

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST PALM BEACH, FLORIDA, AT CHAPTER 22 (BUSINESS REGULATIONS), ARTICLE XII (RENTAL DWELLING UNITS), BY CREATING SECTION 22-448 NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION AND SECTION 22-449 WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR RESIDENTIAL TENANCIES TO REQUIRE 60 DAYS' WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING A CONFLICTS CLAUSE, A CODIFICATION CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\*\*\*\*\*

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of West Palm Beach (the "City") as set forth at Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable controlling law; and

WHEREAS, the City Commission of the City of West Palm Beach (the "City Commission") is vested with the authority to adopt ordinances to protect the health, safety and welfare of the City's residents and visitors; and

WHEREAS, it is the intention of the City Commission to provide all residents of the City with fair notice if their rents are to increase; and

WHEREAS, over the past year, the City has experienced a significant increase in rental rates being paid by tenants; and

WHEREAS, as reported by the Sun Sentinel on March 23, 2022, research from three (3) Florida colleges revealed that renters in South Florida are paying 18.98% more than what they should be; and

WHEREAS, according to the most recent Affordable Housing Needs Assessment conducted by Florida International University, from 2018 to 2020, 52.7% renters' households in Palm Beach County are severely cost-burdened; and

WHEREAS, during the Covid-19 pandemic there has been an influx of people moving to Florida from states with higher wages and cost of living which has caused an upsurge in both property values and rental rates in Florida; and

WHEREAS, many tenants residing in the City have been unable to afford the costs of purchasing and maintaining a residential property, thereby increasing the demand for rental properties; and

## ORDINANCE NO. 5007-22

WHEREAS, Part II of Chapter 83, Florida Statutes, commonly known as the “Florida Residential Landlord and Tenant Act” (“the Act”), applies to the rental of residential dwelling units and sets forth the rights and duties of landlords and tenants; and

WHEREAS, the Act does not provide specific notification requirements for landlords seeking to increase rental rates; and

WHEREAS, although some lease agreements contain provisions regarding increases in rental rates, a landlord generally may not raise rent during the term of a lease; and

WHEREAS, therefore, a landlord will have to wait until the end of the term of the lease to raise the rent and it is expected that notice of such will be provided in accordance with termination notices set forth by law or in accordance with the lease agreement; and

WHEREAS, with respect to notices of termination of tenancy, if there is a written lease, Section 83.575 of the Act provides that the notice required to terminate a tenancy is no more than 60 days’ notice; and

WHEREAS, where there is no lease, on the other hand, Section 83.57 of the Act provides that the landlord should provide a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 30-day notice to a tenant renting quarter-to-quarter, and a 60-day notice to a tenant renting year-to-year; and

WHEREAS, according to the Florida Attorney General Opinion No. 94-41 and the case law cited therein, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notification period for month-to-month tenancies without a specific duration pursuant to section 83.57 of the Act; and

WHEREAS, certain South Florida counties, Miami-Dade and Broward, and cities, including Lake Worth Beach and Miami Beach, have recently enacted ordinances that require 60 days’ written notification be given by residential landlords to their tenants prior to increasing the tenants’ rent beyond five (5) percent; and

WHEREAS, the Mayor and the City Commission of the City of West Palm Beach hereby find it necessary, in order to better protect tenants in the City, to establish a required minimum notice period (with which all residential landlords must comply) prior to increasing the rental rate of certain tenants beyond a specific percent.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:**

**SECTION 1:**        Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct and specific findings of the City of West Palm Beach City Commission.

**SECTION 2:** The City Commission hereby further finds that given the current rental market conditions, requiring landlords to give 60 days' written notice before the rent can be increased more than five percent (5%) and before a tenant can be forced to leave for month-to-month tenancies without a lease is a reasonable time period, which will allow tenants sufficient time to relocate, if desired, and such regulation will benefit the general public and serves a public purpose

**SECTION 3:** Chapter 22 (Business Regulations) of the Code of Ordinances of the City of West Palm Beach, Article XII (Rental Dwelling Units), is hereby amended by creating Section 22-448 and Section 22-449 as follows:

**CHAPTER 22  
BUSINESS REGULATIONS**

\* \* \* \*

**ARTICLE XII. – RENTAL DWELLING UNITS**

**Sec. 22-448. - Required written notice of termination of monthly residential tenancy without specific duration.**

A residential tenancy without a specific duration in which the rent is payable on a monthly basis may be terminated by either the landlord or tenant by giving not less than 60 days' written notice prior to the end of any monthly period.

**Sec. 22-449. - Required written notice of rental payment increases for residential tenancies.**

A residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific term, or during a tenancy without a specific duration in which the rent is payable on a month to month basis, must provide 60 days' written notice to the tenant before the tenant must either:

- (1) Accept the increased rental rate;
- (2) Reach an acceptable compromise; or
- (3) Reject the rent increase, terminate the tenancy and vacate the premises.

