practice Forms § 12:14](#), Defense--Tenant Not Liable for Rent Due to Landlord's Failure to Maintain Premises--Residential Tenant [[Fla. Stat. § 83.60](#)].

[Florida Pleading and Practice Forms § 12:19](#), in General; Warranty of Habitability; Duty to Repair.

[Florida Pleading and Practice Forms § 12:20](#), Procedural Guide.

[Florida Pleading and Practice Forms § 12:33](#), Complaint by Tenant--Failure of Landlord to Maintain Water and Septic Systems of Apartment Building.

[Florida Pleading and Practice Forms § 12:37](#), Residential Tenants.

[Florida Pleading and Practice Forms § 12:56](#), Defense--Notice to Terminate Ineffective Retaliatory Eviction--For Tenant's Reporting Health Code Violation [[Fla. Stat. § 83.64\(1\)\(a\)](#)].

[Florida Pleading and Practice Forms § 28:38](#), Complaint--By Tenant of Apartment Building--For Sexual Assault by Intruder.

[Florida Pleading and Practice Forms § 28:39](#), Complaint--By Prospective Tenant of Apartment Building--For Personal Injuries from Fall Down Inadequately Lighted Stairway.

[Florida Pleading and Practice Forms § 28:41](#), Complaint--By Tenant of Apartment Complex--For Personal Injuries from Fall in Hallway.

[1 La Coe's Forms for Pleading Under Fla. Rules of Civ. Pro. R 1.110\(698.1\)](#), Form for 10-Count Complaint for Injuries Caused by Failure of Security and Sexual Attack by Unknown Rapist Naming Property Owner, Property Manager and Security Firm as Defendants; Alleging...

Treatises and Practice Aids

[5 Florida Practice Series App. A](#), Florida Standard Jury Instructions in Civil Cases.

[6 Florida Practice Series § 10.10](#), Landlord and Tenant Liability.

[Restatement \(2d\) of Property, Land. & Ten. II, 5 IN NT](#), Introductory Note.

[Trawick's Florida Practice and Procedure § 31:6](#), Tenant Eviction.

NOTES OF DECISIONS

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1. Commercial leases

Obligations under this section placed upon landlords who lease residential premises are inapplicable to commercial leases. [City of St. Petersburg v. Competition Sails, Inc., App. 2 Dist., 449 So.2d 852 \(1984\)](#). [Landlord And Tenant](#)  150(1)

2. Common areas

Whether it was reasonably foreseeable that tenant would be injured when walking in common area of apartment complex, which was where she tripped on a tree root, was a question for trier of fact in tenant's trip-and-fall action against company that was owner and landlord of apartment complex. [Fieldhouse v. Tam Inv. Co., App. 4 Dist., 959 So.2d 1214 \(2007\)](#), review denied 969 So.2d 1018. [Landlord And Tenant](#)  169(11)

Evidence created jury questions whether apartment complex owner negligently permitted tenant's frequent visitor to park car at top of building entrance ramp, negligently failed to maintain and supervise area in safe manner and to prevent car from rolling down ramp and hitting tenant, and could have foreseen incident; owner posted warning signs not to park on ramp and employed doorman to supervise area. [Forte Towers, Inc. v. Lederer, App.](#)

3 Dist., 528 So.2d 400 (1988). [Landlord And Tenant](#) ⚔️ 169(11)

3. Inspection of premises

The duty of the landlord to a tenant is two-fold: (1) prior to possession by the tenant, the landlord has a duty to reasonably inspect the premises, and to make necessary repairs to transfer a reasonably safe dwelling unit, unless the tenant waives the defect; and (2) after possession by the tenant, the landlord has a continuing duty to exercise reasonable care in repairing dangerous defective conditions upon the tenant giving notice of their existence, unless waived by the tenant. [Youngblood v. Pasadena at Pembroke Lakes South, Ltd., App. 4 Dist., 882 So.2d 1097 \(2004\)](#), rehearing denied. [Landlord And Tenant](#) ⚔️ 125(1); [Landlord And Tenant](#) ⚔️ 162

Owner of a residential dwelling unit leased to a tenant for residential purposes has a duty to reasonably inspect the premises before allowing the tenant to take possession, and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant unless defects are waived by the tenant; overruling [Brooks v. Peters, 157 Fla. 141, 25 So.2d 205. Mansur v. Eubanks, 401 So.2d 1328 \(1981\)](#). [Landlord And Tenant](#) ⚔️ 162

4. Notice of dangerous conditions

Owners of apartment complex and its management company did not have a duty to investigate alleged sexual assault committed by co-tenant on a tenant child; identification of the perpetrator was apparently difficult given that the police did not make an identification until after another assault. [T.W. v. Regal Trace, Ltd., App. 4 Dist., 908 So.2d 499 \(2005\)](#), rehearing denied. [Landlord And Tenant](#) ⚔️ 164(1)

Owners of apartment complex and its management company had a duty to warn tenants of alleged sexual assault committed by co-tenant on a tenant child, even though the assault did not occur on the premises; owners and management admitted being told by a tenant and law enforcement of the alleged assault, thus establishing that they had some knowledge of the incident, and knowledge that a tenant was targeting tenant children on the premises was sufficient for a reasonable apartment complex to recognize that its tenants would be exposed to risk if not warned. [T.W. v. Regal Trace, Ltd., App. 4 Dist., 908 So.2d 499 \(2005\)](#), rehearing denied. [Landlord And Tenant](#) ⚔️ 164(1)

