

**From:** [Hongtao Liu](#)  
**To:** [Teresa Layne](#)  
**Cc:** [mthomas@thomasmgrouprealty.com](mailto:mthomas@thomasmgrouprealty.com); [Lisa Gurske](#); [Teresa Layne](#); [wendy wei](#)  
**Subject:** Re: Notice of Ethics Complaint  
**Date:** Monday, December 15, 2025 1:49:41 PM  
**Attachments:** [Response to Zhang.pdf](#)  
[picture 1.png](#)  
[picture 2.png](#)  
[case Biao Zhang to Hongtao Liu.pdf](#)  
[case Dan Xu to Biao Zhang.pdf](#)  
[Mandate - Mandate.pdf](#)  
[deny re hearing.pdf](#)  
[sheriff collection service.pdf](#)  
[DBPR Investigations Report.pdf](#)

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Good Afternoon Everyone,

It's almost the holiday season, i really don't want to waste time writing this long email but realtor Biao Zhang keeps fighting, wasting our time and wasting his funds.

Response for the complaint attached.

Additional information:

I help my friend /client Dan Xu manage her property whose address is 3960 SW 20th Ave. 1006, Gainesville, FL 32607

The tenant Biao Zhang moved into this unit in Aug. 2022, then renewed the lease to Jan. 31, 2024.

During the first year, Mr Zhang only asked to do pest control one time and no other requested repairs.

When he renewed the lease in June, 2023, he didn't have any issues for the property either.

Mr Zhang told me that he also received the realtor license in June 2023.

Mr Zhang signed a contract in July to buy a house which closed on Sept 11th, 2023.

During the Aug, he kept requesting repairs and replacements. The handyman came 5 times to repair the issues in Aug. and installed the new toilet but he kept asking to replace the carpet and other items.

He moved out on Sept 12, 2023, he didn't pay the rent of Sept and termination fee of \$2000.

The landlord originally planned to hire a lawyer to sue him. After Zhang moved out, seeing that there was no major damage to the property, we are all from China, the landlord decided not to pursue the rent and termination fee. This issue should end here.

But two weeks later, the landlord received a complaint from Zhang to the Division of Consumer Services, Florida Department of Agriculture and Consumer Services, which said that the landlord had not made timely repairs to the property and it was no longer suitable to live in. The landlord was disgusted by Zhang's shameless and unreasonable fight, so they decided to find a lawyer to sue Mr Zhang. If Mr Zhang didn't file a complaint to the landlord, the landlord wouldn't sue him.

Mr Zhang lost the case and he was requested to pay last month's rent, termination fee plus attorney fee on [April 2024](#). Mr Zhang sued me, he requested me to pay his loss in May 2024, the judge rejected Mr Zhang's request, he lost the case again on Aug. 2024.

Zhang filed an appeal for the landlord to the Florida First District Court in Aug. 2024, The appeal court Affirmed by three judges in May 2025, he lost the cases again. The landlord told me that the police officer just came to Zhang's home last month and collected around \$8400 for the rent, termination fee, court fee and attorney fee.

My few friends told me that Mr Zhang posted this story to Chinese social media sites: Wechat and Xiaohongshu. He wrote that these judgments are not right and not fair to him. He posted my name and pictures with full of false information.

Please see attached two pictures.

Below is the translation:

Picture 1: "Liu Hongtao has been sued so many times, and he still said it was his first time. He kept saying in court that he had never been sued. When a prostitute is caught or a prostitute's client is caught, they all claim it was their first time. It turns out that I am not the only one who was cheated."

He knows that these cases are traffic tickets but he is still misleading.

Picture 2: A viewer's comment : "If you don't pay the rent, rent it to the black man and collect the rent, brother."

Biao Zhang: "Absolutely , brother." and he sent a liked Emoji.

Mr Zhang also is a Youtuber.

Please see the links:

[https://www.youtube.com/watch?v=atfc\\_jlZdOk](https://www.youtube.com/watch?v=atfc_jlZdOk)

The topic translates : Negative real estate teaching materials, bravely say NO!!!

He said that he doesn't advise his client to buy the rental property , this listing is overpriced and you are a sucker if you buy it. It was my active listing when he posted this video.

I talked with a few attorneys, but they told me that defamation is a pretty hard case to prove, as you usually have to prove that his postings have caused you some sort of damages, they don't want to handle this case, i also don't want to spend time on these negative issues, So I didn't sue him and filed a complaint to Mr Zhang.

Zhang filed two complaints to DBPR to me and 2 or 3 complaints to my office during the past two years. All above complaints closed with no violation.

I reviewed this complaint and it is also with no real evidence, just his imagination with his hatred.

After Zhang got his realtor license, he spent a lot of time preparing the court documents and complaint documents. I really don't understand his behavior. I think Mr. Zhang is crazy, illegal , racist and unprofessional.

Court documents and DBPR's investigation report are attached.

This email also included Realtor Biao Zhang's broker Wendy Wei (Wendy is also from China and she can check Zhang's Chinese social media site and see what he said).

Thank you for taking the time to read this long email.

Have a great day!

Hongtao

-----

Hongtao Liu - Realtor MBA

Better Homes and Gardens Real Estate Thomas Group

5346 SW 91st Terrace

Gainesville | FL 32608

c: 352.327.8816

o: 352.226.8228

f: 352.872.5897

[liu@thomasgrouprealty.com](mailto:liu@thomasgrouprealty.com)

<https://hongtaoliu.thomasgrouprealty.com/>

On Wed, Dec 10, 2025 at 4:40 PM Teresa Layne <[tlayne@gacar.com](mailto:tlayne@gacar.com)> wrote:

RE: ETHICS CASE #E03-10.09.25  
BIAO ZHANG VS HONGTAO LIU

Good afternoon,

This communication is to inform you that an Ethics complaint has been filed with the Gainesville-Alachua County Association of Realtors® naming you as Respondent. Upon review of the above-mentioned Ethics Complaint, it was the decision of the Grievance Committee to forward the case to the Professional Standards Committee for a hearing.

Please review the following linked documents:

1. [Form #E-2 “Notice to Respondent \(Ethics\)”](#)
2. [Form #E-5.1 Grievance Committee Report Form](#)
3. [COMPLAINT E03-10.09.25](#)
4. [Form #E-3 Reply](#)
5. [Form #E-20 “Notice to Respondent \(Ethics\) and Optional Waiver of Right to Hearing](#) (This only needs returned if you plan to waive your right to a hearing.)
6. [Code of Ethics](#)

*Please review the forms and return your response within the 15 day timeline.* You may submit the forms via email. Please make sure all forms and documentation are in order of timeline and legible.

Please confirm receipt of this notice. Don't hesitate to call my office 352-332-8850 if you have any questions regarding this matter.

Thank you,

Teresa Layne  
Professional Standards Administrator



Gainesville-Alachua County Association of REALTORS®

(352) 332-8850, ext. 104; Cell: (352) 359-8407

1750 NW 80th Blvd., Gainesville, FL 32606

## Violations of the NAR 2025 Code of Ethics

### 1. Article 4: Disclosure of Ownership Interest

- a. **Violation:** Liu listed a property owned by LI YUNING on Zillow, falsely presenting himself as the listing agent and associating his brokerage (BHGRE Thomas Group) without the owner's authorization. This misrepresents ownership interest and fails to disclose the true landlord's identity to potential tenants.
- b. **Supporting Standards of Practice:**
  - i. **SOP 4-1:** Requires disclosure of any ownership interest, including representing an entity with legal interest. Liu's actions falsely implied he or his firm had authority over the property.
  - ii. **SOP 4-2:** Mandates disclosure that an interest exists. Liu concealed LI YUNING's ownership, misleading tenants.

**Response: Yes, the owner Yuning Li is my Chinese family member's friend. I listed this property on Zillow. I don't think I have any violations.**

### 2. Article 12: Honest and Truthful Communications

- a. **Violation:** By listing himself and his brokerage on Zillow for a property he does not own or have authority to list, Liu engaged in false advertising, failing to present a "true picture" of the rental transaction. This deceived potential tenants into believing he was the authorized agent.
- b. **Supporting Standards of Practice:**
  - i. **SOP 12-4:** Prohibits advertising property for lease without authority. Liu lacked LI YUNING's consent.
  - ii. **SOP 12-5:** Requires clear disclosure of the firm's name in advertisements, not for fraudulent purposes. Liu misused BHGRE's identity to legitimize the listing.
  - iii. **SOP 12-10:** Prohibits manipulating listing content to produce misleading results, such as falsely claiming ownership or agency.

**Response:** The owner approved the right of lease agreement for this [property](#). **No** violations.

### 3. Article 2: Avoid Exaggeration, Misrepresentation, or Concealment

- a. **Violation:** Liu concealed the true owner (LI YUNING) and misrepresented his role as the listing agent, omitting critical facts about the property's ownership and authorization.
- b. **Supporting Standard of Practice:**
  - i. **SOP 2-4:** Prohibits false consideration in documents. The Zillow listing constitutes a false document by misrepresenting Liu as the authorized agent.

**Response: The tenant always signs the lease with the owner, not concealed.**

### 4. Article 1: Duties to Clients and Customers

- a. **Violation:** Liu's unauthorized property management and false repair promises (per 2023 DBPR findings) failed to protect tenants' rights, safety, and health. By deflecting

responsibility to an unreachable landlord in China, he neglected his primary obligation to tenants. That would be happened for 2025 list property.

- b. Supporting Standards of Practice:
  - i. SOP 1-10: Requires competent property management with regard for tenants' rights, safety, and health. Liu's failure to address repairs violates this duty. Based on Hongtao Liu history, that could be considered.
  - ii. SOP 1-11: Mandates reasonable efforts to protect managed properties against foreseeable losses. Liu's inaction caused tenant harm. Based on Hongtao Liu history, that could be considered.
  - iii. SOP 1-16 (Amended 6/5/25): Prohibits unauthorized use of managed property. Liu's Zillow listing misused LI YUNING's property without permission.

**Response: Not true.**

#### 5. Article 6: Disclosure of Financial Benefits

- a. Violation: Liu used BHGRE's contract, logo, and address to manage properties, implying legitimate services while collecting management fees without disclosing the lack of authorization or his firm's misuse [Support document 1, 2].
- b. Supporting Standard of Practice:
  - i. SOP 6-1: Requires disclosure of direct interest in recommended services. Liu failed to disclose the fraudulent use of BHGRE's contract.

**Response: Yes, I used my office contract but the tenant and the owner signed the lease directly and the tenant paid the rent and deposit directly to the landlord. No financial benefits.**

#### 6. Article 9: Written Agreements

- a. Violation: Based on the 2023 DBPR report, that could happen as well. It indicates Liu used and will use unauthorized BHGRE contracts for property management, which lacked clear terms and failed to protect tenants (e.g., no recourse for repairs due to an unreachable landlord).
- b. Supporting Standards of Practice:
  - i. SOP 9-1: Requires keeping documents current. Liu's contracts were not updated to reflect the true landlord's status.
  - ii. SOP 9-2 (Amended 6/5/25): Requires explaining contract terms. Liu failed to disclose the landlord's inaccessibility, undermining tenant protections.