If the required 60 days' written notice has been provided and the tenant has not agreed to the rent increase or an acceptable compromise, the landlord may increase the rent, as noticed, or require the tenant(s) to vacate the residence.

Except for the notice provisions set forth in sections 22-448 and 22-449 above, all other provision of Part II of Chapter 83, Florida Statutes, as such may be amended, shall govern residential tenancies.

**SECTION 4:** Authority is hereby granted to codify the text amendments set forth in Section 3 of this Ordinance.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** Should any section or provision of this Ordinance or any portion, paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 7:** This Ordinance shall take effect in accordance with law.

ORDINANCE 8, 2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, AMENDING CHAPTER 18. BUSINESSES. AT ARTICLE I. IN GENERAL BY ADOPTING NEW SECTION 18-1. MINIMUM NOTICE FOR RESIDENTIAL RENTAL PAYMENT INCREASES. AND NEW SECTION 18-2. PENALTIES.; RESERVING SECTIONS 18-3. – 18-30. FOR FUTURE LEGISLATION; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 18. BUSINESSES. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, this Ordinance is enacted pursuant to the home rule powers of the City of Palm Beach Gardens (the "City") as set forth at Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, *Florida Statutes*, and other applicable controlling law; and

**WHEREAS**, it is the intention of the City Council of the City of Palm Beach Gardens to provide all residents of the City with fair notice if their rents are to increase; and

**WHEREAS**, over the past year the City has experienced a significant increase in rental rates being charged to residential tenants; and

**WHEREAS**, the City Council of the City of Palm Beach Gardens has determined that rental rate increases for residential tenants can have significant impacts on the tenant's financial well-being and the ability of the tenant to maintain their current tenancy and/or their ability to find a suitable replacement tenancy; and

**WHEREAS**, according to the most recent Affordable Housing Needs Assessment conducted by Florida International University from 2018 to 2020, 52.7 percent renters' households in Palm Beach County are severely cost-burdened; and

**WHEREAS**, due to the Covid-19 pandemic, there has been a significant increase in the number of people moving to Florida from states with higher wages and cost of living, which has caused a dramatic increase in both property values and rental rates in Florida; and

**WHEREAS**, many tenants residing in the City have been unable to afford the rising costs of purchasing a residential property, thereby increasing the demand for rental properties; and



1       **WHEREAS**, Part II of Chapter 83, *Florida Statutes*, commonly known as the  
2 "Florida Residential Landlord and Tenant Act" ("the Act"), applies to the rental of  
3 residential dwelling units and sets forth the rights and duties of landlords and tenants; and  
4

5       **WHEREAS**, the Act does not provide specific notification requirements for  
6 landlords seeking to increase rental rates; and  
7

8       **WHEREAS**, although some lease agreements contain provisions regarding  
9 increases in rental rates, a landlord generally may not raise rent during the term of a  
10 lease; and  
11

12       **WHEREAS**, therefore, a landlord will have to wait until the end of the term of the  
13 lease to raise the rent and it is expected that notice of such will be provided in accordance  
14 with termination notices set forth by law or in accordance with the lease agreement; and  
15

16       **WHEREAS**, with respect to notices of termination of tenancy if there is a written  
17 lease, Section 83.575 of the Act provides that the notice required to terminate a tenancy  
18 is no more than 60 days' notice; and  
19

20       **WHEREAS**, where there is no lease, Section 83.57 of the Act provides that the  
21 landlord should provide a seven-day notice to a tenant renting week-to-week, a 15-day  
22 notice to a tenant renting month-to-month, a 30-day notice to a tenant renting quarter-to-  
23 quarter, and a 60-day notice to a tenant renting year-to-year; and  
24

25       **WHEREAS**, according to the Florida Attorney General Opinion No. 94-41 and the  
26 case law cited therein, the Florida Legislature has not preempted local governments from  
27 enacting ordinances that enlarge the notification period for month-to-month tenancies  
28 without a specific duration pursuant to Section 83.57 of the Act; and  
29

30       **WHEREAS**, certain South Florida counties, Miami-Dade and Broward, and cities,  
31 including Lake Worth Beach, West Palm Beach, and Miami Beach, have recently enacted  
32 ordinances that require 60 days' written notification be given by residential landlords to  
33 their tenants prior to increasing the tenants' rent beyond 5 percent; and  
34

35       **WHEREAS**, the City Council of the City of Palm Beach Gardens hereby finds it  
36 necessary, in order to better protect tenants in the City, to establish a required minimum  
37 notice period (with which all residential landlords must comply) prior to increasing the  
38 rental rate of certain tenants beyond a specific percent; and  
39

