

Florida Month-to-Month Rental Agreement

General template, not legal advice. Have a Florida attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in Florida. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent

Landlord address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Other occupants

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit

City, state and ZIP

Parking or storage included

Appliances and furniture included

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that Florida law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

Notice to end a month-to-month tenancy in Florida: A month-to-month tenancy ends with written notice given at least 30 days before the end of a monthly period, by either side. (Florida Statutes section 83.57)

5. Rent

Rent is \$_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is \$_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of \$_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of \$_____ (Returned payment fee).

Late fee limits: _____ (check the rule in Florida)

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as Florida law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

Rent increase notice: _____ (check the rule in Florida)

Rent control in Florida: Local governments in Florida may not adopt or keep any measure that controls rents; only land use tools that add affordable housing are allowed. (Florida Statutes section 125.0103 (as amended by ch. 2023-17))

7. Security deposit

The tenant pays a security deposit of \$_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by Florida law.

Deposit limit in Florida: Florida law does not cap the amount of a security deposit. Since 2023 a landlord may also offer a monthly fee in place of a deposit. (Florida Statutes sections 83.49 and 83.491)

Deposit return deadline in Florida: With no claim, the deposit is due back within 15 days after the lease ends; to keep any part, the landlord must send written notice of the claim within 30 days. (Florida Statutes section 83.49(3))

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice Florida law requires, and at any time in an emergency.

Entry notice in Florida: For repairs, the landlord must give at least 24 hours of notice and enter between 7:30 a.m. and 8:00 p.m., except in an emergency or with the tenant's consent. (Florida Statutes section 83.53)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice Florida law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

Notice for unpaid rent in Florida: For unpaid rent, the landlord serves a 3-day notice to pay or leave, and the three days do not count Saturdays, Sundays or court holidays. (Florida Statutes section 83.56(3))

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules
- ☐ State or local disclosures that may also be required: check

State disclosures in Florida: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) Every rental agreement must include the statutory notice about radon gas. (Florida Statutes section 404.056(5)) The landlord or the person authorized to manage the property must give the tenant a name and address for notices and demands. (Florida Statutes section 83.50) Landlords with five or more units must tell the tenant in writing within 30 days where the deposit is held and whether it earns interest. (Florida Statutes section 83.49(2))

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

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