**Response: Not true.**

#### 7. Article 11: Competence

- a. Violation: Liu's management of properties without authorization and inability to coordinate with a landlord in China demonstrate incompetence, failing to meet expected standards for property management and tenant care.
- b. Supporting Standards of Practice:

- i. SOP 11-1: Requires disclosing limitations in management opinions. Liu did not disclose his inability to manage due to the landlord's location.
- ii. SOP 11-2 (Amended 1/25): Emphasizes protecting client rights in complex transactions. Liu's actions neglected tenant rights in a cross-border scenario.

**Response: Not true.**

9:58



彪哥说房 | 拓华

关注



5 records found					
Party	Affil	Party Type	D.O.B.	Case Status	Case Number
LIU, HONGTAO		INTERESTED PARTY		99 CLOSED	<a href="#">01 2011 CA 003502</a>
LIU, HONGTAO		DEFENDANT	1973	CLOSED	<a href="#">01 2013 TR 028733</a>
LIU, HONGTAO		DEFENDANT	1973	CLOSED	<a href="#">01 2013 TR 052417</a>
LIU, HONGTAO		DEFENDANT		CLOSED	<a href="#">01 2017 SC 001792</a>
LIU, HONGTAO		DEFENDANT		99 CLOSED	<a href="#">01 2024 SC 001630</a>

Liu hong tao 被告了这么多次，还说他第一次

在法庭上一直说他从来没有被告。妓女被抓或者嫖客被抓都宣称自己第一次。原来被坑的不是我一个



2024-11-26



说点什么...



还没有评论哦

抢首评

说点什么...



收藏



评论



彪哥说房 | 拓华

关注



共 68 条评论



说点什么...



築夢踏實狂想曲



不用擔心啊！佛州認同口頭承諾的，凡事都要留一手！！ 2024-09-25 回复

6

作者赞过



彪哥说房 | 拓华

作者



有道理👍 2024-09-25 回复

2

展开 6 条回复



Peter



不交房租，租给老黑收租啊兄弟

6

2024-09-26 回复

作者赞过



不知疲倦的打工仔🦉



绝了啊兄弟 2024-09-26 回复

2

作者赞过

展开 5 条回复



XXXX



相似的经历，试图很友好的和他们交涉，但是都不搭理我。后面我去 small claim court 告他，但他有律师，然后被转到了 general civil court。上个礼拜上庭，对方律师主动提出了两和解 2024-09-25 回复

1

说点什么...

👍 55

☆ 29

💬 68

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 3575182 3 PG(S)  
8/14/2024 4:20 PM  
BOOK 5174 PAGE 922  
J.K. JESS IRBY, ESQ.--Clerk  
Clerk of the Court, Alachua County, Florida  
ERECORDED Receipt # 1221131  
Doc Stamp-Mort: \$0.00  
Doc Stamp-Deed: \$0.00  
Intang. Tax: \$0.00

**IN THE COUNTY COURT  
OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA**

**CASE NUMBER: 01-2024-SC-001630  
County Civil Division V**

**BIAO ZHANG  
BIAO ZHANG,  
Plaintiff,**

**-vs-**

**HONGTAO LIU,  
Defendant.**

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**FINAL JUDGMENT FOR DEFENDANT**

**THIS ACTION** was tried before the Court upon Plaintiff's Statement of Claim. The parties were present for Final Hearing/ Non-Jury Trial on Tuesday, August 13, 2024 at 2:00 pm via Zoom.

At the hearing, both Plaintiff and Defendant testified. Plaintiff admitted into evidence six pages of text messages and certificate of translation (pages: 16-22 in evidence submitted with Court on August 8, 2024) and the rental lease agreement. The rental lease agreement is signed by Plaintiff and Landlord, Dan Xu. Dan Xu signed all portions of this lease as the landlord. Dan Xu is not a party to this case. Defendant, Hongtao Liu, is the listed agent of the landlord. Both sides agree that Defendant did not sign any portion of the lease.

Plaintiff argued he is entitled to \$2,700.00 (two month's rent) as he was misled by Defendant about the condition of the apartment and whether Plaintiff would be able to sublease the apartment at a later date.

Plaintiff testified he rented an apartment in July 2022, sight unseen. Upon moving in, the apartment was in much worse condition than presented in photographs. Nevertheless, Plaintiff renewed his lease in July of 2023 through January 2024. Early into this lease, Plaintiff purchased or was looking to purchase a home and looked into subleasing the leased apartment. Plaintiff testified it was difficult to find someone to sublease the apartment due to the poor condition of the apartment.

Plaintiff testified he repeatedly put in maintenance requests, some of which were fixed, many of which were not fixed.

Regarding subleasing, the lease states that the "Tenant may not assign the Lease or sublease all or any part of the Premises with first obtaining the Landlord's written approval and consent to the assignment or sublease". Plaintiff stated that he "did not read all the sentences of the lease" and "was not careful" and thus did not know he needed written approval. Plaintiff testified he was verbally told he could sublease the apartment by Defendant. Defendant told Plaintiff on August 23, 2023 via text message by Defendant that according to the lease Plaintiff could not sublease. Plaintiff unilaterally terminated the lease on September 11, 2023. This termination is the basis of a different case: 01-2023-SC-004536.

Defendant testified that the Landlord approves or rejects maintenance requests. Defendant further testified that the landlord decides the status of the subleasing provision of the lease and that the Landlord made the ultimate decision not to allow subleasing in this case. Upon being told Plaintiff could not sublease, the text messages show that Plaintiff agreed to honor the agreement. No evidence was presented that Plaintiff ever found someone who would sublease.

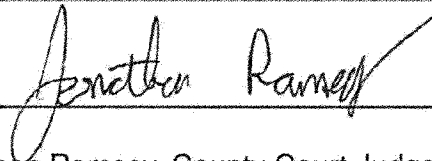
Plaintiff has failed to demonstrate how Defendant is responsible for terms of a lease where Defendant is not a signed party. Plaintiff has also failed to prove how he was misled about the condition of the premises that resulted in his inability to sublease the apartment. Plaintiff had lived in the apartment for nearly a full year and voluntarily chose to renew the lease. Additionally, Plaintiff has failed to prove how he was misled about subleasing. The subleasing conditions were laid out in the lease and no evidence was presented showing the landlord agreed in writing to sublease the apartment. Finally, Plaintiff failed to prove damages as he never had someone willing to sublease the apartment. When told he was not allowed to sublease on August 23, 2023, Plaintiff agreed via text message not to try further attempts to sublease before unilaterally terminating the lease less than a month later.

**IT IS THEREFORE ORDERED AND ADJUDGED THAT:**

1. Final Judgement is entered for Defendant HONGTAO LIU and against Plaintiff BIAO ZHANG.
2. Plaintiff BIAO ZHANG shall recover nothing from Defendant HONGTAO LIU.
3. The Court reserves jurisdiction to enter further orders in this matter as it deems necessary.

**DONE AND ORDERED** on Tuesday, August 13, 2024.

01-2024-SC-001630 08/13/2024 04:17:19 PM



Jonathan Ramsey, County Court Judge  
01-2024-SC-001630 08/13/2024 04:17:19 PM

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished by U.S. Mail, filing with the Florida Courts E-Filing Portal, electronic mail, or hand delivery on Wednesday, August 14, 2024 to the following:

BIAO ZHANG	HONGTAO LIU
9005 SW 79TH AVE	5346 SW 91ST TERRACE
GAINESVILLE, FL 32608	GAINESVILLE, FL 32608

Biao SW79 Zhang  
 alasou380@yahoo.com  
 biao Zhang1985@gmail.com  
 alasou380@yahoo.com

01-2024-SC-001630 08/14/2024 08:18:32 AM



Delatrone Hunter, Judicial Assistant  
01-2024-SC-001630 08/14/2024 08:18:32 AM

Filing # 196800319 E-Filed 04/23/2024 01:48:34 PM

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

DAN XU,  
PLAINTIFF,

CASE NO.: 2023-SC-4536

V.

BIAO ZHANG,  
DEFENDANT.

**FINAL JUDGMENT**

THIS ACTION came before the Court upon Plaintiff's Statement of Claim. The parties were present for final hearing on March 26, 2024 at 10:00 am via Zoom. On the evidence presented at final hearing it is determined that:

Defendant was Plaintiff's tenant pursuant to a valid lease agreement that extended from July 2023 through January 2024. Defendant was obligated to pay \$1,350.00 a month under the lease agreement. Additionally, if Defendant wished to terminate the lease agreement, he was obligated to pay a \$2,000.00 early termination fee to Plaintiff pursuant to a valid early termination/liquidated damages addendum to the lease agreement.

On September 11, 2023, Defendant unilaterally terminated the lease agreement without proper cause, without following the requirements of Florida Statutes Chapter 83, and without paying the early termination fee. Defendant failed to pay rent for the final month in which he occupied the leased residence. Defendant is liable to Plaintiff for the following amounts: \$2,000.00 for payment of the early termination fee, court costs and service and summons fees in the amount of \$350.00, and \$495.00 for a pro rata amount of the unpaid rent for September 2023. The \$495.00 amount is calculated by taking the rent owed (\$1,350.00) and dividing it by 30 (30 days in the month of September), which equals a rental amount owed of \$45 a day. Then taking the \$45 amount and multiplying that by 11 (for the 11 days Defendant occupied the leased residence for the month of September 2023), for the total of \$495.00. Additionally pursuant to the lease agreement, and Section 83.48, Florida Statutes, Plaintiff is entitled to compensation for attorney's fees from Defendant.

**IT IS THEREFORE ORDERED AND ADJUDGED THAT:**

- A. Final Judgment is entered against Defendant BIAO ZHANG and in favor of Plaintiff DAN XU.
- B. Plaintiff DAN XU shall recover from Defendant BIAO ZHANG the sum of \$2,845.00, which shall bear interest at the legal rate of 9.09% from the date of entry of this judgment, for which let execution issue.
- C. The Court grants Plaintiff DAN XU entitlement to attorney's fees, but reserves jurisdiction as to a determination of the amount of fees upon Plaintiff's counsel filing supporting affidavits.
- D. Defendant shall have Forty-Five (45) days from the date of this Judgment in which to fully comply under oath, sign, and return the Fact Information Sheet, Fla. R. Civ. P. Form

1.977(a), as well as all required attachments, to Plaintiff, unless the Judgment is satisfied or post-judgment discovery is stayed.

E. The Court reserves jurisdiction to enter further orders in this matter as it deems necessary.

**DONE AND ORDERED** in Chambers at Gainesville, Alachua County, Florida on Monday, April 22, 2024.

01-2023-SC-004536 04/22/2024 02:25:31 PM  


Kristine Van Vorst, County Court Judge  
01-2023-SC-004536 04/22/2024 02:25:31 PM

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that copies have been furnished by U.S. Mail or via filing with the Florida Courts E-Filing Portal on Tuesday, April 23, 2024.