40       **WHEREAS**, the City Council deems approval of this Ordinance to be in the best  
41 interests of the health, safety, and welfare of the residents and citizens of the City of Palm  
42 Beach Gardens and the public at large.  
43

44  
45       **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**  
46 **OF PALM BEACH GARDENS, FLORIDA, that:**



**SECTION 1.** Chapter 18. Businesses of the Code of Ordinances of the City of Palm Beach Gardens, Florida, is hereby amended at Article I. In General by adopting new Section 18-1. Minimum notice for residential rental payment increases and new Section 18-2. Penalties; providing that Article I. shall hereafter read as follows:

## **ARTICLE I. - IN GENERAL**

### **Sec. 18-1. - Minimum notice for residential rental payment increases.**

A residential landlord that proposes to increase the current rental rate by 5 percent or more at the end of a lease for a specific term, or during a tenancy without a specific duration in which the rent is payable on a month-to-month basis, must provide 60 days' written notice to the tenant before the tenant must either:

- (1) Accept the increased rental rate;
- (2) Reach an acceptable compromise; or
- (3) Reject the rent increase, terminate the tenancy, and vacate the premises.

If the required 60 days' written notice has been provided and the tenant has not agreed to the rent increase or an acceptable compromise, the landlord may increase the rent, as noticed, or require the tenant(s) to vacate the residence.

### **Sec. 18-2. - Penalties.**

Each failure to timely provide the notice required by Section 18-1. shall be subject to a fine of up to \$15,000 as an irreversible violation in accordance with Chapter 162, Florida Statutes. Additionally, each day for which a rental rate increase of 5 percent or more is imposed after failing to provide the required notice shall be subject to a daily fine of up to \$1,000 for an initial violation and up to \$5,000 per day for a repeat violation. Furthermore, the City reserves the right to pursue all other legal remedies available under the law to enforce the terms of this Article I.

### **Secs. 18-4 18-3 – 18-30. - Reserved.**

**SECTION 2.** All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

**SECTION 3.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 4.** Specific authority is hereby granted to codify this Ordinance.

**SECTION 5.** This Ordinance shall become effective immediately upon adoption.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022, upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, upon second and final reading.

<b>CITY OF PALM BEACH GARDENS</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSENT</b>
BY: _____	_____	_____	_____
Chelsea Reed, Mayor			
_____	_____	_____	_____
Rachelle A. Litt, Vice Mayor			
_____	_____	_____	_____
Carl W. Woods, Councilmember			
_____	_____	_____	_____
Mark T. Marciano, Councilmember			
_____	_____	_____	_____
Marcie Tinsley, Councilmember			

**ATTEST:**

BY: \_\_\_\_\_  
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
R. Max Lohman, City Attorney



**ORDINANCE 2022-10 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 20, “CIVIL RIGHTS,” ARTICLE IV, “LANDLORD TENANT NOTICE REQUIREMENTS,” BY ADOPTING SECTION 20-22 “NOTICE OF TERMINATION OF MONTHLY NON-RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-23 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL NON-RESIDENTIAL TENANCIES,” TO REQUIRE 180-DAYS’ WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida (“City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, like other cities in South Florida, over the past year, the City has witnessed a significant and steady increase in non-residential (i.e., commercial) rental rates being paid by commercial tenants; and

**WHEREAS**, the Mayor and Commissioners have personally heard from members of the public regarding above-average increases in commercial rental rates within the City and Palm Beach County; and

**WHEREAS**, according to commercial real estate market year-end data for Palm Beach County for 2021 and the first quarter of 2022, vacancy rates continue to drop and the price per square foot continues to rise; and

**WHEREAS**, the City has very limited options to assist commercial renters with unreasonable increases in rent; and

**WHEREAS**, Part I of Chapter 83, Florida Statutes, applies to the rental of non-residential tenancies and sets forth the rights and duties of landlords and tenants; and

**WHEREAS**, Part I of Chapter 83, Florida Statutes, does not provide specific notification requirements for landlords seeking to increase rental rates; and

**WHEREAS**, although some lease agreements contain provisions regarding increase in rental rates, a landlord generally may not raise rent during the term of a lease; and

**WHEREAS**, normally, unless rate increases are addressed in the lease, a landlord will have to wait until the end of the term of the lease or tenancy to raise the rental rate



and, while not required, generally the notice of such increase is provided in accordance with the termination notice set forth in the lease or set forth by law; and

**WHEREAS**, with respect to notices of termination of tenancy, when there is no lease, section 83.03, Florida Statutes, provides that the landlord must provide at least a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 45-day notice to a tenant renting quarter-to-quarter, and a 3 month notice to a tenant renting year-to-year; and

