

## ORDINANCE NO. 2022-18

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 9 “MISCELLANEOUS OFFENSES,” BY ADOPTING ARTICLE III “LANDLORD/TENANT NOTICE REQUIREMENTS,” SECTION 9-30 “NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 9-31 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR RENTAL TENANCIES,” TO REQUIRE 60-DAYS’ WRITTEN NOTICE FOR TERMINATION OF CERTAIN TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, PRESERVATION, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, like other cities in South Florida, over the past year, the City has witnessed a significant and steady increase in rental rates being paid by tenants; and

**WHEREAS**, the Mayor and Council Members have heard from members of the public regarding unreasonable increases in rental rates within the City and Palm Beach County; and

**WHEREAS**, according to data from CoStar Group, a provider of multi-family home real estate information, rental rates in Palm Beach County in November 2021 increased 31% from prior year rental rates in 2020; and

**WHEREAS**, data from Zumper, RedFin and Apartment List found similar numbers with increases in rental rates from 2020 to 2021; and

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

**WHEREAS**, in the same article by the Sun Sentinel it was reported that a five percent (5%) increase in rent is a normal annual increase in rental rates; and

**WHEREAS**, the most recent housing assessments conducted by Florida International University, from 2018 to 2020, showed that in Palm Beach County, 52.7% of renters’ households are severely cost-burdened; and

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**WHEREAS**, according to the US Census Bureau, rental vacancy rates during the fourth quarter of 2021 fell to 5.6%, the lowest since 1984; and

**WHEREAS**, a decrease in available rentals is exacerbating the increases in rent as landlords have a lack of empty units and empty units usually help to maintain the affordability of the rental rates; 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 City has very limited realistic options to assist renters with unreasonable increases in rent; and

**WHEREAS**, Part II of Chapter 83, Florida Statutes, which is commonly known as “Florida Residential Landlord and Tenant Act” (“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 increase in rental rates, a landlord generally may not raise rent during the term of a lease; and

**WHEREAS**, normally, 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, if there is a written lease (with a specific duration, i.e., term), section 83.575 of the Act provides that notice to terminate is no more than 60 days; and

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**WHEREAS**, when there is no lease or a lease with no set duration, section 83.57 of the Act 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 30-day notice to a tenant renting quarter-to-quarter, and a 60-day notice to a tenant renting year-to-year; and

**WHEREAS**, this means tenants renting on a month-to-month basis (without a specific duration) could be evicted after receiving only 15 days written notice of a rental rate increase and/or termination of their 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 tenancies without a specific duration pursuant to section 83.57 of the Act; and

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

**WHEREAS**, the City desires to assist 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 rentals and increases in rents, 15 days written notice is insufficient time for such a tenant to find a new affordable location to live or means to pay an increase in rent in excess of five percent (5%); 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 basis (without a specific duration) is a reasonable time period given the current market conditions; and

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**WHEREAS**, the City, in response to the Florida Attorney General’s opinion 94-41, desires to enact this Ordinance requiring 60 days written notification to be given by City of Greenacres residential landlords to their tenants with a lease (with a specific duration) or a month-to-month 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 month-to-month without a specific duration; and

**WHEREAS**, the City Council has reviewed the recommended ordinance and legislatively determines and declares that the ordinance serves a valid public purpose and is in the public interest of the health, safety, and general welfare of the residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:**

**SECTION 1. LEGISLATIVE FINDINGS, INTENT AND PURPOSE.** The WHEREAS clauses contained herein are legislatively determined to be true and correct and are incorporated herein and represent the legislative findings of the City Council. It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the residents of the City.

**SECTION 2.** The City Council hereby amends the Greenacres Code by adopting new Chapter 9 Miscellaneous Offenses, Article III Landlord/Tenant Notice Requirements, which shall read as follows:

**ARTICLE III. – LANDLORD/TENANT NOTICE REQUIREMENTS**

**Sec. 9-30. – 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 60 days written notice prior to the end of any monthly period.

**Sec. 9-31. – Required fair 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 with a specific duration, or during a tenancy without a specific

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duration (as defined in section 83.46(2), Florida Statutes) 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 proposed amendment.
- (2) Reach an acceptable compromise; or,
- (3) Reject the proposed amendment to their tenancy.

If the required 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 5.** Except for the notice provisions set forth above in sections 9-30 and 9-31, all other provisions set forth in Chapter 83, Part II, Florida Statutes, as may be amended from time to time, shall govern residential tenancies.

**SECTION 6. SEVERABILITY.** Should any one or more of the provisions or elements of this ordinance be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements of this ordinance and shall in no way affect the validity of any of the remaining provisions or elements of this ordinance.

**SECTION 7. PRESERVATION.** All pending code compliance cases and code compliance orders existing at the time of the adoption of this ordinance are preserved and shall remain in full force and effect. All code compliance cases to be taken before the special magistrate after the date of adoption of this ordinance shall be processed in accordance with this ordinance. All requests for a release or partial release of an existing code compliance order which are made after the date of the adoption of this ordinance shall be processed in accordance with this ordinance.

**SECTION 8. CONFLICTS.** All other ordinances and resolutions in conflict with this ordinance are hereby cancelled, repealed, or revised to be consistent with provisions and elements of this Ordinance.

**SECTION 9. CODIFICATION.** Specific authority is hereby granted to codify Section 4 of this Ordinance by removing the current Division 2, entitled "Code Enforcement", as set forth in Chapter 2, Article III; and, replacing it with the newly created Article VIII, entitled "Code Compliance", to be set forth at Chapter 2. The sections set forth in Section 4 of this Ordinance may be renumbered to accomplish such intentions.

**SECTION 10. EFFECTIVE DATE.** That this Ordinance shall take effect immediately upon its final approval and adoption.

**Passed on the first reading this 6<sup>th</sup> day of June, 2022.**

**PASSED AND ADOPTED on the second reading this DD day of Month, 202Y.**

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**Joel Flores**, Mayor

**Attest:**

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**Quintella Moorer**, City Clerk

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**John Tharp**, Deputy Mayor

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**Peter Noble**, Council Member, *District II*

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**Judith Dugo**, Council Member, *District III*

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**Suzy Diaz**, Council Member, *District IV*

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**Paula Bousquet**, Council Member, *District V*

**Approved as to Form and Legal Sufficiency:**

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**Glen J. Torcivia**, City Attorney