

7 DAYS NOTICE TO CURE INSTRUCTIONS

7 DAY NOTICE TO CURE
FSA 83.56(2)(b)

TO: _____
Tenant(s), and all others in Possession of:

Rental Property Address

City, State, Zip Code

YOU ARE HEREBY NOTIFIED that you are in violation and not complying with your Lease in that you _____

_____ DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN SEVEN (7) DAYS FROM RECEIPT OF THIS NOTICE OR YOUR LEASE 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 YOU BEING GIVEN AN OPPORTUNITY TO CURE THE NONCOMPLIANCE.

Name of Landlord/ Property Manager

Landlord address, not a Post Office Box

City, State, Zip Code

Landlord Phone Number

I have mailed a copy of this Notice, via certified mail, to the above named tenant(s).

I have personally handed a copy of this Notice to the above named tenant(s).

The above named tenant(s) was absent from the rental property and I, therefore, left a copy of this Notice at such a conspicuous place at the rental property.

Date: _____ Time: _____ By: _____ Signature: _____

List all tenants and persons living in the rental property. Include those on the Lease [even if no longer living in the property], as well as persons known by Landlord to be living in the rental property.

State the address of the rental property. If the rental property is part of a larger dwelling [like one room of a 5 room house], which we call a sub-unit, be sure there is a demarcation on the sub-unit such as a room or unit number. Make sure the address of the rental property on this Notice is the same address as that which appears on the Lease.

State what conduct the tenant(s) did that the tenant(s) should not have, or what the tenant(s) failed to do which the tenant(s) should have done. Be specific in describing the tenant(s)' wrongful conduct, and if possible cite to provisions of the Lease, community property rules, codes of conduct, Florida law, or such other material which can be referred to as a guide to support why the conduct being complained of was not proper. Attaching exhibits to this Notice to support the basis for this Notice is acceptable.

Within 7 days of this Notice, the Tenant(s) must cure the wrongful conduct, or at least start curing the wrongful conduct if it can not reasonably be cured within 7 days [and complete it within a reasonable time thereafter]. When counting the 7 days, do not count the day this Notice is given, posted, or mailed to the tenant(s), but start the following day. If this Notice was served by mail, then add an additional 5 days, including weekends and holidays.

State the name, address and telephone number of the Landlord [generally, the person who owns the rental property]. A Landlord can have a manager or management company complete this Notice and serve it on the tenant(s).

Indicate the day and time when this 7 Day Notice was served [by hand delivery, posting or mailing] upon the tenant(s), as well as the name of the person who did it, who should also sign it. If this Notice was mailed, certified or not, then indicate the date this Notice was mailed. It is a good practice to have someone other than the Landlord [such as a security or maintenance personnel] serve this Notice so they, as a more neutral third party, could attest to having served it if the tenant(s) claims not to have received it.

Mark which method was used to serve [by hand delivery, posting or mailing] this Notice upon the tenant(s). The best practice is to hand deliver this Notice to the tenant(s) while at the rental property. If the tenant(s) is not home or will not answer, post this Notice by affixing this Notice [with tape] in a place where the tenant(s) is destined to see it, in a conspicuous place on the rental property, such as on the front door of the rental property.

ADDITIONAL 7 DAY NOTICE TO CURE INSTRUCTIONS:

• **Difference between a 7 Day Notice to Cure and a 7 Day Notice to Terminate:** if the tenant(s)' conduct is something which can reasonably be cured, then the tenant(s) must be given an opportunity to cure the problem, and is thus give the 7 Day Notice to Cure. If the tenant(s)' conduct is something which cannot be reasonably cured, or if the tenant(s) was within the last 12 months already served with a 7 Day Notice to Cure and has repeated the wrongful conduct, then the tenant(s) is served with a 7 Day Notice to Terminate. What is conduct which can be reasonably cured: playing the radio too loud, leaving trash outside, having an unauthorized pet, or parking in the wrong parking spot. Florida law does not provide a clear definition or complete list of what cannot reasonably be cured. However, examples include commission of criminal conduct on the leased property or severe vandalism. It is up to the Landlord to make a determination whether the conduct can be cured or not to determine which 7 Days Notice to serve a tenant with.

• Landlords must be careful to comply with Florida Law on evictions, including properly completing this 7 Day Notice. If a tenant defends an eviction and wins, the court can require the Landlord to pay the tenant(s) attorneys' fees.

• If the Landlord accepts any rent [including any part of the rent] after serving this 7 Day Notice, or after the eviction lawsuit starts, then the Landlord waives the right to eviction. If the tenant(s) drops off rent, the Landlord must quickly return it to the tenant(s). Once the eviction lawsuit starts, the tenant(s) can deposit rent into the court registry while the lawsuit continues. At the conclusion of the eviction lawsuit, the Landlord should be [and most of the time is] given the money deposited.

• The Landlord always has the right to resolve an eviction lawsuit. If the tenant(s) wants to correct the problem and the Landlord will agree to allow the tenant(s) to stay, or if the tenant(s) agree to move out by a certain date, the Landlord can enter into an agreement, called a stipulation, with the tenant(s). If the tenant(s) fails to comply with the stipulation, the Landlord can continue the eviction case to remove the tenant(s).

• If the Lease allows for more than 7 days for the tenant(s) to cure defaults, then the time periods in the Lease must be used.