**WHEREAS**, this means tenants renting on a month-to-month basis without a lease could be evicted after receiving only 15 days written notice of a rental rate increase and/or termination of their non-residential tenancy; and

**WHEREAS**, according to the Florida Attorney General opinion No. 94-41 (May 5, 1994) and the case law cited therein, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notification period for month-to-month residential tenancies without a specific duration pursuant to section 83.57, Florida Statutes; and

**WHEREAS**, the Florida Attorney General concluded that such enlargement of the notification period by ordinance would be supplemental to section 83.57, Florida Statutes, and compliance with such ordinance is possible without violating section 83.57, Florida Statutes; and

**WHEREAS**, the same arguments set forth in this Florida Attorney General opinion are, arguably, applicable to month-to-month non-residential tenancies without a specific duration as set forth in section 83.03, Florida Statutes; and

**WHEREAS**, the City desires to assist commercial and other non-residential tenants faced with unreasonable rental rate increases, including those tenants who may only receive 15 days written notice prior to eviction for the same; and

**WHEREAS**, with the current lack of vacant non-residential rentals and increases in rents, 15 days written notice is insufficient time for such a tenant to find a new affordable location to move a business to or means to pay an increase in rent in excess of five percent (5%); and

**WHEREAS**, requiring landlords to provide 180-days written notice before the rent can be increased more than five percent (5%) and before a tenant can be forced to leave in a month-to-month tenancy without a lease is a reasonable time period given the current market conditions; and

**WHEREAS**, the City, in response to the Florida Attorney General's opinion 94-41, desires to enact this Ordinance requiring 180-days written notification to be given by all City of Lake Worth Beach non-residential landlords to their tenants with a lease or a monthly tenancy without a specific duration prior to increasing the tenants' rental rates above five percent (5%) and prior to terminating a tenancy if the tenancy is monthly without a specific duration; and

**WHEREAS**, the City Commission has reviewed the recommended amendments to Chapter 20 and has determined that they serve a valid public purpose and are in the best interest of the public health, safety and general welfare of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA** that:

**Section 1.** Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct and as the specific findings of the City of Lake Worth Beach City Commission.

**Section 2.** Amendment. Chapter 20, entitled "Civil Rights," is hereby amended at Article IV, "Landlord Tenant Notice Requirements," to read as follows:

**Sec. 20-22. – Required fair written notice of termination of monthly non-residential tenancy without specific duration.**

A non-residential tenancy without a specific duration (as defined in subsection 83.03(2), Florida Statutes) in which the rent is payable on a month to month basis may be terminated by either the landlord or tenant by giving not less than 180-days written notice prior to the end of any monthly period.

**Sec. 20-23. – Required fair written notice of rental payment increases for non-residential tenancies.**

A non-residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific duration, or during a tenancy without a specific duration (as defined in subsection 83.03(2), Florida Statutes) in which the rent is payable on a month to month basis, must provide 180-days written notice to the tenant before the tenant must either:

- (1) Accept the proposed amendment;
- (2) Reach an acceptable compromise; or,
- (3) Reject the proposed amendment to their tenancy.

If the required 180-days written notice has been provided and the tenant has not agreed to the proposed amendment or an acceptable compromise, the landlord may impose the proposed amended term(s) or require the tenant(s) to vacate the premises.

**Section 3.** Except for the notice provisions set forth above in sections 20-22 and 20-23, all other provisions set forth in Chapter 83, Part I, Florida Statutes, as may be amended from time to time, shall govern non-residential tenancies.

**Section 4.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** Codification. The sections of this Ordinance may be made a part of the City's Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 7.** Effective Date. This Ordinance shall take effect immediately after its adoption.

The passage of this Ordinance was moved by Vice Mayor McVoy, seconded by Commissioner Malega, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Christopher McVoy	AYE
Commissioner Sarah Malega	AYE
Commissioner Kim Stokes	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 3<sup>rd</sup> of May, 2022.

The passage of this ordinance on second reading was moved by Commissioner Malega, seconded by Commissioner Diaz, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Christopher McVoy	AYE
Commissioner Sarah Malega	AYE
Commissioner Kim Stokes	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on the 19<sup>th</sup> day of May, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk



## **ORDINANCE NO. 1029**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, AMENDING CHAPTER 6. BUILDINGS AND BUILDING REGULATIONS. AT ARTICLE XI. STANDARD HOUSING CODE. TO ADD ENTIRELY NEW DIVISION 4. – LANDLORD TENANT NOTICE REQUIREMENTS. AND SECTIONS 6-200. - NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION. AND 6-201 - WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL RESIDENTIAL TENANCIES., TO REQUIRE 60-DAYS' WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 6. BUILDINGS AND BUILDING REGULATIONS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village of Royal Palm Beach ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, according to the University of Florida's Shimberg Center for Housing Studies' 2019 Rental Market Study, there are 2.6 million rental households in the state; and