EVAN M GARDINER, ESQ

egardiner@smithandeulo.com

tampaparalegal@outlook.com

sroofe@smithandeulo.com

BIAO ZHANG

9905 SW 79TH AVE

GAINESVILLE, FL 32608

BIAO ZHANG

alasou380@yahoo.com

BIAO ZHANG

9005 SW 79th Ave

Gainesville, FL 32608

01-2023-SC-004536 04/23/2024 01:45:49 PM

*Amber Allen*

Amber Allen, Judicial Assistant  
01-2023-SC-004536 04/23/2024 01:45:49 PM

# M A N D A T E

from

## FIRST DISTRICT COURT OF APPEAL

### STATE OF FLORIDA

This case having been brought to the Court, and after due consideration the Court having issued its opinion;

YOU ARE HEREBY COMMANDED that further proceedings, if required, be had in accordance with the opinion of this Court, and with the rules of procedure, and laws of the State of Florida.

WITNESS the Honorable Chief Judge Timothy D. Osterhaus, Chief Judge, of the District Court of Appeal of Florida, First District, and the seal of said Court at Tallahassee, Florida, on this day.

February 27, 2025

Biao Zhang,

Appellant(s)

v.

Dan Xu,

Appellee(s).

**DCA Case 1D2024-1282**

L.T. No.: 2023-SC-4536

GL

Mandate and opinion to follow to: Alachua Clerk

cc: (without opinion):

Alachua Clerk

Evan Minton Gardiner

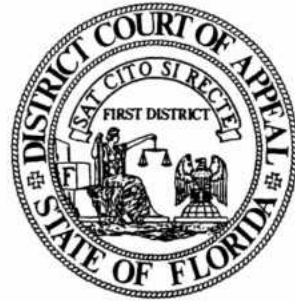
Dan Xu

Biao Zhang

**Case 1D2024-1282**

Page < 2 >

~~1D2024-1282~~ February 27, 2025  
Kristina Samuels, Clerk  
1D2024-1282 February 27, 2025



**IN THE COUNTY COURT  
OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA**

**CASE NUMBER: 01-2023-SC-004536  
County Civil Division V**



**DAN XU,  
Plaintiff,**

**-vs-**

**BIAO ZHANG,  
Defendant.**

---

**ORDER DENYING DEFENDANT'S MOTION FOR REHEARING**

**THIS CAUSE** having come before the Court on Defendant's Motion for Rehearing filed on Tuesday, August 12, 2025, and the Court having reviewed the motion, and being fully advised in the premises, it is

**ORDERED AND ADJUDGED** that Defendant's Motion for Rehearing is hereby **DENIED**.

**DONE AND ORDERED** on Monday, September 22, 2025.

01-2023-SC-004536 09/22/2025 02:03:24 PM

A handwritten signature in black ink that reads "Jonathan Ramsey".

---

Jonathan Ramsey, County Court Judge  
01-2023-SC-004536 09/22/2025 02:03:24 PM

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies have been furnished by U.S. Mail or via filing with the Florida Courts E-Filing Portal on Monday, September 22, 2025 to the following:

JARED D COMSTOCK, ESQ  
jared@hcwlegal.com  
service@hcwlegal.com

EVAN M GARDINER, ESQ  
egardiner@smithandeulo.com  
jmauvais@smithandeulo.com

BIAO ZHANG  
9905 SW 79TH AVE  
GAINESVILLE, FL 32608

Biao SW79 Zhang  
alasou380@yahoo.com  
biaozhang1985@gmail.com  
alasou380@yahoo.com

David E Williamson  
service@hcwlegal.com  
david@hcwlegal.com

BIAO ZHANG  
alasou380@yahoo.com

01-2023-SC-004536 09/22/2025 02:05:49 PM



Delatrone Hunter, Judicial Assistant  
01-2023-SC-004536 09/22/2025 02:05:49 PM



ALACHUA COUNTY SHERIFF'S OFFICE  
 ALACHUA COUNTY, FLORIDA  
**LEVY RETURN OF SERVICE**



Court Name: COUNTY  
 County: ALACHUA  
 Case Number: 2023-SC-4536

Execution Number: ASO25CIV011345EXEC  
 Levy Number: 25-011345-2  
 Agency Number:

Type Of Process: WRIT OF EXECUTION

**Attorney/Agent:**

HAYTER, COMSTOCK & WILLIAMSON P.A.  
 HCW LEGAL

1418 NW 6TH STREET  
 GAINESVILLE, FL 32601

Plaintiff: DAN XU  
 Defendant: BIAO ZHANG  
 Other:

Judgement: \$6,227.42 @ 9.09% and \$1,006.25 @ 8.90% from 08/11/2025

- VEHICLE LEVIED ON 9/30/25 AT 0731  
 - LEVY WAS SATISFIED ON 9/30/25 BY DEBTOR PAYING JUDGMENT AND LEVY FEES TO THE ALACHUA COUNTY SHERIFF'S OFFICE.

CHAD D. SCOTT  
 ALACHUA

By: *Amanda R. Raughton #186*  
 ., 0186 No.

Levy Fee: \$40.00  
 Cost Deposit:  
 Receipt No.

FILED  
 OK 07  
 2025 OCT -2 PM 2:46  
 J.K. JOHNSON, JR. ESQ.  
 CLERK OF COURTS  
 ALACHUA COUNTY, FL

Case: 2023 SC 004536  
  
 00068789969  
 Dkt: SH01-R

IN THE COUNTY COURT, IN THE  
EIGHTH JUDICIAL CIRCUIT, IN AND  
FOR ALACHUA COUNTY, FLORIDA

CASE NO.: 2023-SC-4536  
DIVISION: V

DAN XU,

Plaintiff,

vs.

BIAO ZHANG,

Defendant.

CIVIL BUREAU  
2025 SEP 29 AM 8:16  
ALACHUA COUNTY  
SHERIFF'S OFFICE

EXECUTION

(as to Order Awarding Post Judgment Attorney's Fees and Costs)

THE STATE OF FLORIDA

To Each Sheriff of the State:

YOU ARE COMMANDED to levy on the property subject to execution of Defendant, BIAO ZHANG, in the sum of \$1,006.25 with interest at the legal rate from August 11, 2025, subject to adjustment pursuant to section 55.03, Florida Statutes, until paid and to have this writ before the Court when satisfied.

DATED ON SEPTEMBER 25, 2025.

J.K. "JESS" IRBY, ESQ.  
Clerk of Court  
Alachua County, Florida



By:

*Frauta Thomas*  
As Deputy Clerk

Jared D. Comstock  
FL Bar No.: 95937  
Hayter, Comstock & Williamson, P.A.  
1418 N.W. 6th Street  
Gainesville, FL 32601  
(352) 374-8566  
[Jared@hcwlegal.com](mailto:Jared@hcwlegal.com)  
[service@hcwlegal.com](mailto:service@hcwlegal.com)

IN THE COUNTY COURT, IN THE  
EIGHTH JUDICIAL CIRCUIT, IN AND  
FOR ALACHUA COUNTY, FLORIDA

CASE NO.: 2023-SC-4536

DAN XU,  
Plaintiff

-VS-

BIAO ZHANG,  
Defendant

SATISFACTION OF JUDGMENT

I, Chad D. Scott, Sheriff of Alachua County, Florida, do hereby certify that the Defendant (debtor) in the above-styled cause has satisfied the judgment (As to the Order Awarding Attorney's Fees and Costs) entered by the above-named court in favor of the Plaintiff for \$1006.25, plus interest. Defendant BIAO ZHANG paid \$1,018.76 to satisfy the judgment. Any accrued interest has been remitted to the Plaintiff or other entitled thereto.

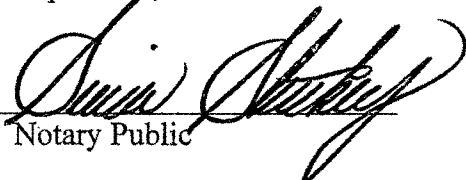
DATED this 30<sup>th</sup> day of September, 2025.

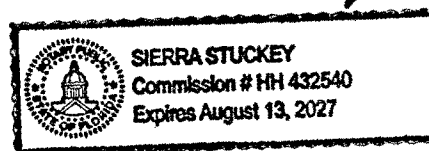
CHAD D. SCOTT, SHERIFF  
OF ALACHUA COUNTY, FLORIDA

By: 

Sgt. Charles Drake

Sworn to and subscribed to before me this 30<sup>th</sup> day of September, 2025.

  
Notary Public





## DIVISION OF REAL ESTATE

### INVESTIGATIVE REPORT

<b>Office:</b> Jacksonville	<b>Date of Complaint:</b> 09/18/2024	<b>Case Number:</b> 2024-054467
<b>SUBJECT: Hongtao Liu</b> 8936 SW 11 <sup>th</sup> Ave Gainesville, FL 32607 Phone – 352-327-8816 <u><a href="mailto:cn789@yahoo.com">cn789@yahoo.com</a></u>		<b>COMPLAINANT: Biao Zhang</b> 9005 SW 79 <sup>th</sup> Ave Gainesville, FL 32608 Phone – 765-430-5307 <u><a href="mailto:alasoou380@yahoo.com">alasoou380@yahoo.com</a></u>
<b>Profession:</b> Real Estate Sales Associate	<b>License #:</b> SL3254779	<b>Board:</b> FREC
<b>Period of Investigation:</b> 09/19/2024– 10/24/2024	<b>Report Date:</b> 10/24/2024	
<b>Type of Report:</b> Final Report		
<b>Alleged Violation(s):</b> Operating for person not employer 475.45(1)b and 61J2-6.006 (1)		
<p><b>Synopsis:</b> This investigation was opened predicated upon receipt of information from Biao Zhang (COMPLAINANT) alleging that the landlord’s agent Hongtao Liu (SUBJECT) is acting as a broker/ for Offshore Owners of Florida properties using documents accessible from his broker but failed to inform the broker of these activities. The SUBJECT is also operating for an entity other than his brokerage and the SUBJECT is operating as a broker (ex. 1)</p> <p><b>Subject Notification:</b> The SUBJECT was notified of the nature of this complaint by letter dated 09/20/2024 and was furnished a copy of the UCF. The COMPLAINANT was also notified of the receipt of this complaint by letter dated 09/20/2024. Per the provision of Chapter 119, Florida Statutes, confidential information, if any, was redacted from the complaint copy provided to the SUBJECT. (ex. 2)</p> <p><b>Licensure Verification:</b> The SUBJECT’S licensure status is identified as current, active sales associate for Thomas Group Realty LLC d/b/a Better Homes and Gardens Real Estate (CQ 1040670) located at 5346 SW 91<sup>st</sup> Terrace, Gainesville, FL 32608. The Qualifying broker for Thomas Group Realty LLC d/b/a Better Homes and Gardens Real Estate is Matthew Thomas (BK3292737). (ex. 3)</p> <p><b>Attorney Information:</b> As of the date of this report, Subject is not known to have counsel.</p>		
Related Case: N/A		
Other Professional Licenses: N/A		
VRL Offered: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, VRL Included Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
NNC Issued: Yes <input type="checkbox"/> N <input checked="" type="checkbox"/>		Citation Issued: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Disputed <input type="checkbox"/>
Investigator/Date: 10/24/2024  <i>Chris Johnson</i>		Approved By/Date: 11/22/2024  <i>Lisa K. Spurlin</i>
Chris Johnson, Investigation Specialist II		Lisa K. Spurlin, Investigator Supervisor
<b>DISTRIBUTION: DRE-File (SAO/LE as applicable)</b>		

**Investigation Disclosed:**

**Note:** This investigator made telephone contact with the broker Matthew Thomas, and he informed this investigator that Thomas Group Realty LLC d/b/a Better Homes and Gardens Real Estate has not ever managed or had a property management agreement for the property located at 3960 SW 20th Ave, apt #1006, Gainesville, FL 32607.

