

LANDLORD TRAINING PROGRAM

**KEEPING ILLEGAL ACTIVITY
OUT OF RENTAL PROPERTIES**



Presented by the

Hollywood
Police Department



E-mail Us

www.hollywoodpolice.org

This book was created by the
Patrol Division – Special Operations

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Sample Documents Attached:

Hollywood Police Department Trespass Affidavit

Sample Lease Agreement

Lease Addendum for Drug-Free Housing

ACKNOWLEDGEMENTS

The landlord Training Program was developed by the Hollywood Police Department as a strategy to combat drug, prostitution, and other illegal activity occurring on or about rental property throughout the City of Hollywood.

This program was originally developed by John H. Campbell of Campbell Delong Resources Inc. for the City of Portland, Oregon, 1992. The Bureau of Justice Assistance, Office of Justice Programs, and U.S. Department of Justice funded the program.

The Hollywood Police Department first presented this material to over 200 property owners and landlords in the fall of 1997.

This material is updated by members of the Patrol Division – Special Operations.
Last revised –Summer 2009

District 1

**Major James Jones
Executive Sergeant Van Szeto**

District 2

**Major James Jones
Executive Sergeant Van Szeto**

FOREWORD

As a property owner/manager of a rental property, you have the responsibility not only to your tenants, but to your community as well. The Hollywood Police Department holds property owners accountable for activities occurring on their property, regardless of the distance from the owner's residence to the rental property. Rental properties are attractive locations to conduct illegal activity because of its transient population, because some tenants feel that they have no stake in the community, because of indifference from some property owners, and because environmental conditions make it easy to conduct such activity.

The most effective way to deal with improper or illegal activity is through a coordinated effort between the police, property owners, tenants, and neighbors. The Hollywood Police Department actively encourages citizen participation and welcomes more responsibility by residents for activity occurring on the premises by forming Crime Watch groups, etc. This booklet is an educational tool. We hope that property owners will be as proactive as the Hollywood Police Department in preventing incidents. We also hope that this program will be beneficial for all parties by reducing calls for service and enabling property owners to operate a profitable and safe business and that a safe environment is created for tenants.

The Hollywood Police Department and the City of Hollywood are pro business and want property owners to maintain a profitable business. You should be cognizant; however, that the Hollywood Police Department has effectively used the Nuisance Abatement Ordinance as a tool in ending patterns of illegal activity. The HPD has collaborated with the Office of the U.S. Attorney in a Title 21 seizure investigation of an apartment complex. The HPD also uses all available resources to solve problems; through working with the Building Department, Code Enforcement Department, and Fire Department, properties deemed unsafe structures were promptly demolished.

As members of the police department, we realize that we can learn from you, the property owner; you have the knowledge and expertise in certain subject matter. If we form a stronger partnership, then the quality of life will improve in the City of Hollywood and everyone wins. We appreciate your involvement and concern for our community.

***Various parts of this document provide broad descriptions of legal procedure, however, no part of this guide should be regarded as legal advice or considered a replacement of a landlord's responsibility to be familiar with federal, state, and local law governing a particular jurisdiction. If you need legal advice, seek the services of a private attorney.*

PURPOSE OF THE PROGRAM**Overview**

- ☒ Establish better communication with property managers
- ☒ Establish a cohesive working relationship with property managers
- ☒ Identify criminal activity in the complex
- ☒ Identify criminal suspects living in the complex
- ☒ Aid management in identifying and documenting problems
- ☒ Emphasize importance of good tenant screening
- ☒ Stress importance of good security and crime prevention measures
- ☒ Stress importance of aesthetic maintenance of complex (paint, landscaping, etc.)
- ☒ Reduce calls for service

Hollywood Police Department's Core Values and Beliefs

- ☒ Our foundation is built on INTEGRITY.
- ☒ We take PRIDE IN OUR ORGANIZATION and the COMMUNITY WE SERVE.
- ☒ We are ACCOUNTABLE to ourselves and the community while providing service with COURTESY, COMPASSION and EMPATHY.
- ☒ We are committed to providing the highest QUALITY OF SERVICE to the community by always performing at our PERSONAL BEST.
- ☒ We are committed to CONTINUED PROGRESSIVE POLICING in partnership with our community.
- ☒ The leadership of the Hollywood Police Department is guided by the DEDICATION and LOYALTY of its members.

Costs and Benefits of the Program

Chronic drug dealing and other illegal activity can reduce a neighborhood to a mere shell of the healthy community it once was. In our frustration, we often look only to the police or “the system” for solutions and forget that neighbors and landlords have tremendous power over the basic health of a community. The most effective way to deal with drug activity on rental property is through coordinated effort with police, landlords, and neighbors.

Landlords and property managers who apply the active property management principles presented in this manual have consistently seen improvements in the quality of their rental business. Applying the information presented can result in significant benefits to each of the three interest groups in a residential neighborhood. Whole communities can become safer, residents can enjoy better housing and landlords can enjoy greater business success. Here is how it works:

Costs of Drug Activity in Rentals

When drug criminals operate out of rental property, neighborhoods suffer and landlords pay a high price, such as:

- 👉 Decline in property values.
- 👉 Property damage arising from abuse, retaliation, or neglect.
- 👉 Civil penalties, including loss of property use up to one year.
- 👉 Losses of rent during the eviction and repair periods.
- 👉 Fear and frustration of dealing with dangerous tenants.
- 👉 Resentment and anger between neighbors and property managers.
- 👉 Higher incidents of related crimes.

Benefits of Active Management

Active management can prevent much of the rental-based drug crime occurring today. Developing an active management style requires a commitment to establishing a new approach. Landlords and managers interviewed by Campbell/DeLong, who made a switch to more active management, consistently report these rewards:

- 👉 A stable, more satisfied tenant base.
- 👉 Increased demand for rental units based on its reputation.
- 👉 Lower maintenance and repair costs, improved property values.
- 👉 Improved personal safety for tenants, landlords, and managers.
- 👉 Peace of mind from spending more time on quality management.
- 👉 Appreciative neighbors.

The Role of Police Officers

You should be familiar with reporting incidents to the Police Department. If you have any questions regarding a landlord-tenant scenario, please contact your Neighborhood Team Leader (NTL) at 967-4456. If there is a disturbance call the Hollywood Police Department at 967-4357 (HELP). If there is a deadly weapon, threat of violence, or serious bodily injury, call 911.

The Police Department will respond when there is a disturbance or dispute by either party. The Police Department, however, does not become involved in the civil aspect of landlord-tenant law. It is a common misconception that the police can evict tenants involved in illegal drug activity. Even if the person is arrested, he/she still has claim to the unit unless legally evicted. Arrest, by itself has no bearing on a tenant's right to occupy your property.

Eviction, on the other hand, is a civil process whereby you sue for possession of your property. There is a vast difference in the level of proof required. For example, a victory in civil court requires a "preponderance of evidence"-the scales must tip, even slightly, in your favor. Criminal conviction requires proof "beyond a reasonable doubt"-a much tougher standard. You may find yourself in a position where you have enough evidence to arrest. Even if the police do arrest a tenant, and a court convicts the tenant, you may still evict the tenant through a separate process. Landlords are surprised to discover the degree of authority they have to rid the property of problem tenants. The *Broward County Sheriffs Office only becomes involved when necessary to enforce the judgment of the civil proceeding.* An example is when a court issues a judgment requiring a tenant to vacate and the tenant refuses. The landlord then requests assistance from the sheriff and requires that the tenant be physically removed. Until that point, law enforcement cannot directly become involved in the eviction process. The police may provide information or other support appropriate to the situation e.g. testify at trial, provide records of search warrants, or be present when you serve notice to the tenant.

As stated previously, criminal arrest and civil eviction are completely separate proceedings. The only connection is the possibility of using arrest or conviction records as evidence in an eviction action. No matter how serious a crime your tenants have committed, the eviction process remains your responsibility.

The Role of the Neighborhood Team Leader

Under the direction of Chief Wagner, the philosophy and practice of Community Policing has increased within the Hollywood Police Department. In addition to providing 911 emergency responses, the Department's Patrol Division provides District Police Services throughout the City. The Department's District Police Services is an enhancement to the 911 Response Model. Patrol Officers are now assigned specific neighborhoods and are now called "Neighborhood Team Leaders" (NTL), where they

coordinate Community Policing activities. The Executive Sergeant supervises each “District”, and a Patrol Major is responsible for the designated District.

The Neighborhood Team Leader will cultivate a close working relationship with the property owner/manager by being accessible and responsive. The NTL will respond at an arranged time to discuss landlord-tenant concerns and furnish pertinent crime statistics and advise crime trends upon request. Crime Prevention specialists of the Hollywood Police Department will also conduct security surveys in order to ensure a safer environment.

The NTL is trained in Code compliance and will educate the property owner regarding property standards violations. Once a violation is brought to the attention of the owner, compliance is expected. Police Officers have the authority to issue Notice to Appear summonses for violations.