WHEREAS, according to data from CoStar Group, a real estate information provider, rental rates in Palm Beach County in November 2021 increased 31% from the prior year; and

WHEREAS, according to Zillow, the average monthly rent in Miami-Dade, Broward and Palm Beach counties was \$2,564.00 as of December 2021; and

WHEREAS, the Sun Sentinel recently reported research from three Florida colleges indicating renters in South Florida are paying 18.98% more than they would under normal market increases where a five percent (5%) increase in rent is a normal annual increase; and

WHEREAS, since the State has preempted the area of rent control and the statutory process to adopt a rent control ordinance requires a referendum each year, the Village has very limited realistic options to assist renters with unreasonable increases in rent; and

WHEREAS, Part II of Chapter 83, Florida Statutes, the "Florida Residential Landlord and Tenant Act" ("Act"), applies to the rental of residential dwelling units and sets forth landlord tenant rights and duties but does not provide specific notice requirements for rent increases; and

WHEREAS, while some leases contain rent increase provisions, landlord generally may not raise rent during the term of a lease and instead wait until the end of the lease or tenancy term to raise the rent; and

WHEREAS, with a written lease, Section 83.575 of the Act provides that notice to terminate is no more than sixty (60) days; however, when there is no lease, the landlord must provide at least 7-days' notice for week-to-week, 15-days' notice for month-to-month, 30-days' notice for quarter-to-quarter, and 60-day' notice for year-to-year rentals; and

WHEREAS, this means month-to-month tenants without a lease could be evicted after receiving only fifteen (15) days' notice of a rate increase and/or termination of their tenancy, which given the current lack of vacant rentals and rising rents, is insufficient time for such tenant to find a new affordable location or means to pay a rent increase over five percent (5%); and

WHEREAS, according to Florida Attorney General Opinion No. 94-41 (May 5, 1994) and the case law cited therein, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notice period for month-to-month tenancies without a specific duration pursuant to Section 83.57 of the Act; and

WHEREAS, Florida's Attorney General concluded that such enlargement of the notice period by ordinance would be supplemental to the Act and compliance with such ordinance is possible without violating the Act; and

WHEREAS, requiring landlords to provide 60-days written notice before the rent can be increased more than five percent (5%) and before a tenant can be forced to leave in a month-to-month tenancy is a reasonable time period given current market conditions; and

WHEREAS, the Village, in response to Florida Attorney General's Opinion No. 94-41, desires to enact this ordinance requiring sixty (60) days written notification to be given by all residential landlords to their tenants with a lease or a monthly tenancy without a specific duration prior to increasing the tenants' rent more than five percent (5%) and prior to terminating a tenancy if the tenancy is monthly without a specific duration; and

WHEREAS, the Village has determined that this Ordinance promotes the safety, health, convenience, and general welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, THAT:

**Section 1:** The facts and recitations contained in the preamble of this Ordinance are

adopted and incorporated by reference as if set forth in this section.

**Section 2:** Chapter 6. Buildings and Building Regulations. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article XI. Standard Housing Code. to add an entirely new Division 4. Landlord Tenant Notice Requirements. and Sections 6-200. - Notice of Termination of Monthly Residential Tenancy Without Specific Duration. and 6-201 - Written Notification Requirements Related to Rental Payment Increases for All Residential Tenancies., to require 60-days' written notice for termination of tenancies and increases in rental rates; providing that the aforesaid definition at Division 4 shall hereafter read as follows:

#### **DIVISION 4. – LANDLORD TENANT NOTICE REQUIREMENTS.**

##### **Sec. 6-200. – Required fair written notice of termination of monthly residential tenancy without specific duration.**

A residential tenancy without a specific duration (as defined in section 83.46(2), Florida Statutes) in which the rent is payable on a month to month basis may be terminated by either the landlord or tenant by giving not less than sixty (60) days written notice prior to the end of any monthly period.

##### **Sec. 6-201. – Required fair written notice for rental payment increases for residential tenancies.**

A residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific duration, or during a tenancy without a specific duration (as defined in section 83.46(2), Florida Statutes) in which the rent is payable on a month to month basis, must provide sixty (60) days' written notice to the tenant before the tenant must either:

- (1) Accept the proposed amendment;
- (2) Reach an acceptable compromise; or,
- (3) Reject the proposed amendment to their tenancy.

If the required sixty (60) days' written notice has been provided and the tenant has not agreed to the proposed amendment or an acceptable compromise, the landlord may impose the proposed amended term(s) or require the tenant(s) to vacate the residence.