**Note:** Offshore owners of Florida is not registered in the Division of Corporations nor is it a registered business in the DBPR records. Per a conversation with the COMPLAINANT, there is no Offshore owners of Florida as mentioned in the Complaint. The COMPLAINANT states the owners live in another country, but own properties in Florida. (A possible error in translation)

**Note:** The Residential Lease agreement does not mention anything regarding offshore owners.

**Note:** This investigator asked for a copy of the property management agreement, but no agreement was ever made during this transaction per the SUBJECT and broker of Better Homes and Gardens Real Estate.

**Note:** The SUBJECT used the Better Homes and Gardens contract during this transaction.

On or around 06/02/2023, a "Residential Lease for Single Family Home or Duplex" was entered (hereafter "Lease") between Dan Xu the owner and Biao Zhang, the tenant. The tenant is the COMPLAINANT in this transaction. The owner leases to the tenant the land and building located at 3960 SW 20<sup>th</sup> Ave, apt #1006, Gainesville, FL 32607. The term of the agreement is not to exceed 12 months beginning on 08/01/2023 and ending on 01/31/2024. The tenant shall pay \$1,350 on the 1<sup>st</sup> day of each month. All funds are to be made payable to the owner, Dan Xu, the owner via Zelle: susanxm106@163.com. This lease agreement was signed by the tenant, the COMPLAINANT on 06/02/2023 and by the owner, Dan Xu on 05/31/2023. (ex. 1)

**8. Notices:** Hongtao Liu, the SUBJECT is the Landlord's Agent. All notices must be sent to Landlord's Agent 352.327.8816 at 5436 SW 91<sup>st</sup> Terrace, Gainesville, FL 32608 unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery. This lease agreement was signed by the tenant, the COMPLAINANT on 06/02/2023 and by the landlord on 05/31/2023. (ex. 1) **Note:** This contract lease does reflect the name of Better Homes and Gardens Real Estate in the top right corner of the contract nor does it mention anything about Offshore Owners of Florida.

**11. Assignment:** Unless this box  (which it appears not to have been checked) is checked the tenant may not assign the lease or sublease all or any part of the premises without first obtaining the landlord's written approval and consent to the assignment or sublease. This lease agreement was signed by the tenant, the COMPLAINANT on 06/02/2023 and by the landlord on 05/31/2023. (ex. 1) **Note:** This contract does mention subleasing.

This investigator's review of the written Notice of Termination of Lease Agreement reads in part....  
Dear Dan Xu, I am writing this letter to formally notify you of my intention to terminate the lease agreement for the property located at 3960 SW 20th Ave Apt #1006 Gainesville FL, in accordance with the terms and conditions outlined in the lease agreement. This letter serves as the required 30-day notice, as stipulated in our lease agreement, and my last day of occupancy will be 15 Sep. 2023.

**Note:** This letter was written and provided by the COMPLAINANT. This notice was emailed to the

This investigator's review of the Civil case "**Final Judgement**" in the County Court of the Eighth Judicial Circuit in and for Alachua County, Florida for Dan Xu (owner) Plaintiff v. Biao Zhang (COMPLAINANT) Defendant regarding a unilaterally terminated the lease agreement without proper cause, without following the requirements of Florida Statutes Chapter 83, and without paying the early termination fee. Defendant failed to pay rent for the final month in which he occupied the leased residence. Defendant is liable to Plaintiff for the following amounts: \$2,000.00 for payment of the early termination fee, court costs and service and summons fees in the amount of \$350.00, and \$495.00 for a pro rata amount of the unpaid rent for September 2023. The \$495.00 amount is calculated by taking the rent owed (\$1,350.00) and dividing it by 30 (30 days in the month of September), which equals a rental amount owed of \$45 a day. Then taking the \$45 amount and multiplying that by 11 (for the 11 days Defendant occupied the leased residence for the month of September 2023), for the total of \$495.00. Additionally pursuant to the lease agreement, and Section 83.48, Florida Statutes, Plaintiff is entitled to compensation for attorney's fees from Defendant. **It was ordered and adjudged** that Final Judgment is entered against Defendant BIAO ZHANG (COMPLAINANT) and in favor of Plaintiff DAN XU. Plaintiff DAN XU shall recover from Defendant BIAO ZHANG (COMPLAINANT) the sum of \$2,845.00, which shall bear interest at the legal rate of 9.09% from the date of entry of this judgment, for which let execution issue. The Court grants Plaintiff DAN XU entitlement to attorney's fees, but reserves jurisdiction as to a determination of the amount of fees upon Plaintiff's counsel filing supporting affidavits. **DONE AND ORDERED** on 04/22/2024. (ex. 1)

This investigator's review of the County Civil Division V "**Final Judgement**" in the County Court of the Eighth Judicial Circuit in and for Alachua County, Florida for Plaintiff Biao Zhang (COMPLAINANT) v. Defendant Hongtao Liu (SUBJECT) regarding Plaintiff argued he is entitled to \$2,700.00 (two month's rent) as he was misled by Defendant about the condition of the apartment and whether Plaintiff would be able to sublease the apartment at a later date. (ex. 1)

Plaintiff testified he rented an apartment in July 2022, sight unseen. Upon moving in, the apartment was in much worse condition than presented in photographs. Nevertheless, Plaintiff renewed his lease in July of 2023 through January 2024. Early into this lease, Plaintiff purchased or was looking to purchase a home and looked into subleasing the leased apartment. Plaintiff testified it was difficult to find someone to sublease the apartment due to the poor condition of the apartment. Plaintiff testified he repeatedly put in maintenance requests, some of which were fixed, many of which were not fixed. (ex. 1)

Regarding subleasing, the lease states that the "Tenant may not assign the Lease or sublease all or any part of the Premises with first obtaining the Landlord's written approval and consent to the assignment or sublease". Plaintiff stated that he "did not read all the sentences of the lease" and "was not careful" and thus did not know he needed written approval. Plaintiff testified he was verbally told he could sublease the apartment by Defendant. Defendant told Plaintiff on August 23, 2023 via text message by Defendant that according to the lease Plaintiff could not sublease. Plaintiff unilaterally terminated the lease on September 11, 2023. This termination is the basis of a different case: 01-2023-SC-004536. (ex. 1)

Defendant testified that the Landlord approves or rejects maintenance requests. Defendant further testified that the landlord decides the status of the subleasing provision of the lease and that the Landlord made the ultimate decision not to allow subleasing in this case. Upon being told Plaintiff could not sublease; the text messages show that Plaintiff agreed to honor the agreement. No evidence was presented that Plaintiff ever found someone who would sublease. (ex. 1)

Plaintiff has failed to demonstrate how Defendant is responsible for terms of a lease where Defendant is not a signed party. Plaintiff has also failed to prove how he was misled about the condition of the premises that resulted in his inability to sublease the apartment. Plaintiff had lived in the apartment for nearly a full year and voluntarily chose to renew the lease. Additionally, Plaintiff has failed to prove how he was misled about subleasing. The subleasing conditions were laid out in the lease and no evidence was presented showing the landlord agreed in writing to sublease the apartment. Finally, Plaintiff failed to prove damages as he never had someone willing to sublease the apartment. When told he was not allowed to sublease on August 23, 2023, Plaintiff agreed via text message not to try further attempts to sublease before unilaterally terminating the lease less than a month later. **It was ordered and adjudged** that Final Judgment is entered against Defendant Hongtao Liu (SUBJECT) and against Plaintiff Biao Zhang (COMPLAINANT). The Plaintiff Biao Zhang shall recover nothing from the Defendant Hongtao Liu. The court reserves the jurisdiction to enter further orders in this matter as it deems necessary. **DONE AND ORDERED** on 08/13/2024. (ex. 1)

This investigator's review of the complaint alleges that the SUBJECT SL3254779 illegally helped others manage their properties. The complaint alleges the COMPLAINANT went to Better Homes and Gardens Real Estate Thomas Group multiple times to inquire about issues related to his lease with his former landlord. Better Homes and Gardens Real Estate Thomas Group told him that they did not manage this property, but the COMPLAINANT informed them that their company logo, address, and real estate agent were on the contract. However, Better Homes and Gardens Real Estate still refused to take responsibility for this property. The complaint alleges that the COMPLAINANT concluded that the SUBJECT was illegally managing and profiting from other people's properties without the broker's permission. These actions violate relevant regulations. (ex. 1)

The complaint alleges during the lease, the SUBJECT verbally promised the COMPLAINANT that he could sublet the property. The complaint alleges however, when the COMPLAINANT bought a house and wanted to sublet the former property significant issues arose and he requested maintenance on the property. The complaint alleges the SUBJECT directly rejected his maintenance request and refused to honor his promise of subletting. This also violates the regulations governing false promises by real estate agents. The complaint alleges when the COMPLAINANT requested his security deposit, he was informed by the SUBJECT that his deposit was being held by the landlord in China. (ex. 1)

On or around 10/28/2024, this investigator spoke with the COMPLAINANT and during the conversation; the COMPLAINANT reiterated the same information listed in the complaint. In addition, the COMPLAINANT states that around August 2022, he moved from Ohio to Gainesville, and leased the property located at 5436 SW 91st Terrace, Gainesville, FL 32608. The COMPLAINANT states after moving in they raised concerns about the condition of the house multiple times. The COMPLAINANT states they asked the SUBJECT'S landlord could they sublease the property since they had complained about the condition of the property. The COMPLAINANT states in April 2023, they were planning to buy a house and had found a property they liked. The COMPLAINANT states during the home inspection of the property they discovered various issues with the house and didn't proceed with the purchase.

The COMPLAINANT states they had planned not to move but since they had not found a suitable house to purchase, they renewed their lease for another 6 months. The COMPLAINANT states he informed the landlord in July 2023 that they had purchased a house and intended to move out on 9/11/2023. The COMPLAINANT states up until that point he thought subleasing the property was still an option and contacted some prospective tenants from Ohio who were interested in subleasing. The COMPLAINANT states after the prospective tenants inspected the unit, they found the property to be too old and suggested some repairs needed to be done to the unit. The COMPLAINANT states he

had several interested potential tenants that would have subleased the unit, but the SUBJECT and landlord drag their feet on getting the repairs done. The COMPLAINANT states he went to Better Homes and Gardens Real Estate to complain about how the SUBJECT was managing the property and the COMPLAINANT learned that Better Homes and Gardens Real Estate did not manage that property. The COMPLAINANT states no repairs were ever completed and then he found out through the SUBJECT that he would not be able to sublease the property. The COMPLAINANT states he felt that he had been lied to and that the SUBJECT didn't keep his words about subleasing the property or keeping the property in good conditions with the necessary repairs. The COMPLAINANT states when he purchased his property in September 2023, he early terminated his leased and moved out.