Neighborhood Team Leader Cellphone Numbers:

District I			
F – 1	North Lake	NTL Marc Tortorici	954-218-4167
F – 2	South Lake	NTL Lance Moore	954-445-2669
F – 3	Liberia/Oakwood	NTL Dudney Walker	954-628-6036
F – 4	Royal Poinciana/ North Central	NTL Sean Gerber	954-744-9605
F – 5	South Federal/ South Central	NTL Juan Rios	786-280-0886
District 2			
F – 6	Emerald Hills	NTL Carol Paquette	954-295-8046
F – 7	Hollywood Hills/Park East/ Gracewood	NTL Tom Nettina	954-536-8781
F – 8	Washington/Beverly Park Hillcrest	NTL Debbie Levy	954-235-2286
F – 9	Driftwood/ Boulevard Heights	NTL Bernie Osio	754-423-0370

APPLICANT SCREENING

Applicant Screening, Civil Rights, and Fair Housing

Landlords are sometimes confused over the rights they have to turn down applicants. A few even believe that civil rights require them to accept virtually any applicant. This is not the case. Civil rights laws are designed to protect the way applicants are screened and to make sure that all qualified applicants feel equally invited to apply.

Federal fair housing guidelines prohibit discrimination based on race, color, sex, religion, handicap, national origin, or familial status (presence of children).

The purpose of these laws is to prevent discrimination on the basis of a person's membership in a protected class. Nothing in the law forbids you from setting fair screening guidelines and applying them **equally** to all applicants.

If the criteria you set are blind to class issues and you apply them consistently, you may turn down applicants who do not measure up. The key lies in making sure your process is fair and does not directly or indirectly discriminate on the basis of one of the federally defined classes that may be protected.

To comply, you should design a fair process and apply it consistently and equally to all applicants. The following examples are consistent with Federal Fair Housing guidelines:

- You may require all applicants to show photo identification and you could turn down applicants who cannot produce photo identification. The practice becomes illegal when you apply it inconsistently-requiring ID from people of one class but not from those of another.
- You may give a document to all applications that outlines rules of the unit and warns against selling drugs on the property. The practice becomes illegal when you hand it to applicants of one class but not of another. Should you develop such a document, also make sure the wording does not discourage members of a protected class from applying.
- You may refuse to rent to anyone who lies to you during the application process or provides false information on the application. This is legal and highly appropriate.
- You may require all applicants who intend to park an automobile on your property show current car registration, proof of insurance, and a valid driver's license along with their completed rental application.

Written Tenant Criteria: What to Post

There is nothing illegal about setting fair criteria and holding all applicants to the same standards. By the consistent use of such guidelines, you can retain full and appropriate control over who lives in your rental units. Finally, as you study the letter of the law, keep its spirit in mind as well. The sooner we remove the types of discrimination that weakens our communities, the sooner we can build a stronger, more equitable society.

Many of the attorneys and legislative authorities interviewed for the program recommended developing written rental criteria and posting a copy of those criteria in your rental office. If you do not have a rental office that all applicants visit, they suggest attaching a copy of the criteria to **every application** you give out. Do not just post, have the applicants read the document.

Application Information - What to Include

The best approach is to avoid reinventing the wheel. Contact a local publishing company, rental housing association, or your own attorney for copies of appropriate forms.

Pertinent Information:

1. Full name, including middle
2. Date of birth
3. Social security number (you will need it for a credit check)
4. Name, date of birth, and relation of all people who are going to occupy the residence.
5. Name, address, and phone number of past two landlords
6. Income/employment history for the past year (if self employed, ask for tax returns, bank records, or business license).
7. Credit, bank and loan references.

*** You may ask the following question, but ensure it is asked to all applicants:**

“In the last ? years, have you, or any other person named in this application, been convicted for dealing or manufacturing illegal drugs?” (You could also ask about other types of crime that would constitute a threat to health, safety, or welfare of other tenants or neighbors, such as; burglary, robbery, sexual assault, and child molestation are common examples). Of course, if they do have a conviction, they may lie about it. However, if you do discover they have lied, you have appropriate grounds for denying the application or, with the right provision in your lease, terminating the tenancy. Also, it is one more warning to dishonest tenants that you are serious in your resolve.

THE PROCESS

Introduction


It is important to “**set the tone**” for your applicants. Make sure the good applicants want to apply and those bad applicants think twice. Here is an example of an interview session:

“We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal activity. To that end, we have a screening process. If you meet the criteria and are accepted, you will have peace of mind in knowing that other renters in this area (rental complex) are being screened with equal care, and as a result, there may be a reduced risk of illegal activity occurring in the area. Please review our list of criteria. If you feel you meet the criteria, please apply. We provide equal housing opportunity; we do not discriminate on the basis of race, color, religion, sex, national origin, or familial status.”

Screening Criteria

- 📄 **Complete application.** One for **each** adult (18 and older). “If a line is not filled in or omission explained satisfactorily, we will return it to you.” One of the simpler methods of hiding information is to “simply forget” to fill in information such as date of birth or social security number.
- 📄 **Rental history verifiable from unbiased sources.** This rule allows you to receive an application from **each** roommate and not just one with a good rental history. People involved in illegal activity may have friends and roommates who still have clean credit or good rental history. The obvious approach for such people is to have the person with good rental history apply and then follow that person into the unit. You have the right to know who is planning to live in the unit, so require an application and verify the information for each person. It is the renter’s responsibility to provide information necessary to contact past landlords. “We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.”
- 📄 **Sufficient income/resources.** You must be able to verify independently the amount and stability of the renter’s income through pay stubs, employer contact, tax records, or bank records. You can, and should, verify self-employment. Drug dealers may describe themselves as self employed on the assumption that you will take their word as verification. Some will be unprepared to supply tax returns, a copy of a business license, or other verification.
- 📄 **Two pieces of ID should be shown.** One piece of governmental identification should be shown as well as a credit card, student ID card, etc. This is not meant to discriminate based on age but simply to verify whom the person says he is. False





information is grounds for denial. “You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.”

-  **Criminal convictions for certain types of crimes will result in denial of your application.** “You will be denied rental if, in the last X years, you have a conviction for any type of crime that would be considered a serious threat to real property or to other residents’ peaceful enjoyment of the premises, including manufacture or distribution of controlled substances”.

Although there are many reference companies, you may conduct a search through the Florida Department of Law Enforcement (FDLE) at (850) 410-8215. Provide the name, date of birth, race, sex, and social security number, along with a \$15.00 check or money order to:

FDLE
Attn: USB-Public Records
P.O. Box 1489
Tallahassee, Fl. 32302

The record request takes 5-10 days.

-  **Poor credit record may result in denial of your application.** If you are renting your property, you are effectively making a loan of your property to a tenant. Banks do not loan money to people with poor credit, and you do not have to loan the use of your property either.
-  **Poor references from previous landlords may result in denial of your application.** You will be turned down if previous landlords report significant complaint levels of noncompliance activity. Such activity is repeated disturbance of neighbor’s peace, reports of prostitution, drug dealing or manufacture, reports of violence, allowing persons not on the lease to reside on the premises, and failure to give proper notice when vacating the property.
-  **We will accept the first qualified applicant.** In the interest of ensuring that you meet the requirements of fair housing law, take applications in order. Note the date and time on each one. Start with the first application. If that applicant meets your requirements, go no further-offer the unit to the first qualified applicant. This is the fairest policy you can set, and it helps make sure that you do not introduce inappropriate reasons for discriminating when choosing between two different, qualified applicants.
-  **Other procedures and forms:** At this point, you may want to inform the applicant by posting information about security deposits, prepaid rent, pet deposits, smoke detector compliance, and other issues relating to the rental of the unit.

Regarding “Borderline” Applicants

Some flexibility can be introduced by setting rules that require borderline applicants to provide larger deposits or more prepaid rent. Introducing flexibility to your application process can make sure, for example, that you do not turn down good applicants who have a single, justifiable problem with their credit report. As with all aspects of managing rental housing, apply your policies for borderline applicants consistently regardless of the protected class of the applicant.

How to Verify Information

It is extremely important to do the following:

- ❑ **Compare the identification to the information given.** Make sure photo identification matches the applicant and the information matches that given on the application form. If the picture, address, and numbers do not match the application information, find out why. You may have cause to turn down the application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you do not have to rent to the applicant.
- ❑ **Have a credit report analyzed.** A credit report will provide verification for much of the application material. You can find out about past addresses, court ordered evictions, credit worthiness, past due bills, and other information. The report is not foolproof, but it is a good start. If you are managing a number of units and likely to be screening multiple applicants every month, it may be cost effective to join a credit bureau.
- ❑ **Independently identify previous landlords.** The most important calls you make are to previous landlords. The best indicator of a tenant’s future behavior is his/her past behavior.

!!! A Note About Hiring Employees !!!

Many rental property owners hire employees to assist with tenant screening, routine maintenance, and other tasks. It is critical that resident managers and other “agents” of the landlord be screened even more thoroughly than applications for tenancy. When the employee violates an element of rental housing law, the liability you hold for employee misbehavior should be reason enough for extra screening efforts. One screening tool that you will want to seriously consider for job applicants is a criminal conviction check, even if you do not check criminal backgrounds on prospective renters. Once property managers are hired, make certain they are trained in effective applicant screening, along with the warning signs of dishonest applicants. Also, be sure they understand, and follow, the requirements of fair housing laws.

