

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: September 13, 2022	<input type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input checked="" type="checkbox"/>	Public Hearing

Department: Administration
Submitted By: Administration

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I. EXECUTIVE BRIEF

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

Summary: At the request of the Board of County Commissioners, this ordinance is being proposed for consideration and seeks to amend Sections 14-81 and 14-82 of the Palm Beach County Code to require a 60-day written notification for either non-renewal of a residential lease, termination of a residential lease, or an increase of the rental rate by more than five percent (5%) for tenancies of a specific duration under Section 83.575(1), or for tenancies without a specific term under Section 83.57(1) through (3), Florida Statutes. This ordinance shall apply in unincorporated and incorporated areas of Palm Beach County, subject to certain limitations.

Similar ordinances have passed in other counties in the state as well as several municipalities in Palm Beach County. This ordinance provides that any municipal ordinances in Palm Beach County either adopted before or after the adoption of this ordinance would remain in effect. It also allows a municipality to opt out of the provisions of this ordinance. The ordinance provides for an enforcement mechanism in the unincorporated areas of the county through Palm Beach County Code Enforcement and includes fines for such violations. In incorporated Palm Beach County, any municipal code enforcement officers or any law enforcement agency having jurisdiction of the area within which the residential tenancy at issue is located would enforce this ordinance.

This ordinance is anticipated to have a beneficial impact for residents and will help renters navigate the highly competitive rental market by providing more time to adjust to higher rents or seek alternative housing, and will help landlords in sooner identifying certain residential units that may become available in order to identify new occupants.
Countywide (MM)

(Background and Policy Continued on page 3.)

Attachments:

- 1) Proposed Rental Notification Assistance Ordinance

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Recommended By:	N/A	
	Department Director	Date
Approved By:		9/8/2022
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

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

ADDITIONAL FTE
POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X
Budget Account Exp No: Fund XXXX Dept. XXX Unit XXXX Obj. XXXX **Prog.** XXXX
Rev No: Fund XXXX Dept. XXX Unit XXXX Rev. XXXX **Prog.** XXXX



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

*The fiscal impact is undetermined at this time.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 8/31/22 _____ OFMB QA 8/31 2: 8/31	 9/1/22 _____ Contract Dev. And Control
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B. Legal Sufficiency:

 9/6/2022

Assistant County Attorney

C. Other Department Review:

Department Director

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

(Continued from page 1)

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

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

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

1 **ORDINANCE NO. 2022-_____**
2

3 AN ORDINANCE OF THE BOARD OF COUNTY
4 COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,
5 AMENDING SECTIONS 14-81 AND 14-82 OF THE PALM
6 BEACH COUNTY CODE; PROVIDING FOR AUTHORITY;
7 PROVIDING FOR REQUIRED WRITTEN FAIR NOTICE OF
8 TERMINATION OF RESIDENTIAL TENANCIES WITH
9 SPECIFIC DURATION AND CERTAIN TENANCIES
10 WITHOUT SPECIFIC TERM AND WRITTEN FAIR NOTICE
11 REQUIREMENTS FOR RENTAL PAYMENT INCREASES
12 FOR RESIDENTIAL TENANCIES WITH SPECIFIC
13 DURATION AND CERTAIN TENANCIES WITHOUT
14 SPECIFIC TERM; PROVIDING FOR ENFORCEMENT;
15 PROVIDING FOR SEVERABILITY; PROVIDING FOR
16 INCLUSION IN THE CODE; AND PROVIDING FOR AN
17 EFFECTIVE DATE
18

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

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

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

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

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

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

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

38 **WHEREAS**, rents in Palm Beach County increased thirty-seven percent (37%) during
39 2021; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 1) accept the proposed amendment;

16 2) reach an acceptable compromise; or

17 3) reject the proposed amendment to their tenancy.

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

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

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

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

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

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

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

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

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

27 1) The gravity of the violation; and

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

1 3) Any previous violations committed by the violator.

2 (c) In incorporated Palm Beach County, this ordinance shall be enforced by
3 any municipal code enforcement officers or any law enforcement
4 agency having jurisdiction of the area within which the residential
5 tenancy at issue is located pursuant to Section 125.69 and Chapter 162,
6 Florida Statutes, or any applicable municipal code enforcement
7 provision.

8 **SECTION 4.** Sections 14-84—14-241 of the Code of Palm Beach County, Florida, are hereby
9 amended to read as follows:

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

11
12 **SECTION 5.** If any section, subsection, paragraph, provision, sentence, clause, phrase, or word
13 of this ordinance is held unconstitutional, inoperative, invalid, or void, such holding shall not
14 affect the remainder of this Ordinance.

15
16 **SECTION 6.** The provisions of this Ordinance shall become and be made a part of the Code of
17 Laws and Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be
18 renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to
19 "section", "article", or any other appropriate word.

20
21 **SECTION 7.** This Ordinance shall take effect immediately after its adoption.

22
23 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
24 County, Florida, on this the ____ day of _____, 20____.

25
26 JOSEPH ABRUZZO, CLERK

 PALM BEACH COUNTY, FLORIDA, BY ITS
 BOARD OF COUNTY COMMISSIONERS

27
28 By: _____
29 Deputy Clerk

 By: _____
 Robert Weinroth, Mayor

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY

3

4 By  _____
5 for County Attorney