



Chapter 83, Part II of Florida Statutes, commonly referred to as "The Landlord Tenant Act," governs Florida residential tenancy law. Recently, the statute underwent key modifications and additions. Particularly relevant are changes to [section 83.57](#) and [section 83.575](#), specifically to the amount of notice, or time, either party must give before terminating a lease. Below we discuss these changes and what they mean for the legal governance of the landlord-tenant relationship.

Change 1: Termination of Tenancy Without Specific Terms

Section 83.57 addresses the Termination of tenancy without specific terms, directing how either party can terminate a lease without a specific duration. Such a tenancy can be terminated by either party giving written notice to the other party within any of the following timeframes:

1. When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
2. When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
3. **When the tenancy is from month to month, by giving not less than 30 days' notice prior to the end of any monthly period; and**
4. When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

Previously, 83.57(3) gave either party no less than **15 days'** notice before the end of any monthly period to terminate a month-to-month tenancy. The modification to 83.57(3), as shown above, increases the statutory requirement of notice to **30 days** prior to the end of any monthly period when terminating a month-to-month tenancy. However, no change was made to when the monthly period begins and ends, remaining the date when the monthly payment is due. So, if rent is due on the 15th day of March, the notice must have been given at the latest on the 13th day of February (accounting for a 28-day month) to satisfy adequate notice of lease termination.

Change 2: Termination of Tenancy With Duration

Section 83.575 addresses Termination with a specific duration, governing how the parties to a residential lease can terminate a lease with a defined start and end date. This section contemplates a situation in which the lease agreement specifies a notice period for termination:

1. A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not

be renewed; **however, a rental agreement may not require less than 30 days' notice or more than 60 days' notice from either the tenant or the landlord.**

Previously, the notice period for termination of a lease with a specific duration only provided for a maximum notice of **60 days**. Neither party was obligated to provide a minimum amount of notice upon termination of the lease. The revision adds a minimum amount of notice of **30 days** by either party while still providing the maximum amount of days, 60, for requisite notice of termination. Here, either party must provide notice of termination a minimum of 30 days before, but may still provide 60 days notice before termination. So, if the lease renews on the 1st of the month, the notice must have been given at least 30 Calendar days before that date, but could have been given at most 60 days prior to that date.

These changes to notice requirements are key for both the landlord and tenant in order to properly and timely terminate a residential tenancy.

The information contained in this document does not constitute legal advice.

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