Other Screening Tips and Warning Signs

The following are additional tips to help you screen applicants:

Consider an “application interview”.

Some landlords have started conducting a brief oral interview; often at the same time they accept the written application. Landlords who use this approach find it has these advantages:

- First, applicants do not know which questions are coming, so it is harder to make up a story, something that should not bother an honest applicant but may uncover a dishonest one.
- Second, the landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious. For example, honest applicants usually know their current phone number or middle name without having to look it up.

The interview involves, at a minimum, making sure the applicant can repeat basic information requested on the application form without reading it. For example, the landlord may ask the applicant to verify his or her full name, current phone number, current address, and other pieces of information that most honest applicants will be familiar with without having to look up.

As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to status in a protected class, ex: A handicap that causes a speech problem or possibly language skills associated with a particular national origin.

Consider a policy requiring applications to be filled out on site.

Some property managers require all application forms be filled out on the premises. Applicants who are unsure of some information should fill in what they can, and come back and fill in the rest. Such a policy should not be a barrier to honest applicants, and dampens the ability of dishonest applicants to work up a story.

Assuming that you have communicated your commitment to keeping illegal activity off your property, such a rule may allow dishonest or dangerous applicants to exit with minimal confrontation.

Watch for gross inconsistencies.

When an applicant arrives in a brand new luxury sports car and fills out an application indicating income of \$1,000.00/month, something is not right. There are no prohibitions against asking about the inconsistency or even choosing to deny the applicant because the style of living is grossly inconsistent with the stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal oddities. For example, if an applicant is paying out much

more per month to service credit card debts than the applicant is taking in as income, something is not right). Many do not realize it, but unless such a decision would cause a disproportionate rejection of a protected class (ex: race, color, religion) the law allows room to make such judgment calls.

You may not discriminate on the basis of race, color religion, handicap, national origin, or familial status (the presence of children), as well as other classifications that may be added by your state or local jurisdiction, you may discriminate on the basis of many other factors, provided the effect is not a disproportionate denial to a protected class. If you deny an applicant for any reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but do not assume your hands are tied. The law is written to prevent discrimination against protected classes. You are **not** required to look the other way when gross inconsistencies are apparent.

Beware – People involved in illegal activity may use “fronts” to gain access to your property.

You may rent to someone who has an acceptable rental history and no record of illegal activity, yet once that person moves in, boyfriends, girlfriends, or other acquaintances or family members move in and begin dealing drugs and generating other crimes or nuisances. In some cases, the people you rented the unit to do not move in, instead, they give the key to drug dealers for a fee. Across the nation, it is the permission given by tenants to guests and others who have not signed the rental agreement that causes the greatest degrading in the quality of life in rental housing communities, both public and private.

Warning applicants that they will be held accountable for their guests, and then enforcing such a requirement with your tenants, is a cornerstone of protecting your property and the surrounding neighborhood. Make sure your tenants know that they must control their guests, and if they cannot, they should ask for help quickly. Further, most rental agreements specify that only people named on the agreement be allowed to use the unit as their residence. Make sure such a stipulation is in your rental agreement and point it out to all applicants, and emphasize that having another person move in requires submitting that person’s application and allowing you to check references before permission is granted. If you make it clear you are enforcing these only to prevent illegal activity, you may scare away potential drug dealers, but keep good renters feeling more protected. You may further calm concerns of good renters if you assure them that you will not raise the rent when an additional person moves in.

Watch out for Friday applicants who say they must move in that weekend.

Drug dealers know that you may not be able to check references until Monday, by which point they will already be in the rental unit. Tell the applicant to find a hotel or a friend to stay with until you can do a reference check. Could it cost you some rent in the short

run? Yes. Will it save you money in the long run? Absolutely. Ask any landlord who has dealt with a drug problem in a rental unit. It is worth avoiding.

Observe the way the applicant looks at the unit.

Do they check each room? Do they ask about other costs, such as heating, garbage services, and others? Do they mentally visualize where the furniture will go, which room the children will sleep in, or how they will make the best use of the kitchen layout? Did they barely walk in the front door before asking to rent, showing a surprising lack of interest on the details? People who are planning an honest living care about their home and often show it in the way they look at the unit. Also, if the applicant shows little interest in the property except for the electrical service, take note-both methamphetamine labs and marijuana grow operations can include rewiring efforts.

Consider driving by the tenant's current residence.

Some property managers consider this step a required part of every application they verify. A visual inspection of an applicant's current residence may tell you what kind of tenants they will be. Be sure you are familiar with drug warning signs before you look at previous residences.

Announce your approach in your advertising.

Some landlords have found it useful to add a line in their advertisements announcing that they do careful tenant screening or that they run credit checks. The result can be fewer dishonest applicants choosing to apply in the first place. Select your words carefully; you do not want to be interpreted as using "code" for telling a protected class that they need not apply. Again, it is important to make sure that they have the opportunity to apply for your units and to rent them if qualified. It is open to all people regardless of race, sex, color, handicap, national origin, and familial status.

How to Turn Down an Applicant

In general, if you have posted fair rental criteria and you screen all applicants against those criteria, you may safely reject an applicant who does not meet your guidelines.

While you are not required to disclose immediately your reason for rejecting applicants in this situation, you are required of the following:

If the rejection is based on information, in whole or in part, from non-paid sources (for example, the word of a previous landlord):

Sample wording to applicant: "Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision within a reasonable amount of time."

If the rejection is based, in whole or in part, on information from a credit report, screening company, or organization that you pay:

Because of the potential for abuse of, or misinformation in, credit reports, the Fair Credit Reporting Act requires that very specific information be provided to applicants who are rejected based on information obtained from a “consumer reporting agency.” While the information may be provided orally, it is a good idea to give written notice just to make sure that you are in full compliance of the Act. The screening company or other consumer-rating agency you work with should be able to answer questions and provide you with a simple, written form to help ensure you are in full compliance of the Act. In situations where adverse decisions are based, in whole or in part, on information from a consumer credit report, a landlord is **required to provide the rejected applicant all of the following information:**

- ❑ Notice of rejection.
- ❑ The name, address, and telephone of the consumer-reporting agency utilized.
- ❑ Explain that the consumer-reporting agency did not make the decision to reject the applicant.
- ❑ That the applicant has the right to contact the consumer-reporting agency within 60 days to receive a free copy of their report.
- ❑ That the applicant has the right to dispute the accuracy or fairness of information in a consumer report furnished by the reporting agency.

RENTAL AGREEMENT

Rental Agreement Overview

Some landlords post a copy of the rental agreement next to their screening requirements. Others offer a copy to anyone that wishes to review it. The key is to make sure each applicant is aware of the importance you place on the rental agreement. In addition, you may want to set a procedure to ensure that every applicant is aware of key elements of the agreements that limit a tenant's ability to allow others to move onto the property without the landlord's permission. One approach:

"If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit or complex. A complete copy of our rental agreement is available for anyone who would like to review it."

In particular, please note that your rental agreement will:

- Require that you prevent all household members, guests, and visitors from engaging in any lease violating behavior.
- Forbid you and any member of your household, or your guests, from engaging in illegal drug use, manufacture, distribution, or other criminal activity on or near the property.
- Limit your ability to allow guests to stay for long periods without the advance permission of the landlord. Provide that serious or repeated violations of the lease requirements on these items, or any other item addressed by the rental agreement, will result in termination of your rental agreement.






Lease Addendum Forbidding Illegal Activity

Many rental owners have begun to attach an addendum to their rental agreements spelling out specific crimes under state law and local law that will be considered violations of the lease. Versions of such addendums are supplied on the following pages.

While the behaviors proscribed in such agenda are generally against the law, spelling them out as prohibited in the lease may allow you additional legal choices should you have to evict tenants for allowing or conducting criminal behavior. Even more important, announcing your commitment to maintaining safe housing through the use of such a lease addendum can be a valuable tool to discourage those planning criminal activity from moving in.

Elements to Emphasize

Inspect the rental agreement you use to see if it has language addressing the following provisions listed below. If they are not in the rental agreement, consider adding them. To gain the prevention value, you will need to point out the provisions to your tenant and communicate that you take your rental agreement seriously. This list is not comprehensive, but only represents elements that are occasionally overlooked, and are particularly important for preventing and or terminating drug-related tenancies.