**Section 3:** Each and every other Section and Sub-section of Chapter 6. Buildings and Building Regulations. shall remain in full force and effect as previously enacted.



**Section 4:** All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

**Section 5:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 6:** Specific authority is hereby granted to codify this Ordinance.

FIRST READING this 19<sup>th</sup> day of May, 2022.

SECOND AND FINAL READING this 16<sup>th</sup> day of June, 2022.

VILLAGE OF ROYAL PALM BEACH

\_\_\_\_\_  
MAYOR FRED PINTO

ATTEST:

(Seal)

\_\_\_\_\_  
DIANE DISANTO, VILLAGE CLERK

Date \_\_\_\_\_

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0*</u>	_____	_____	_____	_____

# ADDITIONAL FTE

POSITIONS (Cumulative)      0      0      0      0      0

Is Item Included In Current Budget?    Yes \_\_\_\_\_    No X\_\_\_\_\_

Does this item include the use of federal funds?    Yes \_\_\_\_\_    No X\_\_\_\_\_

Budget Account Exp No: Fund XXXX Dept. XXX Unit XXXX Obj. XXXX Prog. XXXX

Rev No: Fund XXXX Dept. XXX Unit XXXX Rev. XXXX Prog. XXXX

B. Recommended Sources of Funds/Summary of Fiscal Impact:

\*The fiscal impact is undetermined at this time.

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Shirley M. ... 7/28/22  
8/1/22 OFMB gpt 7-28-22

Shirley M. ... 8/2/22  
Contract Dev. And Control

B. Legal Sufficiency:

8/3/2022  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.



(Continued from page 1)

**Background and Policy:** During the coronavirus-2019 (COVID-19) pandemic, there has been an influx of people moving to Florida from states with higher wages and costs of living, which has caused an upsurge in rental rates in Florida. Specifically in Palm Beach County, rents have increased thirty-seven percent (37%) during 2021, continuing to increase through the beginning of 2022.

Part II of Chapter 83, Florida Statutes, commonly known as the “Florida Residential Landlord and Tenant Act” (“the Act”), applies to the rental of residential dwelling units and sets forth the rights and duties of landlords and tenants. The Act does not provide specific notification requirements for landlords seeking to increase rental rates. Although some lease agreements contain provisions regarding increases in rental rates, a landlord generally may not raise rent during the term of a lease. A landlord generally will have to wait until the end of the term of the lease to raise the rent and it is expected that notice of such increase will be provided in accordance with termination notices set forth by law or in accordance with the lease agreement. With respect to notices of termination of tenancy, if there is a written lease, Section 83.575 of the Act provides that the notice required to terminate a tenancy is no more than 60 days’ notice. Where there is no written lease, , Section 83.57 provides that the landlord should provide a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 30-day notice to a tenant renting quarter-to-quarter, and a 60-day notice to a tenant renting year-to-year.

According to court opinions and Florida Attorney General Opinion No. 94-91, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notification period for month-to-month tenancies without a specific duration pursuant to Section 83.57. The Attorney General concluded that such enlargement of the notification period is supplemental to the Act, and compliance with such an ordinance is possible without violating Section 83.57.

ORDINANCE NO. 2022-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING SECTIONS 14-81 AND 14-82 OF THE PALM BEACH COUNTY CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR REQUIRED WRITTEN FAIR NOTICE OF TERMINATION OF RESIDENTIAL TENANCIES WITH SPECIFIC DURATION AND CERTAIN TENANCIES WITHOUT SPECIFIC TERM AND WRITTEN FAIR NOTICE REQUIREMENTS FOR RENTAL PAYMENT INCREASES FOR RESIDENTIAL TENANCIES WITH SPECIFIC DURATION AND CERTAIN TENANCIES WITHOUT SPECIFIC TERM; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, it is the intention of this Board to provide all Palm Beach County residents with written fair notice if their residential tenancies are to be terminated or if their rents are to increase; and

**WHEREAS**, as growth outpaced construction in the 2010-2019 decade, an annual supply gap of 2,732 housing units has grown to a supply deficit of over 30,000 housing units; and

**WHEREAS**, according to the University of Florida's Shimberg Center for Housing Studies' 2019 Rental Market Study, there are 2.6 million renter households in the State of Florida; and

**WHEREAS**, homeowners represent sixty-nine percent (69%) of all households, and renters represent thirty-one percent (31%); and

**WHEREAS**, as of early 2021, thirty-nine percent (39%) of all households in Palm Beach County were cost-burdened, paying more than thirty percent (30%) of income towards housing expenses; and

**WHEREAS**, the situation is most dire for renters, of which 56.6% (97,368) were cost-burdened in 2021, including 29.8% (51,282) of renters who are severely cost-burdened, paying more than 50% of income towards rent; and

