

## 7 DAY NOTICE TO CURE LEASE VIOLATIONS

### REQUIREMENTS

Tenants: Name all persons named on the lease and any others who you know to be residing in the subject premises. Do not name minors.

Conditions: The tenant has violated a term of the lease or of the law.

Florida Statutes §83.52 "Tenants obligation to Maintain Dwelling Unit" requires that all tenants do the following:

- (1) comply with obligations imposed by applicable provisions of the building, housing, or health code,
- (2) keep the premises clean and sanitary
- (3) remove all garbage in a clean and sanitary manner,
- (4) keep plumbing fixtures in the dwelling unit clean and sanitary and in repair,
- (5) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, airconditioning, and other appliances and facilities including elevators.
- (6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord, nor permit any person to do so,
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.

What is curable? unauthorized guests, pets, or vehicles; improper parking; failure to keep premises clean.

The Form: The statute requires you to give the tenant a 7 Day notice to Cure. You may use the form provided on this website. Specify the non-compliance. You may list as many instances of non-compliance as you like. If the non-compliance is not cured within seven days, or if it repeated within a year and the non-compliance constitutes a material breach of the lease, it can be the basis of an eviction.

Delivery: any delivery method is acceptable

Don'ts: Do not accept rent while the tenant is in noncompliance or you will invalidate the notice to cure. Do not issue a 3-day notice while a Notice to Cure is outstanding. Do not issue any other written notices while a notice to cure is outstanding