-  **Subleasing is not permitted.** Make it clear that the tenant cannot assign or transfer the rental agreement and may not sublet the dwelling. You must maintain control over your property; too often people who run the drug operation are not the people who rented the unit. This provision will stop all efforts to sublease and will put you in a stronger position if you have to deal with a problem subtenant.
-  **Only those people listed on the rental agreement are permitted to occupy the premises.** If the tenant wants another adult to move in, that person must submit a completed application and pass the screening criteria for rental history.
-  **No drug activity.** Make it clear that the tenant must not allow the distribution, sale, manufacture, or usage of illegal substances on the premises. You could also add various other types of crime-prostitution or other felony level criminal behavior on the premises. It is already illegal, but spelling it out in the rental agreement can make it easier to serve eviction notices for the problem.
-  **Tenants are responsible for conduct on the property.** Tenants should realize that they are responsible for the conduct of themselves, their children, and all others on the premises under their control. Generally speaking, landlord/tenant laws are designed to allow the tenant the same “my home is my castle” right to privacy as that enjoyed by any owner-occupant. However, with the right to private enjoyment of the “castle” comes the responsibility to control what goes on there. For people who plan to “front” for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by claiming their acquaintances, and not themselves, were involved in the activity.
-  **The tenant will not unduly disturb other tenants.** Make it clear that the tenant will be responsible for making sure that all persons on the premises conduct themselves in a manner that will not interfere with the neighbor’s peace. The issue here is not the occasional loud party. The issue is prevention of chronic nuisance behavior that can severely impact a neighborhood if the behavior is left unchecked.

ONGOING MANAGEMENT

Quality Management

Maintain the integrity of a good tenant/landlord relationship. Strengthen communications between the landlord, tenants, and neighbors. Help build a sense of community.

- ❑ **Do not bend your rules.** Once you set the rules, enforce them. Make sure you meet your responsibilities and hold your tenants accountable for theirs.
- ❑ **When aware of a serious breach, take action before accepting the next rent payment.** If a landlord accepts rent while knowing that the tenant is breaking the rule, and does not take action to correct the behavior, the landlord could lose the right to serve notices for the behavior.
- ❑ **If someone other than the tenant tries to pay rent, get an explanation.**
- ❑ **If a person not on the lease is living in the rental, pursue the issue immediately.** If you take no action to correct the behavior, and you accept rent knowing the tenant has allowed others to move in, you may have accepted the others as tenants as well. Either require illegal subtenants to fill in the rental application and apply, or serve the appropriate notice that would require your original tenant to remove the subtenants under threat of eviction if the action is not taken.
- ❑ **Fix the habitability and code violations at the property quickly.** Maintaining habitable housing for tenants is the most important of a landlord's responsibilities. In addition, failure to maintain a unit could compromise a landlord's eviction rights. Tenants may be able to use a 'retaliation' defense when a landlord attempts to evict after a tenant has complained that the rental is substandard.
- ❑ **When the tenant does not pay rent, address the problem.** Some landlords allow tenants to remain in a unit months after the rent was overdue. While flexibility is important in making any relationship work, be careful about being too flexible.
- ❑ **If neighbors call to complain of problems, pursue the matter.** If you get a call from a neighbor, find out more about a problem and take appropriate action. If there is a misunderstanding, clear it up. Be a good neighbor and member of the community.

Landlord's Checklist

Landlords generally have three areas of responsibility; the condition of the unit as delivered to the tenant, the obligation to maintain the unit once it is occupied and the obligation to respect the rights of the tenant. A landlord's responsibilities generally include:

- ✓ **Prior to move-in, provide tenant with a clean, sanitary, and safe rental unit.**
- ✓ **After the tenant moves in, make sure the unit remains ‘habitable.’**
- ✓ **Respect the tenant’s right to private enjoyment of premises.**
- ✓ **Avoid retaliation against a tenant.**
- ✓ **Enforce the terms of the rental agreement and landlord/tenant law.**

Landlord responsibilities are delineated in Chapter 83.51 F.S.S.

Tenant’s Checklist

A tenant’s responsibilities are generally to assure that no harm is done to the unit and to pay the rent. A tenant’s responsibilities generally include:

- ✓ **Do basic housekeeping, comply with the rental agreement, and avoid harming the unit.**
- ✓ **Pay rent.**
- ✓ **Abide by the terms of the rental agreement and landlord/tenant law.**

Tenant’s responsibilities are delineated in Chapter 83.52 F.S.S.

Property Standards

Maintaining housing standards is important to the public welfare against neighborhood decay. A substandard rental unit is more likely to attract criminals. It announces to potential criminals that the landlord’s standards are low and that inappropriate tenant behavior is likely to be overlooked.

Eviction of a problem tenant can be both time consuming and expensive. Landlord/tenant laws have generally protected tenants from retaliation if the tenant complains that the landlord has not complied with minimum housing standards. If the landlord attempts to evict the tenant from a substandard unit, a court may be confronted with having to weigh the behavior of a problem tenant against that of a landlord. So in effect, landlords who fail to meet their responsibilities under the law may find that they have compromised their rights under the law as well.

Housing that looks cared for will not only attract good tenants, it may discourage others that are involved in illegal activity.

As a landlord, you should:

- ❑ **Remove graffiti.** Graffiti may be the result of a bored youth, but the HPD takes it seriously since juvenile gangs may be “marking their territory.” Per City ordinance, if it is “gang” graffiti, it must be removed within three days. It is advisable that you report the incident prior to painting over, since we will photograph it for evidentiary value as well as intelligence information. The Community Oriented Policing Division will also provide a Community Service worker and paint at no cost if you choose.
- ❑ **Repair vandalism.** As with graffiti, an important part of discouraging vandalism is to repair the problem fast. If the vandalism is aimed at you or one of your tenants, contact HPD.
- ❑ **Keep the exterior fresh and clean.** Fresh paint, well tended garden strips, and litter free grounds help communicate that the property is maintained by someone who cares about what is happening there.

Property Inspections

A cornerstone of active management is the regular inspection. Unless you inspect, you cannot be sure you are meeting your responsibility to provide safe and habitable housing. In addition, maintaining habitable property protects your rights as well.

While the purpose of a maintenance inspection is to care for the unit and ensure habitability, regular inspections will also deter some types of illegal activity. For example, if the tenant knows that the landlord actively manages the property, they will be hesitant to set up a marijuana ‘grow’ operation. Inspections also help catch problems before they get out of hand. Illegal activity is less likely to happen at a property where the landlord has a reputation for concerned, active management and your honest tenants should welcome an inspection program.

- **Set up an inspection schedule.** At minimum, every 6 months.
- **Find and address code and habitability problems.** When you inspect the property, check for maintenance problems and handle routine maintenance such as putting fresh batteries in smoke detectors.
- **Property Inspections are discussed in Chapter 83.53 F.S.S.**

WARNING SIGNS IN RESIDENTIAL PROPERTIES

Illegal Drug Distribution

Distributors are those who sell larger quantities of drugs to individual dealers or other smaller distributors. They are the “wholesale” component, while dealers are the “retail” component. If the distributors are not taking the drugs themselves, they can be difficult to identify. A combination of the following factors may be significant:

- ❑ **Expensive vehicles:** Particularly when owned by people otherwise associated with a lower standard of living.
- ❑ **Pagers and cell phone:** Particularly when used by people with no visible means of support.
- ❑ **Tendency to make frequent late-night trips:** Many people work swing shifts or have other reasons to come and go at late hours. However, if you see a number of other signs along with frequent late night trips, this could be an indicator.
- ❑ **Secretive loading of vehicles:** Trucks, trailers, or cars being loaded and unloaded late at night in a hurried, clandestine manner.

Illegal Drug Dealing

Dealers sell to the end users, so they typically sell small quantities to many purchasers. Dealing locations are like convenience stores; there is high customer traffic with each customer buying a small amount. A combination of the following factors may be significant:

Neighbors may observe:

- 👁️ **Heavy traffic:** Cars and pedestrians stopping at a home for only brief periods. Traffic may be cyclical, such as on weekends or late at night.
- 👁️ **Exchange of money:** Cash and packets traded through windows, mail slots, or under doorways.
- 👁️ **Lack of familiarity:** Visitors appear to be acquaintances rather than friends.
- 👁️ **People bring “valuables” into the unit:** Visitors regularly bring televisions, VCR’s, cameras, and leave empty handed.
- 👁️ **Odd behavior:** Visitors may sit in the car for a while after leaving the residence or may leave one person in the car while the other visits. Visitors may park around the corner or a few blocks away and approach on foot.

- 👁️ **“Lookouts”**: Frequently these will be younger people who tend to hang around the property during heavy traffic hours.
- 👁️ **Regular activity at extremely late hours**: An example is frequent commotion between midnight and 4 A.M.
- 👁️ **Obvious signs**: This may include people exchanging small packets for cash, people using drugs while sitting in cars, syringes left in common areas, and drug paraphernalia.

Marijuana Grow Operations

Grow operations are hard to identify from the street. They are more likely to be found in single-family residences than in apartments. In addition to the general signs of fortifications or overly paranoid behavior, other signs are indicated below.

Neighbors may observe:

- 🔦 Electrical wiring tampering
- 🔦 Powerful lights on all night in the attic

Landlords may observe:

- 🔦 Sudden jump in utility bills
- 🔦 Surprisingly high humidity level in the unit
- 🔦 Rewiring efforts

Methamphetamine (Meth) Labs

Clandestine labs have been set up in hotel rooms, apartments, houses, and mobile homes. A Hollywood Downtown NTL Officer in the N. Federal Hwy area discovered the first Meth Lab in Broward County in 1998.

IF YOU SUSPECT A METH LAB, CALL THE HOLLYWOOD POLICE IMMEDIATELY. THE CHEMICALS ARE EXTREMELY TOXIC AND VOLATILE!