**WHEREAS**, during the coronavirus-2019 (COVID-19) pandemic, there has been an influx of people moving to Florida from states with higher wages and cost of living, which has caused an upsurge in rental rates in Florida; and

**WHEREAS**, rents in Palm Beach County increased thirty-seven percent (37%) during 2021; and

1           **WHEREAS**, the current average monthly rent for a 2-bedroom apartment has now  
2 reached \$2,355; and

3           **WHEREAS**, Part II of Chapter 83, Florida Statutes, commonly known as the “Florida  
4 Residential Landlord and Tenant Act” (“the Act”), applies to the rental of residential dwelling  
5 units and sets forth the rights and duties of landlords and tenants; and

6           **WHEREAS**, the Act does not provide specific notification requirements for landlords  
7 seeking to increase rental rates; and

8           **WHEREAS**, although some lease agreements contain provisions regarding increases in  
9 rental rates, a landlord generally may not raise rent during the term of a lease; and

10          **WHEREAS**, therefore, a landlord will have to wait until the end of the term of the lease  
11 to raise the rent and it is expected that notice of such will be provided in accordance with  
12 termination notices set forth by law or in accordance with the lease agreement; and

13          **WHEREAS**, with respect to notices of termination of tenancy, if there is a written lease,  
14 Section 83.575 of the Act provides that the notice required to terminate a tenancy is no more than  
15 60 days’ notice; and

16          **WHEREAS**, where there is no lease, Section 83.57 provides that a landlord terminating  
17 the tenancy should provide not less than seven days’ notice to a tenant renting week-to-week, not  
18 less than 15 days’ notice to a tenant renting month-to-month, not less than 30 days’ notice to a  
19 tenant renting quarter-to-quarter, and not less than 60 days’ notice to a tenant renting year-to-  
20 year; and

21          **WHEREAS**, the Florida Legislature has not preempted local governments from enacting  
22 ordinances requiring notices of termination of 60 days or less for tenancies with written leases  
23 covered under Section 83.575, Florida Statutes; and

24          **WHEREAS**, according to court opinions and Florida Attorney General Opinion No. 94-  
25 41, the Florida Legislature has not preempted local governments from enacting ordinances that  
26 enlarge the notification period for tenancies without a specific term pursuant to Section 83.57 of  
27 the Act; and

28          **WHEREAS**, the Attorney General concluded that such enlargement of the notification  
29 period would be supplemental to the state statute, and compliance with such ordinance is possible  
30 without violating Section 83.57; and

1       **WHEREAS**, to assist renters, the City of Miami Beach, the City of Lake Worth Beach,  
2       Miami-Dade County, the City of Royal Palm Beach, and the City of West Palm Beach recently  
3       enacted ordinances that require 60 days' written notification be given by residential landlords in  
4       those jurisdictions to their tenants prior to termination of certain tenancies and/or prior to  
5       increasing the tenants' rent beyond a specified percentage; and

6       **WHEREAS**, this Board desires to amend the Palm Beach County Code of Ordinances to  
7       provide 60-day notification requirements for termination of tenancies with specific duration  
8       under Section 83.575 and for certain tenancies without a specific term under Section 83.57 of the  
9       Act; and

10      **WHEREAS**, this Board further desires to require that residential landlords in  
11      unincorporated and incorporated Palm Beach County who propose to increase the rents of their  
12      tenants by five percent (5%) or more shall provide such tenants with advance written notice of  
13      such increase.

14      **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
15      **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

16  
17      **SECTION 1.** Section 14-81 of the Code of Palm Beach County, Florida, is hereby  
18      amended to read as follows:

19              ~~**Secs. 14-81—14-241. --Reserved.**~~

20              **Sec. 14-81. - Authority.**

21              This article is adopted under the authority of Article VIII, Section 1(g) of the  
22              Florida Constitution; Chapter 125, Florida Statutes; and Article 1 of the Palm Beach  
23              County Home Rule Charter.

24  
25      **SECTION 2.** Section 14-82 of the Palm Beach County Code of Ordinances is hereby amended  
26      to read as follows:

27              **Sec. 14-82. - Required written fair notice of termination of residential**  
28              **tenancies with specific duration and certain tenancies without specific term;**  
29              **written fair notice requirements for rental payment increases for residential**  
30              **tenancies with specific duration and certain tenancies without specific term.**

1 (a) A landlord desiring not to renew a residential tenancy with a specific  
2 duration as described in Section 83.575(1), Florida Statutes at the end  
3 of its term shall give not less than 60 days' written fair notice of non-  
4 renewal prior to the end of any tenancy.

