

# Leasing of a Unit

## Introduction

This paper describes the responsibilities of owners, lessees, the office, and the Board of Directors in the leasing of a unit. Failure to follow the correct processes may result in delay, postponement or disapproval of a lease. Owners may delegate their responsibilities to an outside agent but they remain responsible to the Association for all aspects of a proposed lease.

Attachment 1 is Article 15 from the Declaration of Condominium. This should be read by all owners intending to lease their unit. The Declaration requires owners to notify management of an intention to lease, for any lease to be a minimum of one month, for the office to have a copy of the lease and for the proposed lessee to be approved or disapproved by the Board of Directors within 30 days of an owner request to lease. In addition the Declaration also limits the lease of a unit to two leases commencing in any calendar year.

## Process

## Action By

- Advise management of an intention to lease, provide details of the proposed lessee, a copy of the proposed lease and other documentation required using **form A**. Owner
- Background check on proposed lessee Office
- Approval/disapproval of proposed lessee using **letter B\*** Management
- All owner unit records updated with lease details Office
- Upon arrival lessee checks in with office and signs **form C** confirming they have read the Rules and Regulations and agree to comply Lessee
- Upon departure at end of lease the lessee signs out with office Lessee

\*In the event that a proposed lessee is not approved by the Board a separate process will follow and this will be covered individually with the owner.

## Article 15 of Declaration of Condominium – Leasing a Unit

**15. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner and his immediate family, whether pursuant to a verbal or written agreement, where said occupancy exceeds thirty (30) days in any calendar year. The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration of Condominium. The term “Tenant” and “Lessee” shall likewise be used interchangeably.

**15.1 Process.** A Unit Owner who wishes to lease his Unit must first apply to the Board of Directors for approval. Such written application must include a copy of the proposed lease and the name of the proposed Lessee(s), as well as all other proposed Occupants and any other information that the Board may reasonably require. The Board may charge an application fee in connection with the approval of a lease in an amount determined by the Board but not to exceed the maximum amount permitted by law. Any person(s) occupying the Unit after initial approval may be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information and fees within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. “Rent-sharing” and subleasing are prohibited. All leases shall be for a minimum period of one (1) month and no owner may lease his/her Unit more than two (2) times per year. Leases may be renewed, subject to Board approval.

**15.2 Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Occupants of a Unit, as a condition for approval.

**15.3 Tenant Conduct; Remedies.** All leases shall provide, or be deemed to provide that the Tenants have agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the “Condominium Documents”). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant’s conduct (and that of the other Unit Occupants, Guests and Invitees) into the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant (or other occupants) into compliance with the Condominium Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants’ noncompliance with the Condominium Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney’s fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a lien for Charges.



**15.4 Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent (or such other amount as may be permitted by law) into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2011) as amended from time to time.

**15.5 Approval Process; Automatic Disapproval.** Any Unit Owner intending to lease his Unit shall submit a copy of the proposed lease, an application, and any other requested information and/or required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Board shall approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Occupant interview (if required), by sending written notification to the Unit Owner within such time frame. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Unit Owner shall short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Board may reject a proposed lease under the following circumstances:

**15.5.1** The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

**15.5.2** The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents;

**15.5.3** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a Tenant, Occupant or Guest;

**15.5.4** The Unit Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

**15.5.5** All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

**15.6 Liability.** The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

**15.7 Association Fee.** The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.