Neighbors may observe:

- ☠️ Strong ammonia smell
- ☠️ Odd chemical odors
- ☠️ Chemical containers

Landlords may observe:

- ☠️ Strong/unpleasant odors
- ☠️ Chemistry equipment
- ☠️ Powerful lights left on all night

FLORIDA LAW

Drug Free Zones

A strategy employed by the Hollywood Police Department has been to utilize "Drug Free Zones" so that drug dealers receive **enhanced penalties** for criminal activity in qualifying areas. The Hollywood Police Department has worked closely with various neighborhoods identifying properties as defined by Florida State Statute 893.13, and created maps that clearly delineate "Drug Free Zones." Units such as the Street Crimes Unit utilize these maps where applicable. Signs have been posted in neighborhoods where drug dealing is a concern with the intent of warning would be buyers or sellers who do not reside in the area.

Florida State Statute states that it is unlawful to sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver a controlled substance in, on, or **within 1,000 feet** of the real property comprising one of the following:

- ❖ **Child care facility** (defined in 402.302)
- ❖ **Public or private elementary, middle, or secondary school**
- ❖ **Physical place for worship** at which a church or religious organization regularly conducts services
- ❖ **Convenience business** (defined in 812.171-any place of business that is primarily engaged in the retail sale of groceries, or both groceries and gasoline, and that is open for business at any time between the hours of 11 p.m. and 5 a.m. The term "convenience business" does not include a business solely or primarily a restaurant, a business that always has at least five employees on the premises after 11 p.m. and before 5 a.m. and a business that has at least 10,000 feet of retail floor space).

Florida State Statute 893.13 (1)(d) states it is unlawful for any person to sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver a controlled substance in, on, or **within 200 feet** of the real property comprising one of the following:

- ❖ **Public or private college, university, or post secondary educational institution,**
- ❖ **Public park**
- ❖ **Public housing facility** at any time.

Florida Forfeiture Act

Florida State Statute 893.12 (2) (a) states: Any vessel, vehicle, aircraft, or drug paraphernalia which has been used in violation of Chapter 893 (Drug Abuse Prevention and Control), or in, upon, or by means of which any violation of this chapter has taken or is taking place, may be **seized** and **forfeited** by the Florida Contraband Forfeiture Act.

Nuisance Abatement

Hollywood Municipal Ordinance 101.40 defines a Public Nuisance as:

Any place or premises within the City, which has been used on more than two occasions within a six-month period and may be abated pursuant to the procedures provided in this chapter:

- In violation of Florida State Statute 796.07 (Prohibiting Prostitution)
- As the site of the unlawful sale, manufacture, delivery, or cultivation of any controlled substance, or
- As the site of the unlawful sale of any substance sold in lieu of a controlled substance in violation of FSS 817.563 or any imitation controlled substances defined in FSS 817.564 or
- On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on one or more occasion as the site of the unlawful sale, manufacture, delivery, or cultivation of any controlled substance.

Members of the Unsafe Structures Board serve as the ex officio members of the Nuisance Abatement Board.

Hollywood Municipal Ordinance 101.43 (E) (1) states;

After considering all evidence, the Board may declare the place or premises to be a public nuisance and may enter an order immediately prohibiting:

- The maintaining of the nuisance; and/or
- The operating or maintaining of the place or premises including the closure of the place or premises or any part thereof; or
- The conduct, operation, or maintenance of any business or activity on the premises, which is conducive to such nuisance.

Trespass Law

The following is a summary of the law in Florida regarding trespass on property other than structures or conveyances.

Section 810.09, Florida Statutes, provides that trespassing other than structure or conveyance occurs when either: (1) an individual has entered land which is properly posted; or (2) on un-posted land, an individual is warned to leave the property and fails to do so.

On private property, when the land is properly posted against trespassing, the fact that an uninvited individual is upon that land makes it a prima facie case of trespassing. Pursuant to section 910.011, Florida Statutes, posted land is land upon which signs are placed not more than 500 feet apart, along, and at each corner of, the boundaries of the land. The signs must be placed along the boundary line of the land in a prominent manner so they are clearly noticeable from the outside boundary line. **IT IS STRONGLY RECOMMENDED THAT THE OWNERS OF APARTMENTS / CONDOMINIUMS HAVE THEIR LAND POSTED IN COMPLIANCE WITH THE FLORIDA STATUTES.**

It is important to note that the courts have found shopping malls and tenant parking lots quasi public in nature. As a result, in the absence of any restriction in the agreement between the landlord and his tenants, the landlord does not generally have the right to deny entry to a person a tenant has invited to come into his property. See L.D.L. v. State, 569 So.2d 1310 (Fla. 1st DCA 1990). Therefore, if a tenant has invited a person onto the property, and the individual is not acting disorderly or causing a nuisance, the Police Officer will not have authority to arrest for trespassing. Absent an agreement between the tenant and the landlord, the Officer may only make an arrest for trespassing if there is an underlying offense being committed by the invited individual. In L.D.L. v. State, the court found that the landlord could not prohibit a juvenile from being on common areas of a housing project with his brother, who was a tenant, and as a result, the juvenile did not commit a trespass after warning.

Therefore, in addition to the posting, the Police Officer should inquire why an apparent uninvited individual is in the parking lot. If the person is not on the property pursuant to the express invitation of the owner or tenant, the Officer should then warn the individual to depart the premises. If the individual fails to depart the premises, the Officer may make an arrest for trespass.

The following will serve as a guideline as to whether an arrest for trespassing may be made by an Officer:

Private Property:

- Uninvited individual is on private property without invitation, which has been properly posted for trespass. **Yes, trespass arrest is proper.**

- An uninvited individual is on private property. The property is not posted. The Officer has been contacted by the owner of the property who has asked to have the individual removed and the person refuses to leave. **Yes.**
- Uninvited individual is on private property, which has not been posted. Owner calls to have individual removed. May Police immediately make arrest upon arrival? **No, trespass is not proper.**

Apartment Complex:

- Individual is in the common area of the apartment complex and is not an invitee of the owner or any individual who is renting in the complex. The land has been properly posted. The Officer has determined, through questioning, that the individual has not been invited into the property by any of the tenants. Officer warns the individual to depart and the individual refuses to leave. **Yes.**
- Individual is in the common area of an apartment complex. A tenant has invited him onto the property. Property has been properly posted. Individual is committing no underlying nuisance. The Officer has determined, through questioning, that a tenant has invited the individual on the property. **No.**
- Individual is in the common area of an apartment complex. A tenant has invited him on the property. The property has been properly posted. The individual is committing no underlying nuisance. The landlord and tenant's agreement specifies that the landlord may remove from the premises anyone that the landlord deems is committing a nuisance at the landlord's sole discretion even if the person is an invitee of tenant. Landlord has requested that the individual be removed from the premises or arrested for trespassing. Individual refuses to leave after warning. **Yes.**
- Individual is in the common area of an apartment complex. A tenant has invited him on the property. Property has been properly posted. Individual is committing no underlying nuisance or crime. The Officer has determined, through questioning, that a tenant has invited the individual on the property. **No.**

Hollywood Police Department Trespass Affidavit Program

Another key strategy implemented by the Hollywood Police Department has been to arrest trespass violators, especially regarding drug and disturbance activities. Through strict enforcement of rules of conduct by the owner, and the sharing of information by the Officer and the property owner, the arrest of trespassers sends a clear and swift message that such activity will not be tolerated. For an Officer to make such an arrest, the owner or designee must first sign an affidavit. The information is computerized, and responding Officers may verify whether an affidavit has been signed via Hollywood Dispatch. Also, verbiage similar to "No Trespassing, No Loitering" should be posted in a conspicuous manner. An example of a Trespass Affidavit is included in the appendix of this booklet.

HOLLYWOOD CODE ENFORCEMENT

These are some pertinent areas of City of Hollywood Ordinances that are relevant to property owners, and are the most common violations that City Code Enforcement Officers observe.

Commercial Property Standards

- The Code requires commercial properties be maintained free from nuisances, safety hazards and unsafe conditions.
- Owners subject themselves to code violations and possible civil liability when property is not maintained according to code.

Exterior

- Paint
- Garbage containment and disposal
- Graffiti
- Catch basins and septic systems

Interior

- Plumbing
- Electrical
- Appliances and HVAC
- Rodents and other pests

Dumpster Enclosures

- Ordinance went into effect in March 2004.
- Dumpster enclosures are required in an area bounded generally by I-95 on west, Surf Road on east, Pembroke Road on south and Pershing Street on north.
- Installation of a new dumpster enclosure requires a permit.
- Certain properties may be exempt, depending upon their location, type of container or dumpster placement.

Garbage

- The Code requires containment and regular removal of garbage.
- Overflowing containers are subject to correction by the City with the owner being assessed a monetary penalty.

Parking

- Owners should provide adequate off-street parking facilities for their residents.
- The Code prohibits parking on the lawn or across the sidewalk. Violation subjects the vehicle owner to parking tickets and the property owner to code violations.
- Property owners are responsible for maintenance of the sidewalk and swale adjacent to their property. Swales should be grassy or landscaped with appropriate plantings; rutted, dirt, gravel or paved swales are prohibited.