On or around 11/05/2024, this investigator spoke with SUBJECT to discuss the complaint filed against him. The SUBJECT provided a written response to the allegation. (ex. 4) The SUBJECT states from the written response and telephone interview that the owner Dan Xu bought 5 properties a few years ago in this community and the SUBJECT was helping her to manage two units, and her other friend was helping her manage another three units. The SUBJECT states since he was her buyer's agent and that she knows the SUBJECT'S family in China he decided to manage her properties for free. The SUBJECT states the COMPLAINANT signed the lease and paid the rent to the owner directly. The SUBJECT states he had no connections with the funds and that he just helped the owner by finding a tenants to occupy their properties. The SUBJECT states he did use Better Homes and Gardens Real Estate name on the contract that the landlord and COMPLAINANT signed, but the SUBJECT states he just prepares the leases for his friend's, and he does this for free.

The SUBJECT states the owner promised the COMPLAINANT that he could sublease the property, but the COMPLAINANT kept requesting the repairs and after the handyman came to the property 3 times to repair the issues, and the COMPLAINANT still asked to replace the carpet and bathroom floor. The SUBJECT states at that time is when the owner decided not to sublease the property. The SUBJECT states he just forwarded this information to the COMPLAINANT and that the decision didn't come from the SUBJECT. The SUBJECT states he was standing between the landlord and the COMPLAINANT, but later the SUBJECT found out that the COMPLAINANT was being unreasonable and making many unreasonable demands in order to avoid paying the termination fee and rent. The SUBJECT states on the evening of the day the COMPLAINANT moved out, he sent me 17 videos via text messages about the house.

The SUBJECT states the landlord originally planned to hire a lawyer to sue the COMPLAINANT. The SUBJECT states after the COMPLAINANT moved out in mid-September and seeing that there was no major damage to the property, the landlord decided not to pursue the rent and termination fee. The SUBJECT states the landlord found out he was being sued by the COMPLAINANT by the Division of Consumer Services, Florida Department of Agriculture and Consumer Services, which said that the landlord had not made timely repairs to the property, and it was no longer suitable to live in. The SUBJECT states the landlord was upset with the COMPLAINANT'S allegations that he decided to find a lawyer to sue the COMPLAINANT.

Lastly, the SUBJECT states he never told the COMPLAINANT that his deposit was in China, but that the money was in landlord's Bank of America account.

On 11/19/2024, this investigator spoke with the COMPLAINANT for a follow-up interview and during the conversation the COMPLAINANT states that Offshore owners of Florida was not a company. The COMPLAINANT states that a lot of the owners that the SUBJECT knows live out of the country and these owners have properties in Florida. The COMPLAINANT states the SUBJECT uses Better Homes contract for the tenants and owners to sign.

The investigator emailed an end of the investigation letter to the COMPLAINANT'S on 11/22/2024.

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DBPR COMPLAINT PROFILE  
WARNING --- CONFIDENTIAL INFORMATION --- WARNING

Complaint Number: 2024054467

Subject Name: Hongtao Liu  
Subject Address: 8936 Sw 11th Ave  
Gainesville, FL 32607

Subject License Rank: Real Estate Broker or Sales  
Subject License Number: SL3254779

Complainant Name: Biao Zhang  
Complainant Address: 9005 Sw 79th Ave  
Gainesville, FL 32608

Date of Complaint: September 18, 2024

Investigative Office Location: Gainesville Regional Office

Allegations:

1. Operating for person not employer 475.42(1)b and 61J2-6.006(1)

## Online Complaint Summary

9/18/24, 2:47 PM

Page 1 of 2

**Board:** Real Estate Commission

**License Type:** Real Estate Broker or Sales

**Complaint Number:** 2024054467

**Incident Date:** 09/11/2023

**Description:** **Hongtao Liu the ID SL3254779. Hongtao Liu illegally helped others manage their properties. I went to Better Homes and Gardens Real Estate Thomas Group multiple times to inquire about issues related to my lease with my former landlord. Better Homes and Gardens Real Estate Thomas Group told me that they did not manage this property, but I told them that their company logo, address, and real estate agent were on the contract. However, Better Homes and Gardens Real Estate Thomas Group still refused to take responsibility for this property. Therefore, I concluded that Hongtao Liu was illegally managing and profiting from other people's properties without the broker's permission. These actions violate relevant regulations.**

**Furthermore, during the lease, Hongtao Liu verbally promised me that I could sublet the property. However, when I bought a house and wanted to sublet the former property, significant issues arose, and I requested maintenance on the property. He directly rejected my maintenance request and refused to honor his promise of subletting. This also violates the regulations governing false promises by real estate agents.**

**When I sent a video to Hongtao Liu to report the condition of the property, Hongtao Liu verbally abused and insulted me.**

**Finally, when I asked him to return my security deposit, he directly told me that the deposit was with the landlord in China. This also violates the relevant regulations regarding security deposits.**

**Therefore, Hongtao Liu has repeatedly violated regulations and caused me significant economic harm. I request an investigation into Hongtao Liu.**

I have reviewed the information above: **Yes**

### Attestation

Electronic Signature: **Yes**

### Complaint Type

Please select the category that best describes your basic complaint: **Property Management**

### Attorney

#### Witness

#### Respondent

License Number: **SL3254779**

First Name: **hongtao**

Last Name: **liu**

Address: **8936 SW 11TH AVE**

**Alachua**

**GAINESVILLE, FL**

**32607**

**US**

Phone Number: **3523278816**

### Complainant

First Name: **Biao**

Last Name: **Zhang**

Address: **9005 SW 79th Ave**

**GAINESVILLE, FL**

**32608**

**US**

Phone Number: **7654305307**

Extension:

E-mail Address: **alasoou380@yahoo.com**

### Attachments

Lease2023to20241.pdf

contents.pdf

page115.pdf

page1640.pdf

4150.pdf

5162.pdf

**Nonlawyer Disclosure**



**Instructions to Licensee:** Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "Name" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

-----

\_\_\_\_\_ told me that he/she is a nonlawyer and may not give legal  
(Name)  
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals.

\_\_\_\_\_ informed me that he/she is not a paralegal as defined by the  
(Name)  
rule and cannot call himself/herself a paralegal.

\_\_\_\_\_ told me that he/she may only type the factual information  
(Name)  
provided by me in writing into the blanks on the form. Except for typing, \_\_\_\_\_  
(Name)  
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, \_\_\_\_\_ may ask me factual questions to fill in  
(Name)  
the blanks on the form and may also tell me how to file the form.

**Landlord or Tenant:**

BZ DV I can read English.

\_\_\_\_\_ I cannot read English but this notice was read to me by \_\_\_\_\_  
(Name)

in \_\_\_\_\_ which I understand.  
(Language)

Dandan  
Landlord or Tenant signature

\_\_\_\_\_  
Licensee signature

Biao Zhang  
Landlord or Tenant signature

**Residential Lease for Single Family Home or Duplex  
 (FOR A TERM NOT TO EXCEED ONE YEAR)**

A BOX (☐) OR A BLANK SPACE (\_\_\_\_) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. **PARTIES.** This is a lease (the "Lease") between Dan Xu  
 (name and address of owner of the property)

\_\_\_\_ ("Landlord") and

Biao Zhang  
 (name(s) of person(s) to whom the property is leased)

\_\_\_\_ ("Tenant").

Landlord's E-mail Address: susanxm106@163.com

Landlord's Telephone Number: 352-327-8816

Tenant's E-mail Address: alasu380@yahoo.com

Tenant's Telephone Number: 765-430-5307

2. **PROPERTY RENTED.** Landlord leases to Tenant the land and buildings located at 3960 SW 20th Ave. apt 1006, Gainesville  
 (street address)  
 \_\_\_\_\_, Florida 32607  
 (zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

Cooktop - Electric, Disposal, Dryer, Oven - Electric, Refrigerator, Washer, dishwasher and microwave.

The Premises shall be occupied only by the Tenant and the following persons: \_\_\_\_\_

3. **TERM.** This is a lease for a term, not to exceed twelve months, beginning on August 1, 2023 and  
 (month, day, year)  
 ending January 31, 2024 (the "Lease Term").  
 (month, day, year)

4. **RENT PAYMENTS, TAXES AND CHARGES.** Tenant shall pay total rent in the amount of \$ 1,350.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

in installments. If in installments, rent shall be payable  
 monthly, on the 1st day of each month (if left blank, on the first day of each month) in the amount of  
 \$ 1,350.00 per installment.

OR

weekly, on the \_\_\_\_\_ day of each week (If left blank, on Monday of each week.) in the amount of \$ \_\_\_\_\_  
 per installment.

in full on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 (date)

Tenant (BZ) (\_\_\_\_) and Landlord (DV) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 1 of 18  
 RLHD-3x Rev. 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules  
 Regulating the Florida Bar.

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ \_\_\_\_\_  with each rent installment  with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

**Payment Summary**

If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 1,350.00.

If rent is paid in full, the total payment including taxes shall be in the amount of \$ \_\_\_\_\_.

All rent payments shall be payable to \_\_\_\_\_ Dan Xu \_\_\_\_\_ at \_\_\_\_\_ (name) \_\_\_\_\_ Zelle:susanxm106@163.com \_\_\_\_\_ (address) (If left blank, to Landlord at Landlord's address.)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from \_\_\_\_\_ 8/6/2022 \_\_\_\_\_ through \_\_\_\_\_ 8/31/2022 \_\_\_\_\_ in the amount of \$ 1,130.00 and shall be due (date) (date)

on \_\_\_\_\_ 8/5/2022 \_\_\_\_\_ (If rent paid monthly, prorate on a 30-day month.) (date)

Tenant shall make rent payments required under the Lease by (choose all applicable)  cash,  personal check,  money order,  cashier's check, or  other \_\_\_\_\_ Zelle to landlord \_\_\_\_\_ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant  to pay all future payments by  money order, cashier's check, or official bank check or  cash or other (specify) \_\_\_\_\_ and  to pay bad check fees in the amount of \$ 40.00 (not to exceed the amount prescribed by Section 68.065, Florida Statutes).

**5. MONEY DUE PRIOR TO OCCUPANCY.** Tenant shall pay the sum of \$ 2,480.00 in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to \_\_\_\_\_ Dan Xu \_\_\_\_\_ (name)

at \_\_\_\_\_ Zelle : susanxm106@163.com \_\_\_\_\_ (address)

First <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due _____
Prorated rent plus applicable taxes	\$ _____	due _____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____	due _____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due _____
Security deposit	\$ <u>1,350.00</u>	due <u>7/23/2022 payed</u>
Additional security deposit	\$ _____	due _____
Security deposit for homeowners' association	\$ _____	due _____
Pet Deposit	\$ _____	due _____
Other _____	\$ _____	due _____
Other _____	\$ _____	due _____

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**6. LATE FEES.** (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 50.00 (If left blank, 4% of the rent payment) for each rent payment made 3 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

**7. PETS AND SMOKING.** Unless this box  is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box  is checked, no smoking is permitted in the Premises.

**8. NOTICES.**

Hongtao Liu is Landlord's Agent. All notices must be sent to

Landlord Dan Xu at \_\_\_\_\_

Landlord's Agent 352-327-8816 at 5436 SW 91st Terrace, Gainesville, FL 32608

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

**9. UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for Internet, that Landlord agrees to provide at Landlord's expense (if blank, then "NONE").

