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September 26, 2022

Re: Notice of New Ordinance in Pinellas County

Dear Valued Clients:

The Pinellas County Board of Commissioners have recently enacted a new ordinance that will apply to all Landlords in Pinellas County unless a city formally opt-outs or adopts their own ordinance inconsistent with the County's ordinance. The new ordinance will go into effect as of October 3, 2022.

The first part of the ordinance requires that all landlords provide tenants with a copy of the Notice of Rights. For new tenants this must be provided prior to the start of the rental term. For current tenants, the Notice of Rights must be provided prior to the commencement of a new rental term. We have attached a copy of the Notice of Rights in both English and Spanish for use at your property. Make sure you have the residents sign the Notice and keep a copy for up to a year after the resident vacates the premises.

The second part of the ordinance makes it unlawful for any landlord to discriminate against an applicant based on the tenant's source of income. Sources of income that must be considered when an applicant applies of residency include but are not limited to Housing Choice (Section 8) Vouchers and Veterans Affairs Supportive Housing (VASH) Vouchers, Social Security and Supplemental Security Income, Child Support, and Alimony. All governmental sources of income must be considered as being applied toward the rental criteria for your complex. Please note additionally that acceptance of some of these sources of income will require your property to comply with different notice requirements and the Violence Against Women Act. If you are unfamiliar with this, please contact our office.

The third part of this ordinance requires that the landlord provide the resident with notice that a late fee shall be assessed against the account. This notice must be in a written instrument separate from the 3-day notice or 30-day notice and must be given prior to the late fee being assessed each month, unless you have already have a pending 3-day or 30-day notice or the resident is currently under eviction. This notice must state that a late fee 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 a sample notice that you may modify to 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).

The final provision in this new ordinance requires that a landlord provide tenants with 60-days' written notice of intent to increase rent greater than 5% of the current rental rate for a new lease term one year or greater; 30 days' notice for a new rental term greater than 3 months but less than one year; and 15 days' notice if the agreement is month-to-month. This notice may be delivered via email; on paper via certified mail; or posted to the front door (be sure to photograph delivery of the notice on the door if you choose this method).

All parts of this ordinance are essentially enforced by code enforcement officers and do not create a private cause of action. Additionally, the requirements of the local ordinance for the city of St. Petersburg are still in effect. So if your property is located there, just supplement what you are already doing with the new requirements.

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