Address Numbers

- The address of all properties must be displayed and should be easily readable from the street. Rear numbers are required for properties with service alleys.

EVICTON PROCESS

As a landlord/property manager, you have the sole responsibility to initiate and file an eviction with the Clerk's Office. The following are three basic steps you must follow to legally evict a tenant:

1. You must first hand deliver or by certified mail a (3) three-business day notice to vacate. The notice must contain a reason for eviction. (Retain a copy)

2. After you have given proper notice to your tenant pursuant to Florida Statutes Chapter 83, and your tenant has failed to comply with that notice, you may file a suit for eviction. The following is for one tenant, you must add an additional copy of each form for each additional tenant named in the action:

- | | |
|--|---|
| <input type="checkbox"/> 3- Complaints for eviction | <input type="checkbox"/> \$80.00 Cash, Money Order or |
| <input type="checkbox"/> 3- Summons for eviction | Business Check for filing made |
| <input type="checkbox"/> 3- Copies of Notice to Tenant | payable to Clerk of Courts. |
| <input type="checkbox"/> 3- Copies of Lease (if applicable) | <input type="checkbox"/> \$20.00 Check or Money Order for |
| <input type="checkbox"/> 1- Stamped envelope addressed to tenant | services per defendant made payable |
| | to the Sheriff of Broward County |

(Add an additional 2 copies of each form for any additional tenant named in action and an additional of each for your records if so desired)

3. You will need to wait (5) days from the date of service excluding Saturdays, Sundays, and legal holidays. If NO response is filed by the defendant, then submit the following:

- | | |
|---|---|
| <input type="checkbox"/> 1-Motion for default and default | <input type="checkbox"/> 2-Writs of Possession and a check or |
| <input type="checkbox"/> 1-Motion for default and judgment for eviction | money order for \$70.00 made payable |
| <input type="checkbox"/> 3-Default judgment for eviction | to the <u>Broward Sheriff's Office</u> . |
| <input type="checkbox"/> 2-Stamped envelopes | (For instructions or information |
| • 1-Self-addressed | regarding the Writ of Possession, |
| • 1-Addressed to the tenant | please contact the Sheriff's Office at |
| | (954) 831-8787.) |

❖ Clerk supplies these forms – all other forms must be purchased at an office supply store or secured from an attorney.

ANYTIME AFTER STEP 3 HAS BEEN ACCEPTED, BSO WILL GO OUT AND SERVE A 24-HOUR NOTICE TO VACATE, THEN WILL RETURN TO EVICT.

If you have any questions or need forms, please call or visit the Clerk's Office at
 South Satellite Broward County Courthouse
 3550 Hollywood Blvd.
 Hollywood, FL 33021
 Phone (954) 831-0353

CPTED – Crime Prevention Through Environmental Design

(pronounced “septed”)

CPTED Defined

Crime Prevention Through Environmental Design, also known as C.P.T.E.D., is a field of knowledge developed in response to research demonstrating that the architecture of some building deters crime while others encourage it. These concepts were originally designed to help reduce crime to a property (e.g. burglary). They are known also to help prevent crime from a property (e.g. drug dealing, illegal gang activity).

It is important that lighting, landscaping, and building design combine to create an environment where drug dealers, burglars, and other criminals do not feel comfortable.

The four basic elements of CPTED are:

1. **Natural Surveillance** – The ability to look into and out of your property. Crime is less likely to happen if criminals feel they will be observed. Examples are keeping shrubs trimmed so as not to block the view of windows or porches. Install glass peepholes so children and adults can see who is at the door before they open it. Install motion activated lights in private areas such as driveways.
2. **Access Control** – Controlling entry and exit. Crime is less likely to occur if the criminal feels it will be hard to get in or that escape routes are blocked. Examples are guard stations or remote activated gates. Also applies to private apartments, dead-bolt locks, security pins in windows and sliding glass doors, and a “buzzer” in high-rise apartments to control front door access.
3. **Territoriality** – Making a psychological impression that someone cares about the property and will engage in its defense. Conveying territoriality is accomplished by posting signs, general cleanliness, high maintenance standards, and residents who politely question strangers. Signs that tell visitors to “report to the manager” define rules of conduct, warn against trespassing, or merely announce boundaries are all part of territoriality. Another example of “Territoriality” is the prompt removal of graffiti, which sends a message that you care about your property and your community. Ensure that the NTL Unit has signed Trespass Affidavit authorizing members of the HPD to arrest trespassers. The NTL Unit will also provide property owners with “No Trespassing” signs at no cost.
4. **Activity Support** – Increasing the presence of law-abiding citizens can decrease the opportunities for criminals. Organizing events or improving public services in parks and schoolyards, holding outdoor gatherings on hot summer nights, and accommodating bicycles, joggers, and fitness walkers are all examples.

**CPTED information provided by Tucson, Arizona Police Department’s “Safe By Design” program.*

CPTED Recommendations

Adopted alone, few of the following elements will have a significant impact. Practiced together, they will stop some criminals from wanting to move into the property, and will make it easier for neighbors and police to observe and document illegal activity.

- ❑ **Use lighting to its best advantage-** Install photosensitive lighting over all entrances. Buyers and sellers of drugs do not want to be seen. At minimum, the front door, back door, and other outside entrance points should be equipped with energy-efficient flood lighting that is either motion or light sensitive. Backyards and other areas should be illuminated appropriately. Be sure that applicants understand that lighting must be left on.
- ❑ **Make sure fences can be seen through-** Chain link or wrought iron fencing are the best since they limit access without offering a place to hide. Wood fencing can also be effective provided wide gaps are left between the boards.
- ❑ **Keep bushes around windows and doorways well trimmed-** Bushes should not impair the view of entrances and windows. Tree branches should also be trimmed up from the ground so as to discourage the possibility of a person hiding.
- ❑ **Post the address clearly-** When the address numbers are faded, hidden by shrubs, not illuminated at night, or simply fallen off, neighbors will have more hurdle to cross before reporting activity to Police. Ensure that rental units are numbered in a logical and consistent manner so that Officers can respond quickly if called.
- ❑ **Control traffic flow and access-** In larger complexes; control access points to deter pedestrian traffic from entering the property. Do the same for automobile traffic. People involved in drug trafficking prefer “drive through” parking lots-those with multiple exits. Consider blocking some parking exits, adding fencing and rerouting traffic so all auto and foot traffic, coming and going, must pass the same point-within the view of the manager’s office. If more control is needed, issue parking permits to tenants. Post signs forbidding cars without permits to use the lot. Towing companies that specialize in this type of business can provide you with signs, usually for a nominal fee. Be consistent in having violators towed. Remember that it is your parking lot, not a public one.
- ❑ **Design for a strong sense of community-** Recreational areas and other community facilities can help encourage and foster a sense of community, and can encourage neighbors to become acquainted. Building layouts should nurture a more personalized, neighborhood environment over those that may reinforce feelings of isolation and separation from the community.

DETERMINING ISSUES BETWEEN LANDLORD-TENANT AND HOTEL/MOTEL DISPUTES

Issues routinely arise in response to Landlord-Tenant and Hotel/Motel disputes. The initial Officer must first determine that the situation is, in fact, a landlord-tenant dispute by verifying the existence of a lease. If no lease exists, the situation may be a trespass or a hotel/motel scenario which calls for enforcement of specific criminal statutes. Where a lease does exist, either written or verbal, the primary function of the police officer is to maintain the peace. The dispute is essentially a civil matter that must be dealt with, through use of the civil court system.

If no written or implied lease exists, the officer should then consider appropriate criminal law enforcement under either FSS 810.08, trespass after warning, or FSS 509 which refers to public lodging. Before considering enforcement of the public lodging statute, an officer must establish the existence of a current copy of the license to operate as a place of lodging. Once established, the officer may consider enforcement of this statute.

To summarize the above, an officer should ask the following questions to determine whether or not a lease exists and whether the person is a guest or a tenant of the premises.

- A. Is the premises licensed as a hotel or motel?
- B. Is the premises furnished by the owner/manager?
- C. Is there an oral or written agreement?
- D. Is the rent payable daily, weekly or monthly?
- E. Is there a central telephone switchboard or a private telephone line attached to the unit?
- F. Are the essential utilities paid by the management?
- G. Are linens/towels provided?

If it is apparent that the officer is dealing with a tenant rather than a hotel/motel guest, the officer should advise the owner/manager to initiate proper eviction procedures as spelled out in FSS 83.001-83.66. The role of the officer is limited to peacemaker and criminal law enforcer.

CONCLUSION

One of the goals of the program is to reduce repeat calls for service. The Police Department will provide a list of calls to the complexes, identify the repeat calls, and then work with you to resolve the problems. Each Officer may handle calls a little differently, but all must adhere to the same guidelines. We plan to meet with all of you periodically to discuss problems.

We hope that you take the time to meet the other property managers and landlords in your neighborhood, and work in partnership in truly improving the quality of life in the City of Hollywood.

