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June 27, 2022

Re: Notice of New Ordinances in Broward County

Dear Valued Clients:

The Broward County Board of Commissioners have recently enacted two Ordinances that will apply to all Landlords in Broward County.

The first Ordinance is the Fair Notice to Tenants Ordinance, which was simply amended this month. You may already be familiar with the terms of this Ordinance which require that either party must provide a 60-days notice to terminate a month-to-month tenancy and that the landlord must provide a 60-days notice to increase rent greater than 5% of the current rental rate. This Ordinance applies to all new residencies as of May 1, 2022 and for renewals beginning September 1, 2022.

The second Ordinance is the Tenant Bill of Rights Ordinance, which will apply to all new leases and renewals commencing on or after September 1, 2022. This Ordinance will require you to provide your current residents and prospective residents with the “Tenant’s Bill of Rights” form as developed by the County *prior to entering into any lease agreement*. A copy of this document is attached to this correspondence for your review and may be downloaded at <https://www.broward.org/Planning/Renters/Documents/AH_Tenant_guide-6-22-22.pdf>

This document must be signed by the prospective resident and any current residents who wish to renew the lease agreement *prior to the commencement of the lease term* and the original retained in your files for at least one year after the resident’s move-out date. Please be sure to give the resident a copy of the document after signature. For month-to-month residencies, you must provide this document to the resident prior to October 1, 2022 and thereafter no less than once per year. Please note that after the effective date the Ordinance states that it shall be “unlawful” for a Landlord to enter into a rental agreement without first providing this document to the prospect or current resident who wishes to renew.

The second part to this new Ordinance requires that the landlord must provide the resident with notice of a late fee at the time or before it is assessed. This notice must be in a written instrument separate from the 3-day notice or 30-day notice and must be given when a late fee is assessed each month, unless you have already have a pending 3-day or 30-day notice or the resident goes under eviction. This notice must state that a late fee has been charged or is to be incurred and identify the specific lease provision that provides for the late fee. It also must state the amount of the late fee, or if the late fees will continue to accrue, the landlord must explain the rate at which the late fees will continue to accrue. I have attached sample notices that you may use at your property.

Please note that the delivery provisions are rather different from the methods of delivery for the demands for rent. You are permitted to deliver it to the resident by (a) email to the email address provided by the resident in the lease agreement or in any subsequent written agreement regarding delivery of notices; (b) by certified mail; (c) by posting on the front door of the premises; or (d) by hand delivery to the resident. However, depending on your method of delivery, you must keep in the file a copy of the email, the certified mail receipt, a time-stamped photograph of the notice clearly posted on the front door or a signed and dated statement of the person who personally delivered the notice to the resident (i.e. the certificate of service).

This firm will continue to see how the ordinance interpretation develops and notify you if there are any additional changes of which you should be aware.

Thank you in advance for your attention to this important matter.

Sincerely,

Kristine Sawyers, Esq.

For the Firm