In order to impose landlord's duty to protect a tenant from reasonably foreseeable criminal conduct, an injured tenant must prove that the landlord has knowledge of prior similar criminal conduct occurring on the premises. [T.W. v. Regal Trace, Ltd., App. 4 Dist., 908 So.2d 499 \(2005\)](#), rehearing denied. [Landlord And Tenant](#) ⚔️ 164(1)

A landlord has a duty to protect a tenant from reasonably foreseeable criminal conduct. [T.W. v. Regal Trace, Ltd., App. 4 Dist., 908 So.2d 499 \(2005\)](#), rehearing denied. [Landlord And Tenant](#) ⚔️ 164(1)

There is an exception to the rule that a person or entity generally has no duty to take precautions to protect an-

other against criminal acts of third parties where a special relationship, such as that between landlord and tenant, exists. [T.W. v. Regal Trace, Ltd., App. 4 Dist., 908 So.2d 499 \(2005\)](#), rehearing denied. [Landlord And Tenant](#) 🔑 164(1); [Negligence](#) 🔑 220

Loose towel rack that residential tenant used as support when exiting shower was not a “dangerous defective condition” that landlord had duty to repair, as required for tenant to recover for injuries from falling when towel rack dislodged from wall. [Youngblood v. Pasadena at Pembroke Lakes South, Ltd., App. 4 Dist., 882 So.2d 1097 \(2004\)](#), rehearing denied. [Landlord And Tenant](#) 🔑 164(2)

A residential landlord's duty to a tenant to repair defects in the apartment so that it is reasonably safe for occupancy is limited to conditions that are inherently unsafe or dangerous conditions that are not readily apparent to the tenant. [Youngblood v. Pasadena at Pembroke Lakes South, Ltd., App. 4 Dist., 882 So.2d 1097 \(2004\)](#), rehearing denied. [Landlord And Tenant](#) 🔑 164(1)

Landlord's failure to comply with county building code, by maintaining front door containing deadbolt that required key to be used to exit from the inside, could be evidence of negligence, and ignorance of the law on the part of either the tenant or landlord was no defense, as landlord was aware of locking system. [Grant v. Thornton, App. 2 Dist., 749 So.2d 529 \(1999\)](#). [Landlord And Tenant](#) 🔑 169(5)

Constructive knowledge of a dangerous condition can be imputed to a landlord in context of his duty under this section, to take reasonable precautions to maintain common areas where it can be shown that condition occurred with regularity and, consequently, was foreseeable. [Firth v. Marhoefer, App. 4 Dist., 406 So.2d 521 \(1981\)](#). [Landlord And Tenant](#) 🔑 164(6)

Before a landlord can be held liable for breach of his duty under this section to take reasonable precautions to maintain apartment house common areas in a safe and clean condition, it is necessary to prove that landlord had actual or constructive knowledge or notice of existence of dangerous condition for a sufficient time for it to be remedied. [Firth v. Marhoefer, App. 4 Dist., 406 So.2d 521 \(1981\)](#). [Landlord And Tenant](#) 🔑 164(6)

5. Security of buildings

Landlords' failure to provide locks and keys and maintain clean and safe condition of common areas, as required by section 83.51(2)(a), 2, 3 of the Residential Landlord and Tenant Act, did not constitute negligence per se with regard to sexual assault against tenant in leased premises, as that statute was neither a “strict liability statute” which protected a particular class of persons from their inability to protect themselves, nor was it a “penal statute” designed to protect particular class of persons from particular injury or type of injury. [Paterson v. Deeb, App. 1 Dist., 472 So.2d 1210 \(1985\)](#), review denied [484 So.2d 8](#), review denied [484 So.2d 9](#). [Landlord And Tenant](#) 🔑 169(4)

Tenant's allegations that she had complained to landlords of absence of proper locks and security in apartment

building and of presence of trespassers due to such condition, and that neighborhood had higher than average level of criminal attacks and breaking and entering offenses, considered with alleged violations of mandatory statutory duty to provide locks and keys and to maintain common areas in safe condition, were sufficient to state a cause of action in negligence against landlords for injuries suffered by tenant during sexual assault in her bathroom. [Paterson v. Deeb, App. 1 Dist., 472 So.2d 1210 \(1985\)](#), review denied [484 So.2d 8](#), review denied [484 So.2d 9](#). [Landlord And Tenant](#) 🔑 169(3)

6. Release

Even assuming that tenant could agree to relieve landlord of its statutory duty to make reasonable provisions for locks, release did not dispense with duty of landlord where it included agreement by tenant to inspect locks to ensure that they were in “good working order” and language in release indicated that tenant may have relied upon locks; provisions in release which expressed tenant's understanding that landlord would not check locks after tenant moved in and recited that landlord did not guarantee tenant's personal security or effectiveness of locks could not dispense with statutory duty. [Ray v. Tampa Windridge Associates, Ltd., App. 2 Dist., 596 So.2d 676 \(1991\)](#). [Release](#) 🔑 30

7. Summary judgment

Genuine issue of material fact as to whether tree root in common area of apartment complex was open and obvious danger precluded summary judgment in tenant's trip-and-fall action against company that was owner and landlord of apartment complex. [Fieldhouse v. Tam Inv. Co., App. 4 Dist., 959 So.2d 1214 \(2007\)](#), review denied [969 So.2d 1018](#). [Judgment](#) 🔑 181(24)

West's F. S. A. § 83.51, FL ST § 83.51

Current with chapters in effect from the 2009 First Regular Session of the Twenty-First Legislature through July 1, 2009

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The 2009 Florida Statutes

[Title VI](#)
CIVIL PRACTICE AND PROCEDURE

[Chapter 83](#)
LANDLORD AND TENANT

[View Entire Chapter](#)

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.