One measure of success will be when there is a reduction of calls for service in the complexes. End of year figures for calls for service will reveal the extent of this success.

The Patrol Division of the Hollywood Police Department will conduct periodic seminars for property managers/owners of rental properties throughout Hollywood. This will enable us to better explain to you the various resources available and answer any questions you may have.

We hope that this informational guide will assist you in dealing with problems that may arise in your apartment complex.

The Hollywood Police Department looks forward to creating working partnerships with property owners, with the ultimate goal of improving the quality of life in Hollywood.

APPENDIX

Useful Web Sites

A list of useful Web Sites to assist with additional information for landlord and tenant matters:

<http://www.fiu.edu/~caj/landlordtenantinformation.htm>
http://www.law.cornell.edu/topics/landlord_tenant.html
<http://www.rentlaw.com/>
<http://www.hollywoodpolice.org>

**Commonly Used
Hollywood Police Department
Phone Numbers**

Emergency - 911

Patrol Division	954-967-4500
Crime Prevention Specialists (Security surveys)	954-967-4314
Crime Suppression Team (Street level drugs/prostitution)	954-967-4578
Crime Watch	954-967-4318
Criminal Investigations Division (Detective Bureau)	954-967-4411
Detention	954-967-4545
Dispatch (non-emergency)	954-967-4357
Neighborhood Services (Neighborhood Team Leaders)	954-967-4456
P.A.L. (Police Athletic League)	954-967-3401
Public Affairs (Public Information Officer)	954-967-4316
Records Division	954-967-4481
School Crossing Guards	954-967-4434
Special Operations Division (Traffic Enforcement, Marine Unit)	954-967-4567
South Broward Drug Enforcement (Drug trafficking)	954-888-1550
Telephone Reporting Unit	954-967-4646
Traffic Unit	954-967-4572
Victim Advocate	954-967-4411
Youth Services (Gang Unit, School Resource Officers)	954-967-4430

**Commonly Used
City of Hollywood
Phone Numbers**

Beach Maintenance	954-921-3260
Beach Safety	954-921-3423
Building Department	954-921-3335
Building Inspection	954-921-3261
Chamber of Commerce	954-923-4000
Citizen's Assistance	954-921-3041
City Attorney	954-921-3435
City Clerk	954-921-3211
City Commission	954-921-3321
City Manager	954-921-3201
Code Enforcement	954-921-3061
Community Planning	954-921-3471
Community Redevelopment Agency	954-921-3016
Fire Marshall	954-976-4404
General Information	954-921-3473
Job line	954-921-3292
Marina	954-921-3035
Marine Safety (Beach)	954-921-3423
Mayor's Office	954-921-3321
Parking Administration	954-921-3535
Parks/Recreation	954-921-3404
Public Works	954-967-4526
Social Services Coordinator – Housing Enhancement	954-924-2952
Solid Waste Collection	954-967-4200
Street Maintenance	954-967-4526
Spanish Assistance	954-921-3041
Traffic Engineer	954-921-3254
Water Department	954-921-3241
Zoning	954-921-3477

**County Services
Phone Numbers**

American Disability Association	954-967-1493
Animal Lost and Found	954-359-1313
Auto Tag	954-765-4697
Better Business Bureau	561-842-1918
Birth & Death Certificates	954-467-4413
Broward Cultural Affairs	954-357-7457
Broward County Code & Zoning	954-468-3483
Broward County Emergency Evacuation	954-831-3900
Broward County Public Health	954-327-8750
Broward County Human Relations Division	954-357-6385
Broward County Misdemeanor Division	954-831-8448
Broward County Social Services Transport	954-357-8400 / 8302
Broward County Support Enforcement	954-357-8800
Broward Sheriff's Office	954-765-4321
Building Codes and Permits	954-468-3401
Bus Transportation	954-357-8400
Citizens Services	954-765-5355
Consumer Affairs	954-765-5350
Disaster Preparedness	954-831-3900
Discrimination Complaints	954-357-7800
Drivers License Bureau	954-497-1570
HIV/AIDS Support Services	954-327-8773
Homeless Assistance	954-985-1920
Housing Authority	954-739-1114
Hunting and Fishing Licenses	954-831-4000
Landlord Tenant Disputes	954-357-5350
Medical Examiner	954-327-6500
Mosquito Control	954-765-4062
Occupational Licenses	954-831-4000
Passport Information	954-921-3410
Postal Security	954-436-7200
Property Appraiser	954-357-6830
Recycling	954-765-4222
Traffic Engineering	954-847-2600
Waste Disposal	954-765-4202

**Federal Agencies
Phone Numbers**

Attorney General (Florida)	954-712-4600 or 850-487-1963
Customs U.S./Homeland Security	954-356-7383 or 954-763-5214
DEA	954-489-1738 / 1700
FBI	305-944-9101
Marshall's Office	954-356-7256
A Child is Missing	954-763-1288
Post Office Information	1-800-275-8777
Smuggling Line	1-800-BE ALERT
Social Security Administration	1-800-772-1213
Veterans Administration	1-800-827-1000
Veterans Services	954-831-0420

**Social Services
Phone Numbers**

Alcohol and Drug Abuse	954-765-4200
Al-ANON	954-491-1915
Alcoholics Anonymous	954-462-0265
American Red Cross	954-763-9900
Area Agency on Aging	954-714-3464
BARC-Emergency (Alcohol treatment)	954-831-1579
Broward County Alcohol/Drug Abuse Services	954-765-4200
Broward County Health Department	954-467-4532
Boys/Girls Club of Hollywood	954-983-0626
Broward County Children's Services	954-357-7585
Broward Outreach Center	954-926-7417
Camillus House Health Concern	305-577-4840
Community Care for the Elderly	954-537-2936
Covenant House	954-561-5559
Easter Seals Centers	954-792-8772
Elderly Services Division	954-357-6765 or 954-537-2805
Family Services	954-357-6344
Henderson Clinic	954-463-0911
DCF Hotline	800-96-ABUSE
South Florida State Hospital	954-392-3000
Social Services/Children Youth Family	954-357-6344 or 954-831-1230
Human Rights Advocacy Committee	954-357-6050
Legal Aid Services of Broward County	954-765-8950
Lippman Family Center	954-568-2801
Mental Health Assoc. of Broward County	954-746-2055
Mobile Crisis Unit	954-463-0911
Narcotics Anonymous	954-967-6755
National Center Missing & Exploited Children	1-800-843-5678
National Teen Hotline	1-800-999-9999
Nutrition Services (Meals on Wheels)	954-731-8770
The Retreat	1-800-366-8466
Salvation Army	954-524-6991
Sexual Assault Treatment Center	954-765-5031
Sexual Assault (24 hours)	954-761-RAPE
Sheridan House	954-583-1552
Women in Distress	954-760-9800

Selected Hollywood City Ordinances

The following is a list of common violations of city ordinances:

ANIMALS

- 92.02 (A) KEEPING WILDLIFE/FOWL OR CONDUCTING NON-PERMITTED DOMESTIC BREEDING
- 92.03 (A) ALLOWING DOMESTIC ANIMAL/FOWL OR WILDLIFE TO RUN AT LARGE
- 92.17 EXCESSIVE DOG BARKING AT ANYTIME
- 92.18 LIABILITY INSURANCE, REGISTRATION REQUIRED FOR DANGEROUS DOGS
- 92.20 (A) PERMIT DOG TO WANDER/ STRAY AND DAMAGE PROPERTY
- 92.20 (C) FAILURE TO HAVE DOG ON LEASH
- 92.23 FAILURE TO REMOVE DOG FECES ON PUBLIC OR PRIVATE PROPERTY
- 92.01 (B1) UNLAWFUL TO HUNT, MOLEST, WOUND, INJURE, OR KILL ANY BIRD IN THE CITY
- 92.01 (B2) UNLAWFUL TO CAPTURE ANY BIRD WITHIN THE CITY
- 92.21 (A) DOG BITES; DUTY OF PERSON BITTEN OR OWNER OF DOG TO REPORT ACCIDENT TO CITY WITHIN 24 HOURS
- 92.19 LIABILITY; OWNERS RESPONSIBLE FOR DAMAGE OR INJURIES CAUSED BY THEIR DOGS

PARKING

- 72.029 PARKING IN FIRE LANE, FIRE ZONE PROHIBITED
- 72.027 PARKING WITHIN 15 FEET OF FIRE HYDRANTS PROHIBITED
- 72.030 PARKING WITHIN 20 FEET OF INTERSECTION OR CROSSWALK PROHIBITED
- 72.028 PARKING IN SAFETY ZONES (CROSS-HATCHED MARKINGS) PROHIBITED
- 72.031 PARKING BLOCKING DRIVEWAYS PROHIBITED
- 72.112 PARKING COMMERCIAL VEHICLES IN RESIDENTIAL AREAS PROHIBITED
- 72.121 PARKING RECREATIONAL VEHICLES AND BOATS IN LOCATION OTHER THAN: IN ENCLOSED GARAGE, IN SIDE OR REAR OF YARD CONCEALED FROM VIEW, OR ON DRIVEWAY AS LONG AS BOAT DOES NOT EXCEED 25 FEET AND IS PARKED MORE THAN 5 FEET FROM PROPERTY LINE STILL PERPENDICULAR TO HOUSE
- 72.121 (A5) ALL BOATS OVER 12 FEET MUST BE ON A TRAILER AND PARKED ON A HARD SURFACE
- 72.121 (B3) ALL RECREATIONAL VEHICLES, BOATS, TRAILERS MUST HAVE TIRES MOUNTED, INFLATED, AND BE MOVABLE

