

American Property Management, LLC

15-60 Day Notice for Month-To-Month Occupancy

PLEASE Review Your CHECK OUT INSPECTION REQUIREMENTS

Rasha Alsabbah and Ibrahim Alferaih (daughters: Orkid and Retal)

LEGAL NOTICE and PROPERTY ADDRESS: 950 LUMINARY CIRCLE UNIT 103, MELBOURNE, FL 32901

FORWARDING ADDRESS: _____

New Numbers: work: _____ Home: _____ Cell: _____ Notice Date: ___/___/20___.

The herein named tenant(s) now willingly agree(s) to surrender all rights, privileges, occupancy, possession, and use of the subject property on the 31st day of October, 2013 ("THE SURRENDER DATE") as confirmed by signatures below

B. From The Tenant Landlord Act

"83.57 Termination of tenancy without specific term.--A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

- 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 15 days' notice prior to the end of any monthly period; &
- 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."

C. Explanation - Many leases attempt to make the resident give more notice than 15 days in order to terminate the month to month tenancy. Often 30 days is a typical requirement in the lease. While the lease may clearly state 30 days, and the resident by signing the lease has presumably agreed to it, the law will prevail. A month to month tenancy can be terminated by the resident giving at least 15 days' notice prior to the end of the monthly rental period. No more can be required. If the lease has a clause requiring more notice, remember that it probably cannot be enforced.

D. Examples (tenants-please call and discuss should you have questions – attorney provided examples)

1. Resident gives landlord notice on 5th of September saying he is leaving on the 30th of September. - Result: This is proper notice and the resident must pay the entire month's rent for September.
2. **Resident gives landlord notice on 5th September saying she is leaving on the 20th of September. - Result: This is likely proper notice, but the resident must pay the entire month's rent for September. No prorated rent is due back.
3. **Resident gives landlord notice on 5th of Sept. saying he is leaving on the 10th of Sept.. - Result: Although not 15 days' notice, this notice will likely hold up, but the resident must pay the entire month's rent for Sep. No prorated rent is due back.
4. Resident gives landlord notice on 20th of Sept. saying she is leaving on the 30th of September. - Result: This is short notice and resident must pay or will owe the entire month's rent for October unless the landlord re-rents the unit prior to Oct. 31.
5. **Resident gives landlord notice on 1st of September saying he is leaving on the 16th of September. - Result: This is likely proper notice, but the resident must pay the entire month's rent for September. No prorated rent is due back.
6. Resident gives landlord notice on the 20th of Sept. saying she is leaving on the 5th of Oct. - Result: This is short notice and resident must pay or owe the entire month of October unless the landlord re-rents the unit prior to October 31.

***In examples 2, 3, and 5 above, the resident does not actually inform the landlord that he or she will be out Sept. 30. The landlord's nonrenewal notice to the tenant must be accurate concerning this date. It is usually a good idea to "cross-notice" the resident with your own notice of nonrenewal in these situations; this will also clarify your position that full Sept. rent is owed.*

E. Security deposits balances will be processed/disbursed within 15-30 days of end of lease. The Tenant(s) hereby authorizes the agent for owner to deduct amounts of unpaid tenant bills or actual tenant cost assumed by the owner/agent for owner from the security deposit and/or guarantee in the event these amounts are unpaid by the tenant(s) including all of the items called for in the "**Check Out Inspection Requirements Addendum**". In the event of a claim on security a notice will be issued.

F. DISPUTES AND LITIGATION: In the event of a dispute concerning the security deposit, guarantee and tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the owner of record; TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the owner of record of the premises in the event of a legal dispute.

G. Alternately, you may provide funds and authorize Aamerican Property Management to do end of lease inspection, preparation, cleaning and repairs deducting costs from the security deposit. Accounting is provided.

Tenant(s) Issue 15-60 Day Notice: _____ Date: ___/___/___
Signature

Tenant(s) Issue 15-60 Day Notice: _____ Date: ___/___/___
Signature