5 (b) A landlord desiring to terminate a residential tenancy without a specific  
6 term under Section 83.57(1) through (3), Florida Statutes shall give not  
7 less than 60 days' written fair notice of termination prior to the end of  
8 any tenancy.

9 (c) A residential landlord that proposes to increase the rental rate by more  
10 than five percent (5%) at the end of a lease for a specific duration under  
11 Section 83.575(1), or during any tenancies without a specific term under  
12 Section 83.57(1) through (3), Florida Statutes, must provide not less  
13 than 60 days' written fair notice to the tenant before the tenant must  
14 either:

15 1) accept the proposed amendment;

16 2) reach an acceptable compromise; or

17 3) reject the proposed amendment to their tenancy.

18 If the required 60 days' written fair notice has been provided and the  
19 tenant has not agreed to the proposed amendment or an acceptable  
20 compromise, the landlord may impose the proposed amended term(s) or  
21 require the tenant(s) to vacate the residence in accordance with the lease  
22 agreement and law.

23 (d) The written fair notices required by (a) through (c) above shall run  
24 concurrently if a landlord provides both a notice to increase the rental  
25 rate by more than 5% and, in lieu of tenant agreeing to such increase or  
26 both parties reaching an acceptable compromise, a notice of  
27 termination.

28 (e) The requirements of this Ordinance shall apply within incorporated and  
29 unincorporated areas of Palm Beach County; except to the extent that  
30 this Ordinance conflicts with a municipal ordinance, regardless of the



1 time of passage of the municipal ordinance, or in the event that the  
2 governing body of a municipality elects to opt out of this ordinance  
3 within its jurisdiction.

- 4 (f) Except for the notice provisions set forth in subsections (a) through (c),  
5 all other provisions set forth in Part II of Chapter 83, Florida Statutes,  
6 as such may be amended, shall govern residential tenancies.

7  
8 **SECTION 3.** Sections 14-83 of the Code of Palm Beach County, Florida, is hereby  
9 amended to read as follows:

10 **Sec. 14-83. - Enforcement.**

- 11 (a) Palm Beach County Code Enforcement Officers and any other  
12 enforcement personnel as authorized by the County Administrator are  
13 authorized to enforce the provisions of this ordinance within  
14 unincorporated Palm Beach County.

- 15 (b) The violation of any provision of this ordinance may be enforced  
16 pursuant to terms and procedures in Chapter 162, F.S., Local  
17 Government Code Enforcement Boards Act, as may be amended or  
18 recodified from time to time. Pursuant to Section 162.09(2)(d), Florida  
19 Statutes, the Palm Beach County Special Master may impose fines that  
20 shall not exceed one thousand dollars (\$1,000.00) per day per violation  
21 for a first violation, five thousand dollars (\$5,000.00) per day per  
22 violation for a repeat violation, and up to fifteen thousand dollars  
23 (\$15,000.00) per violation if the Palm Beach County Special Master  
24 finds the violation to be irreparable or irreversible in nature. In  
25 determining the amount of the fine, the Palm Beach County Special  
26 Master shall consider:

27 1) The gravity of the violation; and

28 2) Any actions taken by the violator to correct the violation; and

1                    3) Any previous violations committed by the violator.

2                    (c) In incorporated Palm Beach County, this ordinance shall be enforced by

3                    any municipal code enforcement officers or any law enforcement

4                    agency having jurisdiction of the area within which the residential

5                    tenancy at issue is located pursuant to Section 125.69 and Chapter 162,

6                    Florida Statutes, or any applicable municipal code enforcement

7                    provision.

8    **SECTION 4.** Sections 14-84—14-241 of the Code of Palm Beach County, Florida, are hereby

9    amended to read as follows:

10 **Secs. 14-84—14-241. - Reserved.**

11

12 **SECTION 5.** If any section, subsection, paragraph, provision, sentence, clause, phrase, or word

13 of this ordinance is held unconstitutional, inoperative, invalid, or void, such holding shall not

14 affect the remainder of this Ordinance.

15

16 **SECTION 6.** The provisions of this Ordinance shall become and be made a part of the Code of

17 Laws and Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be

18 renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to

19 "section", "article", or any other appropriate word.

20

21 **SECTION 7.** This Ordinance shall take effect immediately after its adoption.

22

23                    APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach

24 County, Florida, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

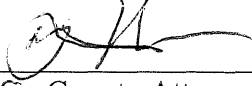
25

26    JOSEPH ABRUZZO, CLERK	PALM BEACH COUNTY, FLORIDA, BY ITS
27	BOARD OF COUNTY COMMISSIONERS
28    By: _____	By: _____
29                    Deputy Clerk	Robert Weinroth, Mayor

30

1 APPROVED AS TO FORM AND  
2 LEGAL SUFFICIENCY

3

4 By:   
5 for County Attorney