- 72.121 (A5) NO MORE THAN ONE RECREATIONAL VEHICLE, BOAT, TRAILER OUTSIDE ANY RESIDENTIAL DWELLING
- 72.131 (B) RECREATIONAL VEHICLES ALLOWED TO BE USED FOR HABITATION ONLY IN A TRAILER PARK
- 72.121 (B2) VALID TAG REQUIRED FOR ALL VEHICLES EXCEPT ON PRIVATE PROPERTY
- 72.022 (A) PARKING ON SIDEWALK PROHIBITED
- 72.021 STREET PARKING ONLY WHERE CURBS ARE PROVIDED
- 72.111 (E) SWALE PARKING ALLOWED PARALLEL TO ROADWAY AND FACING PROPER DIRECTION
- 72.032 PARKING WITHIN 30 FEET OF A TRAFFIC CONTROL DEVICE PROHIBITED



CASE # _____

HOLLYWOOD POLICE DEPARTMENT TRESPASS AFFIDAVIT

Team Zone: _____

Date: _____

Type Business: _____

Rental Property-# of Units: _____

RETURN TO:

Hollywood Police Department
3250 Hollywood Blvd.
Hollywood, Fl. 33021
(954) 967-4456

FROM:

Owner/Agent Name: _____
Address: _____
City: _____
State: _____ Zip: _____

NEW:

UPDATE:

Owner/Manager:

Name: _____
Home Phone: _____
Business Phone: _____
Fax: _____

NOTE: Update is required every year upon the property's change of ownership.

Mailing Address: (Other than property address)
Name: _____
Address: _____
City: _____
State: _____ Zip: _____

To Whom it May Concern:

Hollywood Police officers are hereby designated authorized representative, of the above business/property, and/or are empowered to warn and direct persons to leave said property.

Authority is granted by _____, who is the Owner, Agent, Other (_____) of said business/property and is authorized to act on behalf of the above named business/property for the purposes of the affidavit, and who herein requests that Hollywood Police Officers enforce said Statute or Ordinance, on the said property, including parking areas and curtilages thereof. This Affidavit is valid for a period of one year from the date of authorization. If for any reason (sale, change of ownership, dissolution of business, etc.) cancellation is desired, it will be the responsibility of the affiants to notify the Police Department, cancel their authorization, and remove the trespass notices.

It is also acknowledged that this writer, on behalf of the business/property will prosecute anyone arrested according to this document.

(Authorizing Agent's Signature)

(Print Name)

____/____/____
(Date)

**(STATE OF FLORIDA)
(COUNTY OF BROWARD)**

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by
(Day) (Month) (Year)

_____, who is personally known to me or who has produced _____
(Affiant's Name) (Affiant's ID Type)

as identification and who did take an oath.

POLICE OFFICER - NOTARY PUBLIC, STATE OF FLORIDA

TYPE/PRINT NAME DATE

RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on this _____ day of _____, 20____,
between _____, hereinafter referred to as "Lessor", and

_____,
hereinafter referred to as the "Lessee" and more particularly described as follows:

Together with all appurtenances, for a term of (1) year, to commence on _____ and to
end on _____ at _____ o'clock __m., subject to any renewal period
agreed to, in writing, by the parties.

- Rent:** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises, the sum of _____ Dollars (\$_____) per month in advance on the _____ day of each calendar month beginning _____ 20____, at _____, City of _____, State of _____, or at such other place as Lessor may designate.
- Security Deposit:** Upon execution of this Lease, Tenant has agreed to deposit with Lessor _____ Dollars (\$_____), receipt of which is acknowledged by Lessor, as security, to be returned to Tenant without interest, on the full and faithful performance of the provisions hereof.
- Quiet Enjoyment:** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.
- Use of Premises:** The demised premises shall be used and occupied by employee exclusively as a private single family residence, allied and incidental purposes, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for the purpose of an office for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. It is understood, however, that the employee is a certified uniformed law enforcement officer. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises during the term of this Lease.

5. **Conditions of Premises:** Lessee stipulates that the demised premises has been examined, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair and a safe, clean and tenantable condition.
6. **Assignment and Subletting:** Without the prior written consent of Lessor, Lessee shall not assign this Lease. Lessee may sublet or grant any concession or license to use the premises or any part thereof to any person(s) and Landlord agrees and consents in advance to all such arrangements. An assignment without the prior written consent of Lessor, shall be void and shall, at Lessor's option, terminate this Lease.
7. **Alterations and Improvements:** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed or placed on the demised premises by the Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration or sooner termination of this Lease.
8. **Damage to Premises:** If the demised premises, or any part thereof, shall be partially damaged, by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.
9. **Dangerous Materials:** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **Utilities:** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that telephone, telecommunication and cable TV receptacles or hookups shall be provided by Lessor.
11. **Right of Inspection:** Lessor and his/her agents shall have the right at all reasonable time, during daylight hours, during the terms of this Lease and any renewal thereof, to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

13. **Animals:** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor, which shall not be unreasonably withheld.
14. **Display of Signs:** During the last _____ days of this Lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
15. **Subordination of Lease:** This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
16. **Holdover by Lessee:** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Lessor or Lessee on the other party.
17. **Surrender of Premises:** At the expiration of the Lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.
18. **Default:** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessor shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within thirty (30) days receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
19. **Abandonment:** If at any time during the term of this Lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and may, at his/her discretion, as agent for Lessee, relet the demised premises, or any part hereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for

such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, the Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

20. **Binding Effect:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.
21. **Radon Gas Disclosure:** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
22. **Lead Paint Disclosure:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-base paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-base paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
23. **Governing Law and Venue:** This Lease Agreement shall be interpreted and construed in accordance with and governed by laws of the State of Florida. Venue for any litigation concerning this Agreement shall be in Broward County, Florida. Each party waives their right to demand a jury trial or attorneys fees from the other party.
24. **Prior Agreements:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this Lease. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or implied. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document utilizing the same formalities as were used in the execution of this Lease.

25. **Renewals:** The term of this Lease may be extended beyond the original one (1) year term, at the sole option of the City, for up to two (2) successive periods(s) at one (1) year each. Each extended renewal term shall be upon the same terms and conditions excepting any rental increase the parties may agree upon in writing during the original term as provided in this Lease.

26. **Environmental Contamination:** Lessor represents and warrants to Tenant that, as of the date of the Lease execution, neither Lessor, nor to the best of his/her knowledge, any third party has used, produced manufactured or stored or disposed or discharged any hazardous wastes or toxic substances in, under or about the Premises.

27. **Notices:** Any notice or demand which must, under the terms of this Lease or by any law, be made or given to any party hereto, shall be in writing and given by certified mail or registered U.S. mail sent to the other party at the following address:

Notice to Lessee: _____

Notice to Lessor: _____

28. **Compliance with Laws:** Lessor shall comply with all applicable federal, state, local, technical and sanitary laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations related to this Lease.

29. **Fire or Other Casualty:** In the event of any injury to the premises or any part thereof during the term by fire, flood, hurricane, storm or other cause, Lessee shall give notice to the Lessor, who shall immediately repair the premises at his expense.

If these Premises are rendered untenable by the elements or other cause, all rental payments shall cease until the same shall be repaired as aforesaid. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require rebuilding, rent shall be paid until the time of destruction and, henceforth, this Lease shall cease, and Lessee shall have no further liability.

30. **Hold Harmless/Indemnity:** Lessor holds harmless and indemnifies the Lessee from every claim, action, cause of action, damage, liability, assessment, charge, imposition, cost, expense, suit, proceeding, cost or fee, excepting only a claim under this Lease, and pursuant to Florida laws governing residential tenancies; for: (I) the security deposit (ii) recovery of possession on default and (iii) rent after abandonment of the premises, as such is defined by Florida law.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Witness:

LESSEE:

(As to Lessee)

APPROVED AS TO FORM AND LEGALITY

LESSOR:

Witnesses:

(As to Lessor)

BY: _____

LEASE ADDENDUM FOR DRUG-FREE HOUSING

1. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in or facilitate criminal activity on or near the project, including, but not limited to, violent criminal activity or drug-related criminal activity.
2. The Tenant or any member of the Tenant's household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity.
3. "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
4. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).
5. One or more violations of Section 1 or Section 2 of this Lease Addendum constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit.
6. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of this Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.
8. This Lease Addendum is incorporated into the Lease between the Landlord and the Tenant, dated _____.

9. **Signatures**
TENANT

1. _____ / /
Date Signed

2. _____ / /
Date Signed

3. _____ / /
Date Signed

LANDLORD

BY _____ / /
Date Signed