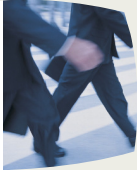




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Property news

FLORIDA PROPERTY MANAGEMENT EXPERTS THANKS YOU FOR
TRUSTING US WITH YOUR PROPERTY. WELCOME TO THE FAMILY.

"If you are not willing to risk the usual you will have to settle for the ordinary."
Jim Rohn

Florida Real Estate Center

Hire Me!



I'd like to interview for the job of selling your home.
With 7 years of experience, I am proud to say that the
Quick Sale Listing Team can meet your needs and sell your
home ASAP!

My Qualifications:

- ✓ 75 years of combined Real Estate experience on my team of 6 agents and professional staff;
- ✓ We SOLD over 130 homes per year for the past 3 years;
- ✓ Over 15 years of experience in buying and selling expired and withdrawn Listings;
- ✓ We post your home on over 35 real estate web sites to get local and national exposure to MORE buyers;
- ✓ AND Our Guaranteed Sale Program, Immediate Buyout Program and Seller's Incentive Club helps us attract more buyers and agents to your home than anyone else!

While our qualifications speak for themselves, I'd like to tell you, and more importantly, show you in person.

Please contact me at 352.241.7000 so we can schedule a time to meet. The employment market is tough right now, but I'm the right person for the job!



New Tenant Welcome Packet

Your tenants will receive one of our brand new Welcome Packets. This packet is designed to tell the tenants everything they need to know about renting your home. It has our maintenance routine information, renters insurance information, and helpful hints you should know when renting a house.





From the Desk of Cari Grimes

Cari is the Accounting Manager and the Head of the Maintenance department here at FPME.

Can my HOA really evict MY tenants?

Maybe. You didn't think the answer would be that simple, did you?

Under *Florida Statutes 720.3085 & 718.116*, [HOA's](#) and condo associations now have the right to demand rent payments directly from tenants when the property owner has fallen behind in their assessments. Many tenants are forced into a very uncomfortable and awkward position. Do they pay the HOA as demanded, or do they continue to pay the landlord?

In 2010, the Florida Legislature took it upon themselves to bestow upon the HOA's the right to collect rent and evict tenants for unpaid assessment fees and due, that have not been paid by the homeowner. It sounds absurd that a HOA can get in between a landlord and THEIR tenant, right?

Well, we need to remember back to what was taking place when this legislation was passed. When the housing bubble bust, it not only hurt homeowners, but severely impacted the HOA's as well. That's because the HOA property owners were also facing foreclosures, and as much, they were not paying their dues to the HOA, all while leasing their homes and pocketing the rent money.

If the proper procedures are followed by the HOA, they can and will demand rent money from your tenants to be paid directly to them. If that doesn't work they can also evict your tenants under Chapter 83, Florida Statutes. To do so, the governing documents of the HOA must also give them the right to collect rent directly from tenants. However, if the Tenant does receive written demand to pay the HOA their rent money directly, the tenant who does so is provided immunity from eviction by the landlord. However, the converse is also true. If the tenant receives written demand from the HOA and continues to pay the rent to the landlord, the tenant can be evicted by the HOA.

Florida Statute §720.3085:

- A tenant is immune from any claim by the parcel owner related to the rent *timely paid* to the association after the association has made written demand.
- Tenant shall continue making rental payments to the association to be *credited* against the monetary obligations of the parcel owner until the association *releases* the tenant or the tenant discontinues tenancy in the unit.
- The *liability* of the tenant *may not exceed* the amount due from the tenant to the tenant's landlord. The tenant shall be given a *credit against rents due* to the landlord in the amount of assessments paid to the association.
- The association may issue notice ... and sue for eviction ... as if the association were a landlord ... if the tenant fails to pay a monetary obligation.

However, the association is not otherwise considered a landlord under chapter 83 and specifically has no obligations under [s. 83.51](#).

- The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the association.



Can my HOA really evict MY tenants?

Notice Required by F.S. §720.3085(8)(a):

The association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

“Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners’ association and continue doing so until the association notifies you otherwise.

Payment due the homeowners’ association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address) , payable to (name)

Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.

Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

Excerpted by propertyguiding.com



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AS SEEN ON:    



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