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Re: Notice of New Ordinance in Palm Beach County

Dear Valued Clients:

The Palm Beach County Board of Commissioners have enacted an Ordinance last week that will apply to all Landlords in incorporated and unincorporated Palm Beach County. The Ordinance is very similar to those passed in Miami-Dade and Broward Counties but does have some differences.

The Ordinance requires three different types of notices:

1) Termination of leases *with* a specific term. The landlord is required to provide to the tenant no less than 60 days' written notice if the landlord does not intend to renew the lease when it expires.

2) Termination of leases *without* specific term. This section primarily refers to month-to-month tenancies. The landlord is required to provide no less than 60 days' written notice if the landlord is terminating the month-to-month tenancy.

3) Increases in rent of greater than 5%. The landlord must provide the tenant with no less than 60 days' written notice of an intended rent increase, whether it's at renewal time or during a month to month tenancy.

The most significant difference between this Ordinance and those in other counties is that the obligations under #1 and #2 are *on the landlord only*. In other words, the tenant only has to provide as much notice as required in the lease under #1 and no less than 15 days' written notice prior to end of the monthly rental period under #2.

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