

Rent - Duration of Tenancies

83.46

(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.

(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.

(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.

*The information provided here is purely for reference purposes. Assisted Eviction Services, LLC and its members are not attorneys and cannot give legal advice of any kind. If you have questions or do not understand the eviction process, please contact a real estate attorney. There are many other intricacies not addressed here that should only be discussed with an attorney.

15 DAY NOTICE OF NON-RENEWAL

_____, COUNTY STATE OF FLORIDA

To: _____

DATE OF NOTICE _____

AND ANY UNKNOWN TENANTS

Dear Tenant(s):

YOU ARE HEREBY NOTIFIED that pursuant to [Florida Statutes Section 83.57\(3\)](#), your month to month tenancy for the property below will expire at the end of this month. Be advised that we will not renew your month to month tenancy.

YOU MUST VACATE:

BY _____, 2007 _____ a.m. / p.m.
Date Year Time

Pursuant to [Florida Statute Section 83.58](#), if you fail to return your keys, vacate the subject premises, or remove all of your possessions by that date, the landlord maybe entitled to sue you for double rent, possession, costs and attorney's and or legal fees. Be advised that you are also liable for any damage to the subject premises.

Landlord's Name: _____
Address: _____
City, State, and Zip: _____
Phone Number: _____

CERTIFICATE OF SERVICE

I _____ CERTIFY THAT A COPY OF THIS NOTICE HAS BEEN FURNISHED TO THE ABOVE NAMED TENANT ON _____ BY THE FOLLOWING MEANS: _____ DATE

Signature

Witness

- HAND DELIVERED
- POSTING IN A CONSPICUOUS LOCATION ON PREMISES
- PHOTO TAKEN OF POSTED NOTICE (optional)

WWW.PROEVICTION.COM

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