

Notice from Landlord to Tenant-Notice of Noncompliance for Matters Other than Failure to Pay Rent



To: _____
Tenant's Name _____
Address _____
City, State, Zip Code _____

From: _____

Date: _____

You are hereby notified that you are not complying with your rental agreement in that _____

(insert noncompliance, default or violation)

Demand is hereby made that you remedy the noncompliance, default or violation within seven days of receipt of this notice or your rental agreement shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance, default or violation.

Landlord's Name

Landlord's Address

Landlord's Phone Number

	<p>This form was completed with the assistance of:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p>
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NOTE: Violations of a rental agreement which may entitle the Landlord to send this Notice include, the material failure of Tenant to comply with its statutory obligations to maintain the dwelling unit under Florida Statute 83.52 or material provisions of the rental agreement (other than the failure to pay rent), or reasonable rules and regulations. For the notice necessary to terminate the rental agreement under circumstances where the Tenant must be given the opportunity to remedy the violation, see Florida Statutes 83.56(2)(b).

Under some situations, such as the Tenant's intentional destruction of property of the Landlord or other Tenants, the Landlord may be able to terminate the rental agreement without giving the Tenant an opportunity to remedy the violation. For the notice necessary to terminate the rental agreement under these circumstances, see Florida Statute 83.56(2)(a).

The delivery of this written notice may be by mailing or delivering a true copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy of the notice at the dwelling unit.

This written notice must be delivered, and the seven day time period must run, prior to any termination of the rental agreement or any lawsuit for eviction.

SOURCE: Sections 83.52 and 83.56 Florida Statutes (2013).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "Name" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

_____ told me that he/she is a nonlawyer and may not give legal
 (Name)
 advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. _____ informed me that he/she is
 (Name)
 not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

_____ told me that he/she may only type the factual information
 (Name)
 provided by me in writing into the blanks on the form. Except for typing, _____
 (Name)
 may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in
 (Name)
 the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English.
 _____ I cannot read English but this notice was read to me by _____
 (Name)
 in _____ which I understand.
 (Language)

 Landlord or Tenant signature

 Licensee signature

 Landlord or Tenant signature