**10. MAINTENANCE.** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord/Tenant	<input checked="" type="checkbox"/>	roofs	Landlord/Tenant	<input checked="" type="checkbox"/>	windows	Landlord/Tenant	<input checked="" type="checkbox"/>	screens	Landlord/Tenant	<input checked="" type="checkbox"/>	steps
	<input type="checkbox"/>	doors		<input type="checkbox"/>	floors		<input type="checkbox"/>	porches		<input type="checkbox"/>	exterior walls
	<input type="checkbox"/>	foundations		<input type="checkbox"/>	plumbing		<input type="checkbox"/>	structural components		<input type="checkbox"/>	
	<input type="checkbox"/>	heating		<input type="checkbox"/>	hot water		<input type="checkbox"/>	running water		<input checked="" type="checkbox"/>	locks and keys
	<input checked="" type="checkbox"/>	electrical system					<input type="checkbox"/>	cooling		<input checked="" type="checkbox"/>	smoke detection devices
	<input type="checkbox"/>	garbage removal/ outside receptacles									
	<input checked="" type="checkbox"/>	extermination of rats, mice, roaches, ants and bedbugs									
	<input type="checkbox"/>	extermination of wood-destroying organisms									
	<input type="checkbox"/>	lawn /shrubby		<input type="checkbox"/>	pool/spa/hot tub						
	<input type="checkbox"/>	water treatment		<input checked="" type="checkbox"/>	filters (specify)						
	<input type="checkbox"/>	ceilings		<input type="checkbox"/>	interior walls						
	<input type="checkbox"/>	Other (specify)									

Tenant shall notify Hongtao Liu at 5436 SW 91st Terrace, Gainesville, FL 32608  
(name) (address)

(if left blank, Landlord at Landlord's address) and 352-327-8816 of maintenance and repair requests.  
(telephone number)

**11. ASSIGNMENT.** Unless this box  is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

**12. KEYS AND LOCKS.** Landlord shall furnish Tenant

2 # of sets of keys to the dwelling  
1 # of mail box keys  
         # of garage door openers

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If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

# of keys to \_\_\_\_\_  
# of remote controls to \_\_\_\_\_  
1 # of electronic cards to \_\_\_\_\_ clubhouse  
other (specify) to \_\_\_\_\_

At end of Lease Term, all items specified in this paragraph shall be returned to Hongtao Liu  
(name)  
at 5436 SW 91st Terrace, Gainesville, FL 32608 (If left blank, Landlord at Landlord's address).  
(address)

**13. LEAD-BASED PAINT.**  Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):  
(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
\_\_\_\_\_ (b) Records and reports available to the Lessor (check (i) or (ii) below):  
(i)  Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.  
\_\_\_\_\_ (d) Lessee has received the pamphlet **Protect Your Family From Lead in Your Home**.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>Dandan</u> Lessor's signature	<u>May 31, 2023</u> Date	_____ Lessor's signature	_____ Date
<u>Bina Zhang</u> Lessee's signature	<u>June 2, 2023</u> Date	_____ Lessee's signature	_____ Date
_____ Agent's signature	_____ Date	_____ Agent's signature	_____ Date

**14. SERVICEMEMBER.** If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

Tenant (BZ) (    ) and Landlord (DV) (    ) acknowledge receipt of a copy of this page which is Page 4 of 18  
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- 15. LANDLORD'S ACCESS TO THE PREMISES.** Landlord's Agent may enter the Premises in the following circumstances:
- A. At any time for the protection or preservation of the Premises.
  - B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
  - C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
    - (1) with Tenant's consent;
    - (2) in case of emergency;
    - (3) when Tenant unreasonably withholds consent; or
    - (4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

**16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY  LANDLORD  TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE.** If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval.  Landlord  Tenant shall pay the security deposit required by the association, if applicable.

**17. USE OF THE PREMISES.** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box  is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

**18. RISK OF LOSS/INSURANCE.**

- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

**19. PROHIBITED ACTS BY LANDLORD.** Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

**20. CASUALTY DAMAGE.** If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

**21. DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

**22. SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

**23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

**24. RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

**25. TENANT'S TELEPHONE NUMBER.** Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

**26. ATTORNEYS' FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

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**27. MISCELLANEOUS.**

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon 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 health department.

**28. BROKERS' COMMISSION.**  Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by  Landlord  Tenant for procuring a tenant for this transaction.

\_\_\_\_\_  
Real Estate Licensee

\_\_\_\_\_  
Real Estate Licensee

\_\_\_\_\_  
Real Estate Brokerage Company

\_\_\_\_\_  
Real Estate Brokerage Company

\_\_\_\_\_  
Commission

\_\_\_\_\_  
Commission

**29. TENANT'S PERSONAL PROPERTY.** TENANT MUST INITIAL IN THIS BOX  FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Dandan  
\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date May 31, 2023

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

Bina Zhang  
\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date June 2, 2023

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

This form was completed with the assistance of:

Name of Individual: \_\_\_\_\_  
 Name of Business: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

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**Early Termination Fee/Liquidated Damages Addendum**

I agree, as provided in the rental agreement, to pay \$ 2,000.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Dandan  
\_\_\_\_\_  
Landlord's Signature

May 31, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

Biao Zhang  
\_\_\_\_\_  
Tenant's Signature

June 2, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

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Florida Residential Landlord and Tenant Act

PART II

RESIDENTIAL TENANCIES

- 83.40 Short title.
- 83.41 Application.
- 83.42 Exclusions from application of part.
- 83.43 Definitions.
- 83.44 Obligation of good faith.
- 83.45 Unconscionable rental agreement or provision.
- 83.46 Rent; duration of tenancies.
- 83.47 Prohibited provisions in rental agreements.
- 83.48 Attorney fees.
- 83.49 Deposit money or advance rent; duty of landlord and tenant.
- 83.50 Disclosure of landlord's address.
- 83.51 Landlord's obligation to maintain premises.
- 83.52 Tenant's obligation to maintain dwelling unit.
- 83.53 Landlord's access to dwelling unit.
- 83.535 Flotation bedding system; restrictions on use.
- 83.54 Enforcement of rights and duties; civil action; criminal offenses.
- 83.55 Right of action for damages.
- 83.56 Termination of rental agreement.
- 83.561 Termination of rental agreement upon foreclosure.
- 83.57 Termination of tenancy without specific term.
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- 83.58 Remedies; tenant holding over.
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- 83.60 Defenses to action for rent or possession; procedure.
- 83.61 Disbursement of funds in registry of court; prompt final hearing.
- 83.62 Restoration of possession to landlord.
- 83.625 Power to award possession and enter money judgment.
- 83.63 Casualty damage.
- 83.64 Retaliatory conduct.
- 83.67 Prohibited practices.
- 83.681 Orders to enjoin violations of this part.
- 83.682 Termination of rental agreement by a servicemember.
- 83.683 Rental application by a servicemember

83.40 Short title.—This part shall be known as the "Florida Residential Landlord and Tenant Act."  
History.—s. 2, ch. 73-330.

83.41 Application.—This part applies to the rental of a dwelling unit.  
History.—s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.—This part does not apply to:  
(1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.  
(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.  
(3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.  
(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.  
(5) Occupancy by an owner of a condominium unit.

History.—s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions.—As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
  - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
  - (b) A mobile home rented by a tenant.
  - (c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- (3) "Landlord" means the owner or lessor of a dwelling unit.
- (4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

Tenant BZ ( ) and Landlord DV ( ) acknowledge receipt of a copy of this page which is Page 8 of 18

- (5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
- (6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
- (7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
- (8) "Good faith" means honesty in fact in the conduct or transaction concerned.
- (9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
- (10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
- (11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
- (12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
- (13) "Legal holiday" means holidays observed by the clerk of the court.
- (14) "Servicemember" shall have the same meaning as provided in s. 250.01.
- (15) "Active duty" shall have the same meaning as provided in s. 250.01.
- (16) "State active duty" shall have the same meaning as provided in s. 250.01.
- (17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
  - (a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
  - (b) Charges for damages to the dwelling unit.
  - (c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.

**History.**—s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

**83.44 Obligation of good faith.**—Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

**History.**—s. 2, ch. 73-330.

**83.45 Unconscionable rental agreement or provision.—**

- (1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.
- (2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

**History.**—s. 2, ch. 73-330.

**83.46 Rent; duration of tenancies.—**

- (1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.
- (2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.
- (3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

**History.**—s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

**83.47 Prohibited provisions in rental agreements.—**

- (1) A provision in a rental agreement is void and unenforceable to the extent that it:
  - (a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
  - (b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
- (2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

**History.**—s. 2, ch. 73-330.

**83.48 Attorney fees.**—In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

**History.**—s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

**83.49 Deposit money or advance rent; duty of landlord and tenant.—**

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(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

- (a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
- (b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
- (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

- (a) Be given in person or by mail to the tenant.
- (b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
- (c) State whether the tenant is entitled to interest on the deposit.
- (d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

- (a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

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If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

**History.**—s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.

**Note.**—Former s. 83.261.

**83.50 Disclosure of landlord's address.**—In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

**History.**—s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

**83.51 Landlord's obligation to maintain premises.—**

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

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1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

**History.**—s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

**83.52 Tenant's obligation to maintain dwelling unit.**—The tenant at all times during the tenancy shall:

(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.

(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.

(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.

(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

**History.**—s. 2, ch. 73-330; s. 445, ch. 95-147.

**83.53 Landlord's access to dwelling unit.**—

(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:

(a) With the consent of the tenant;

(b) In case of emergency;

(c) When the tenant unreasonably withholds consent; or

(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

(3) The landlord shall not abuse the right of access nor use it to harass the tenant.

**History.**—s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

**83.535 Flotation bedding system; restrictions on use.**—No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

**History.**—s. 7, ch. 82-66; s. 5, ch. 93-255.

**83.54 Enforcement of rights and duties; civil action; criminal offenses.**—Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.

**History.**—s. 2, ch. 73-330; s. 7, ch. 2013-136.

**83.55 Right of action for damages.**—If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

**History.**—s. 2, ch. 73-330.

**83.56 Termination of rental agreement.**—

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(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance) .

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance) . Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of \_\_\_\_\_ dollars for the rent and use of the premises (address of leased premises, including county) , Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of , (year) .

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;

2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or

3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

**History.**—s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

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**83.561 Termination of rental agreement upon foreclosure.—**

(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.

(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.

(b) The tenant is entitled to the protections of s. 83.67.

(c) The 30-day notice of termination must be in substantially the following form:

**NOTICE TO TENANT OF TERMINATION**

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date) . If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .

(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).

(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.

(3) This section does not apply if:

(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.

(b) The tenant's rental agreement is not the result of an arm's length transaction.

(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.

(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.

**History.—**s. 1, ch. 2015-96.

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

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

**History.—**s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

**83.575 Termination of tenancy with specific duration.—**

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

**History.—**s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

**83.58 Remedies; tenant holding over.—**If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

**History.—**s. 2, ch. 73-330; s. 10, ch. 2013-136.

**83.59 Right of action for possession.—**

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

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(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

**History.**—s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

**83.595 Choice of remedies upon breach or early termination by tenant.**—If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

I agree, as provided in the rental agreement, to pay \$ \_\_\_\_\_ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.

