

Main document changes and comments	
Page 2: Comment [A1]	Author
Should be dwelling unit or residence. "Premises" has a different meaning in chapter 83.	
Page 2: Comment [A2]	Author
This is not correctly worded. Implies the landlord waits 3 days before delivering the 3 day notice. "If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement." 83.56(3)	
Page 2: Comment [A3]	Author
And (4) explaining delivery of the notice.	
Page 3: Comment [A4]	Author
Insert here "no P.O. Boxes, but an accurate address where tenant can deliver the rent."	
Page 4: Comment [A5]	Author
This section includes both where a tenant must be given a right to cure and where the tenant is not given a right to cure. Title should reflect this. Generally this form is misleading and confusing. The attached notice is a right to cure notice.	
Page 4: Comment [A6]	Author
There is nothing in Florida statutes about unauthorized pets, unauthorized guests, or unauthorized vehicles, parking in an unauthorized manner or permitting such parking. This should be deleted.	
Page 4: Comment [A7]	Author
This ONLY includes "material provisions of the rental agreement," a question of law.	
Page 4: Comment [A8]	Author
Should use the term "residence" or dwelling unit."	
Page 6: Comment [A9]	Author
The term "rental agreement" should be substituted for lease throughout.	
Page 6: Comment [A10]	Author
This provision applies not just to "repairs" but the full array of protections provided below as well as failure to comply with any MATERIAL provisions of the rental agreement.	
Page 7: Comment [A11]	Author
Quoting directly from the statute is fine; however, it is confusing that this was not done for the landlord's notice to tenant for noncompliance.	
Page 8: Comment [A12]	Author
This notice can go to the landlord's representative as designated by 83.50(1), a resident manager, or the person who collects the rent for the landlord. See 83.60 (1).	
Page 8: Comment [A13]	Author
See above. These protections apply beyond "repairs" so this term is misleading however it is easily understood. "Noncompliance, violations and default" should be included with "repair."	
Page 8: Comment [A14]	Author
Includes noncompliance, violations and default.	
Page 9: Comment [A15]	Author
Throughout the use of "repairs" is incorrect. Rent withholding applies to any violation of 83.51(1) or material provisions of the rental agreement. "Repairs" is easily understood but the other bases for withholding rent should be included.	
Page 9: Comment [A16]	Author
Citation should also be to 83.60 and the explanation of 7 days notice requirement should be highlighted. Failure to provide the 7 day notice as required in the statute can place the tenant in great jeopardy.	

Page 10: Comment [A17]	Author
rental	

Page 10: Comment [A18]	Author
goes beyond just "repairs"	

Page 19: Comment [A19]	Author
"Public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the full rent for which the tenant is responsible pursuant to federal, state, or local program in which they are participating." This language from 83.60 or something similar should be added.	

Page 19: Comment [A20]	Author
or hand delivered	

Page 19: Comment [A21]	Author
"for your courthouse" should be added or some such qualifier.	

Page 28: Comment [A22]	Author
"All persons" is misleading since the writ is directed to the specific defendants. If "all persons" are not first served with the summons and complaint in the underlying action, they are not subject to the writ. This should either be a blank to fill in the name of the defendants or is should state "all persons named above."	

Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes
