

Hurricane-Related Questions About Rental Property



Hurricane Ian caused a significant amount of destruction and damage to rental properties in impacted areas, leaving many landlords, tenants and property managers uncertain how to proceed.

Many factors can influence the answer to a question or the outcome of a dispute between parties. It often depends on situation-specific facts and circumstances. Your lease and other provisions of the Florida Residential Landlord Tenant Act may also apply. With that in mind, consider this legal information as a general insight and realize that the unique facts of your situation may require you to interpret this general insight.

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QUESTION 1: What Florida law governs landlord tenant relationships?

ANSWER: In general, Part II of Chapter 83 Florida Statutes, known as the Florida Residential Landlord and Tenant Act is the state law that sets forth landlord and tenant statutory obligations and rights. The answers to questions below refer to this chapter, and **not** to local ordinances which may also govern landlord and tenant responsibilities.

QUESTION 2: What happens if a residential rental premises was damaged or destroyed by Hurricane Ian?

ANSWER: Section 83.63 Florida Statutes entitled casualty damage addresses this. It provides if premises are damaged or destroyed by a casualty (not by the wrongful or negligent acts of the tenant) **and** the enjoyment of the premises is substantially impaired, the tenant may terminate the lease and immediately vacate the premises. In the event the tenant terminates the lease and vacates the premises, the landlord must comply with section 83.49 Florida Statutes regarding handling the tenant's advance rents and deposit. Section 83.63 does not provide the landlord the right to terminate the lease.

QUESTION 3: What happens if Hurricane Ian causes casualty damage to a residential rental property and the tenant does not terminate the lease?

ANSWER: Section 83.63 Florida Statutes specifies if the premises are damaged by a casualty, (not by the tenant), the tenant may vacate the part of the premises rendered unusable by the casualty, and the tenant's rent shall be reduced by the fair rental value of the part of the premises damaged or destroyed.

QUESTION 4: Is there a procedure for the tenant to notify the landlord of the hurricane damage on the premises and an obligation of tenant to inform landlord of the tenant's intention to either terminate the lease or to stay in the property post casualty (hurricane)?

ANSWER: Section 83.63 Florida Statutes does not specify a required procedure for the tenant to follow in notifying a landlord of tenant's intention to do either, but if possible, it is recommended that the tenant inform the landlord of their intentions. It is also recommended that the tenant inform the landlord that tenant's rent will be reduced based upon the loss of part of the premises, until premises can be restored.

QUESTION 5: What other factors could impact the rights of the tenant and obligations of the landlord, concerning damage to rental premises due to Hurricane Ian?

ANSWER: Please note that many municipalities and counties have landlord tenant ordinances that are additional to and stricter than the Florida Statutes which are statutes referenced in this paper. Please refer to your own local regulations for additional requirements not covered here.

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