**History.**—s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

**83.60 Defenses to action for rent or possession; procedure.**—

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.

**History.**—s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

**83.61 Disbursement of funds in registry of court; prompt final hearing.**—When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

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resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

**History.**—s. 2, ch. 73-330; s. 2, ch. 74-146.

**83.62 Restoration of possession to landlord.—**

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

**History.**—s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

**83.625 Power to award possession and enter money judgment.—**In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

**History.**—s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

**83.63 Casualty damage.—**If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

**History.**—s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

**83.64 Retaliatory conduct.—**

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenant organization;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1);

(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;

(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

**History.**—s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

**83.67 Prohibited practices.—**

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

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tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

**History.**—s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

**83.681 Orders to enjoin violations of this part.—**

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

**History.**—s. 8, ch. 93-255; s. 451, ch. 95-147.

**83.682 Termination of rental agreement by a servicemember.—**

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

**History.**—s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

**83.683 Rental application by a servicemember. —**

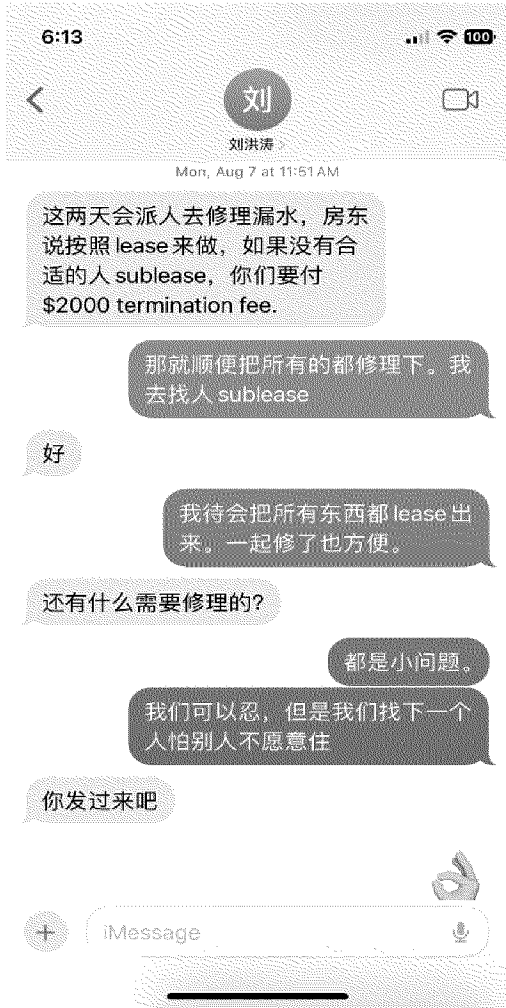
(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

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(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.

(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

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English Translation:  
6:13  
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Liu  
Hongtao Liu  
Mon, Aug 7 at 11:51 AM

I will send someone to repair the leak in the next two days. The landlord said that it will be done according to the lease. If there is no suitable person to sublease, you will have to pay \$2000 termination fee.

Then repair everything by the way. I'm looking for someone to sublease

OK

I'll lease out everything later. It will be more convenient to repair them together.

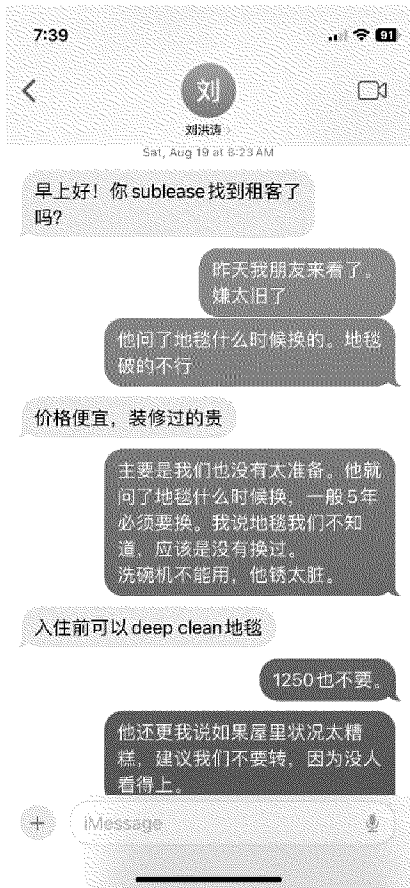
What else needs to be repaired?

There are all minor issues. We can tolerate it, but if we find someone else, we are afraid that the next person will not want to live there.

Just send it over.

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P.IVA 07173521001



English Translation:  
7:39  
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Liu  
Hongtao Liu  
Sat, Aug 19 at 8:23 AM

Good morning! About sublease, have you found a tenant?

My friend came to see it yesterday.  
He said it was too old  
He asked when the carpet had been replaced.  
The carpet was too old

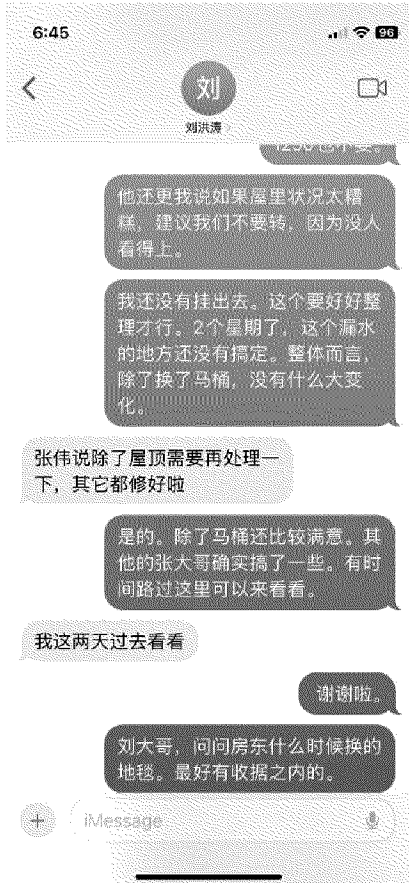
The price is cheap, renovated ones are expensive

Mainly because we were not well prepared. He just asked when the carpet was replaced. It usually needs to be replaced every 5 years. I said we don't know about the carpet. It probably hasn't been replaced.  
The dishwasher cannot be used, it was too rusty and dirty.

The carpet can be deep cleaned before moving in

He would not take it even at a low price of 1250.  
He also told me that if the condition of the house was too bad, he suggested that we do not sublease because no one would take it.

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English Translation:

6:45

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Liu  
Hongtao Liu

He would not take it even at a low price of 1250.

He also told me that if the condition of the house was too bad, he suggested that we do not sublease because no one would take it.

I haven't put up the notice yet. This needs to be sorted out properly. It's been 2 weeks and the leak has not been fixed. Overall, apart from changing the toilet, there was no major changes.

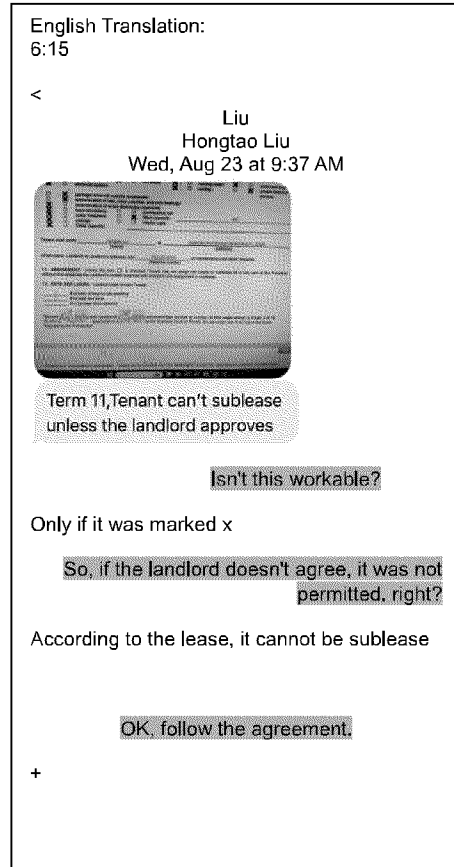
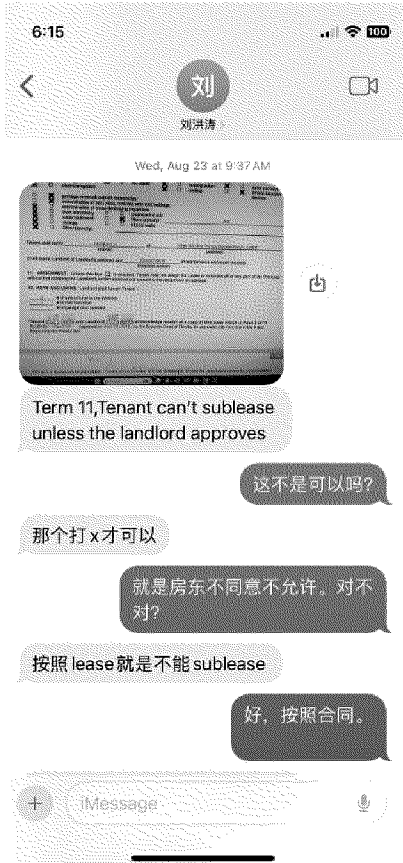
Zhang Wei said that except for the roof, which needs some treatment, everything else has been well repaired.

Yes. Apart from the toilet, which I'm quite satisfied. Brother Zhang did some work. If you have free time, just pass by and take a look.

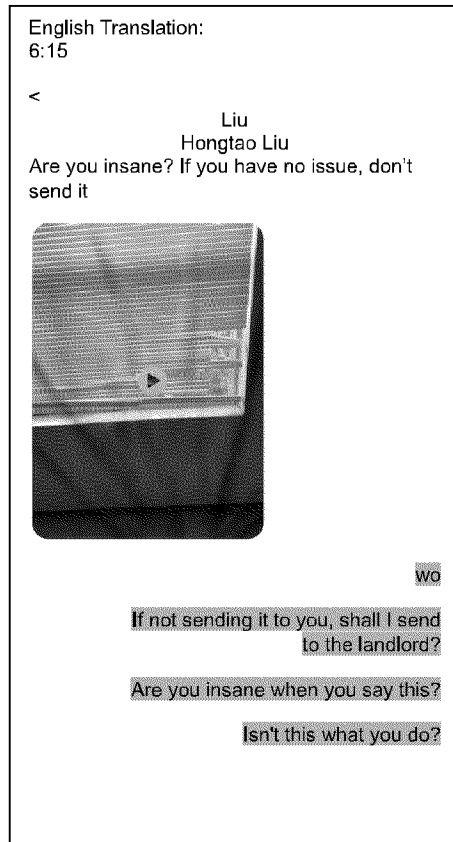
I'll go take a look in the next two days

Thank you.  
Brother Liu, could you ask the landlord when he changed the carpet. It's best to have a receipt to prove it.

