



“A Move-Out Guide for Florida Tenants”

by Joseph S. Hughes

In my last article, “Tenant Remedies in the Wake of Irma”, I summarized the procedures a residential tenant must take before terminating a lease and vacating for lack of habitability or failure of a landlord to comply with his or her statutory duties. Here, I provide some additional precautions a tenant should take during the move-out process to further reduce the chances of entering into a legal dispute with the landlord.

If the tenant relies on terminating the lease through ordinary methods of terminating a month to month tenancy that are not dependent on any uninhabitability or material violations claims, the tenant must give the notice by mail or personal delivery to the landlord at least 15 days prior to the end of the rental period by personal delivery, or a minimum of 22 days prior to the end of the rental period if given by mail. The rental period ends on the day immediately prior to the date that rent is periodically paid on.

Any notice sent to the landlord by mail should be simultaneously sent by certified mail, return receipt requested, and by regular U.S. mail. The certified mail tracking number should be written on the notice, with a copy retained by the tenant. To avoid any arguments by the landlord relating to the return of the security deposit, any notice of termination should include the

tenant’s forwarding address. If the tenant does not yet have a new address, the tenant should provide a friend or family member’s address. If a notice is given by personal delivery, the tenant should deliver the notice in the presence of a witness.

The tenant should provide the USPS with a forwarding address as early as possible, regardless of whether or not the tenant already provided the landlord with one. If the landlord claims that the tenant never provided a forwarding address, the landlord will still be required to have sent the notice to the last known mailing address, which is usually that of the leased premises.

On the date of vacating, the tenant should clean the property thoroughly, and restore the premises to the condition that it was on the date of move-in, normal wear and tear excepted. Afterwards the tenant should take pictures documenting the condition of the premises, and walk through the property with a video camera, while stating the date and time of the recording. The tenant should also bring witnesses to the property to inspect its condition. Any recordings and pictures should be backed up on a cloud-based drive.

The tenant should request a move-out walkthrough from the landlord. Any refusal to do so should be documented. The tenant should ask

the landlord or landlord’s agent at the walkthrough if there is anything that the landlord or agent is concerned about that needs attention prior to vacating, and if possible remediate any issues prior to vacating.

The tenant should return by personal delivery to the landlord all keys and gate/garage openers to the premises no later than the date that he or she physically vacates. The tenant may be liable for rent pro rata for each day the keys and openers remain unreturned, or even for an entire additional month. It is therefore important for the tenant to document the return of the keys and openers by obtaining written acknowledgment of receipt from the landlord, or by returning them in the presence of a witness.

Although these steps do not guarantee avoidance of a legal dispute, exercising them will increase the tenant’s chances of vacating without triggering liability to the landlord for further rent and damages. **B**



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