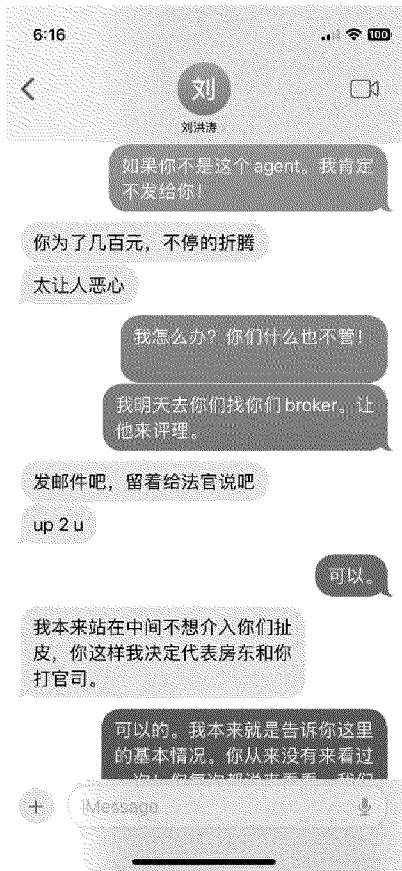
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English Translation:  
6:16

<

Liu  
Hongtao Liu

If you are not the agent, I definitely won't send it to you!

You keep complaining just for a few hundred dollars  
So disgusting

What should I do? You don't care about anything!

I will go to your broker tomorrow. Let him judge this.

Send an email and leave it to the court  
up 2 u

Okay.

I was initially in the middle and didn't want to get involved in your quarrel.  
Since you behave this way, I decided to file a lawsuit with you on behalf of the landlord.

OK, I was just telling you about the basic situation here. You have never come to see it yourself. You always say you will come and have a look.

+

-  
We open up language to everyone



## Certification of Translation Accuracy

**13/02/2024**

Project N°:993383265


Translated document:  
Translation

Language Combination:  
**Chinese Traditional >  
English**

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Co-founder & Chairman

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7654305307

8/21/2023

Dan Xu

Wuhan Hubei China

[Susanxm106@163.com](mailto:Susanxm106@163.com)

Subject: Notice of Termination of Lease Agreement

Dear Dan Xu,

I am writing this letter to formally notify you of my intention to terminate the lease agreement for the property located at 3960 SW 20<sup>th</sup> Ave Apt1006 Gainesville FL, in accordance with the terms and conditions outlined in the lease agreement. This letter serves as the required 30-day notice, as stipulated in our lease agreement, and my last day of occupancy will be 15 Sep. 2023.

Please find the following details related to the lease termination:

- Tenant Name: Biao
- Property Address: 3960 SW 20<sup>th</sup> Ave Apt1006 Gainesville FL
- Lease Start Date: 8/7/2022
- Lease End Date: 1/31/2024
- Last Day of Occupancy: 9/15/2023

I hope this letter finds you well. I am writing to formally notify you of my decision to terminate the lease agreement for the apartment located at 3960 SW 20<sup>th</sup> Ave Apt1006. I

am left with no choice but to take this step due to the consistently deplorable conditions of the apartment that have not been adequately addressed despite my previous attempts to communicate the issues.

When I entered into the lease agreement on 8/7/2022, I had high hopes of maintaining a comfortable and well-maintained living environment. Unfortunately, my experience during my tenure has been far from satisfactory. The condition of the apartment has deteriorated significantly, and my concerns have not been appropriately addressed despite my repeated communications with the maintenance team and property management.

To outline a few of the persistent issues:

- **Mold and Mildew Growth:** There has been a consistent presence of mold and mildew in various areas of the apartment, particularly in the bathroom, the door and kitchen. Despite my efforts to maintain cleanliness, the mold continues to reappear due to underlying issues that have not been resolved.
- **Plumbing Problems:** The plumbing system has been plagued with frequent clogs and leaks. These issues have caused inconvenience and potential damage to my personal belongings. Despite submitting maintenance requests, the problems have only been temporarily fixed, leading to recurring disruptions.
- **Pest Infestations:** The apartment has been infested by pests such as rodents and insects. This not only poses health risks but also greatly hampers my quality of life. Despite multiple complaints, pest control measures have not been effective in eradicating the issue.
- **Safety Concerns:** Several safety concerns have been raised, including about the worn-out floors. As the requirement of FL rental management, all floor carpet should be replaced every 5 years, but the apartment has the original one over 20 years now. These issues are not only violations of the lease agreement but also pose significant risks to my safety.
- I did not get the activity room card yet from last year. All reports of the apartment did not get answer or fixed yet in the past 20 days (about 3 weeks) ago.

I have attached a document listing the dates of my communication regarding these issues and the responses received, which clearly demonstrate the lack of adequate action taken to address these concerns.

Given the severity of these ongoing problems and the failure to rectify them, I have no option but to terminate my lease agreement. According to the lease agreement, I must

provide 30 notices before leaving the premises. My intended move-out date will be 9/11/2023.

I kindly request your cooperation in ensuring a smooth transition during this period. I expect the return of my security deposit in full, as I have taken proper care of the apartment during my tenancy.

Please arrange for a final walkthrough of the apartment to assess its condition and finalize the necessary procedures for the termination of the lease agreement.

I appreciate your attention to this matter and hope for a prompt resolution. I can be reached at [Your Phone Number] or [Your Email Address] for any further communication.

Thank you for your understanding.

Sincerely,

Biao Zhang

notice

---

From: Biao Zhang (alasu380@yahoo.com)

To: susanxm106@163.com; liu@thomasgrouprealty.com

Date: Thursday, August 24, 2023 at 01:22 PM EDT

---

8/24/ 2023

To: Dan Xu

Notice of intention to withhold rent under the Florida Residential Landlord and Tenant Act Chapter 83.56

Dear Dan Xu : This letter is to advise you that you are in material noncompliance with the requirements of the Florida Residential Landlord and Tenant Act and our rental agreement.

The following are defects in the condition of the apartment (house) I rent from you:

1. the bathroom is leaking from 8/2. the floor of the bathroom is soaking and leaking into the first floor, and the ceiling has a long crack still that may fall down. Because of the 20 years old toilet, the whole bathroom is risk for our family, we could not use the bathroom form that day. the whole floor is needed to change.

2. the wore-out floor carpet. the carpet is too old for rental. The rental management of Florida required all carpet should be renew by 5 year if it is wore-out. I told the Liu the floor carpet is old need to change 13 month ago.

3. the bathtub and the clean tub has no fully function. they are need to fix.

4. the door is leaking during rain day. all wood sticks around the entrench are corruption. there is tiny hole at the cornel.

5. all window shutter are too old to use and out of function, they are need to renew.

6. kitchen counter closed to the sink is corruption, that is rick to health.

7.the storage room door is broken.

8. all draws and cases at kitchen with no hander. need install handers.

9. dishwasher is old and rust. need a new one.

10. the frigate could not control the temp accurately.

If every reasonable effort is not made to correct the above deficiencies, I will exercise my legal right to withhold further payment of rent beginning seven (7) days from the date this letter is delivered to you.

Biao Zhang

## Demand Letter

---

From: Biao Zhang (alasu380@yahoo.com)

To: susanxm106@163.com; liu@thomasmgrouprealty.com

Date: Saturday, August 26, 2023 at 04:06 PM EDT

---

In August 2022, when we moved from Ohio to Gainesville, we already felt that the house was too old. However, we couldn't change it for we had no time to change another rental apartment. After moving in, we raised concerns about the condition of the house multiple times. We asked your agent at the time, and your agent told us that the house could be subleased, so I didn't complain much about it. In April 2023, we were planning to buy a house and had found a property we liked. However, during the home inspection, we discovered various issues with the house and didn't proceed with the purchase. Until June 2022, I thought we would not move out as planned, but since we hadn't found a suitable house, we renewed our lease for another 6 months. In July, I informed the landlord that we had bought a house and intended to move out on September 11th. Up until that point, you had told me that subleasing was possible. So, on August 18th, I contacted the first prospective tenant, my friend from Ohio, and informed him that our contract had only 6 months left, and he showed a lot of interest, even visiting the property. However, after inspecting the house, he found it too old and provided several suggestions. Following his suggestions, I communicated maintenance requests to the landlord. Prior to this, both through text messages and calls, the landlord had agreed to sublease.

On August 2nd, the toilet in the upstairs bathroom started leaking (I'm not sure when it began, it might have been ongoing for a while), and water seeped from the bathroom floor, directly through the ceiling of the first floor, onto the carpet. I contacted the landlord's agent that same day, and they inspected it the next day and arranged for maintenance personnel to fix it. Also, I informed the agent that there were some maintenance issues in the rental property and provided pictures. The agent assured me that they would send someone for maintenance. On August 13th, the maintenance personnel came and observed the severely cracked ceiling on the second floor due to the leak and suggested replacing the second-floor flooring, toilet, and the water-damaged ceiling on the first floor. However, the maintenance personnel didn't have the authority to decide on the repairs and needed to discuss with the landlord. On August 14th, the maintenance personnel replaced the leaking toilet and repaired the cracks in the first-floor ceiling. But they didn't address the decayed second-floor flooring. I emphasized multiple times that according to rental requirements, the rotten wooden structure and its flooring should be replaced. On August 18th, the maintenance personnel again came to repair the damaged ceiling, but as the damp ceiling hadn't been replaced before, they repaired the cracks again. On August 25th, the maintenance personnel worked on the ceiling once more. I asked them if the maintenance for the second-floor bathroom and the first-floor ceiling was now complete, and they said they needed another day. The second-floor bathroom has been unusable since August 2nd, and maintenance has been ongoing.

On August 18th, I was ready to sublease the rental property and invited interested friends to inspect it. They pointed out many issues, including the need to replace the

carpet, as Florida's rental requirements that carpets should be replaced every 5-7 years. Considering these concerns, I reiterated that the rental property needed substantial maintenance. On August 20th, another potential subleasing tenant contacted me. I directly informed them that the property wasn't currently suitable for subleasing due to ongoing repairs without any response or assurance from the landlord regarding the maintenance. On August 23rd, as I felt the landlord lacked the intention to maintain the property, I formally submitted an application to terminate the rental contract. I also proposed that if the landlord agreed to replace the carpet and maintain the property, I could sublease it to others according to the contract. The response I received was, "You're only bringing up these maintenance requests because you're leaving." I replied that it's because I need to meet rental requirements to sublease the property. The landlord responded directly on the same day, saying, "You can't sublease!" Does this mean that once the rental property is damaged and doesn't meet the requirements, tenants can't request maintenance? On August 24th, I officially requested a 7-day maintenance deadline from the landlord.

If you think your apartment is inhabitable, could you let Inspector General have check? If the report showed everything is good or the apartment is inhabitable, I could pay 2000.

Biao zhang

8/26/2023



Image\_20230826160235.jpg  
201.3kB



Image\_20230826160235.jpg  
219.8kB

remainder of the 7-days notice

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From: Biao Zhang (alasu380@yahoo.com)

To: liu@thomasgrouprealty.com; susanxm106@163.com

Date: Wednesday, August 30, 2023 at 03:30 PM EDT

---

Dear landlord,

It is the last day to repair all reports I send you and your agent before. And I talked with the maintenance personnel on Monday, he told me he did all his work because the landlord gave him the fix guild.

I do not use leaking and broken bathroom from 8/2/2023 for the rotten floor. and I attached all details at the end.

And there are several problems needed to fix or refix. just check the pictures and videos at the end.

I showed all problems with the maintenance twice before, but he told me I should talked with landlord or landlord agent. Unfortunately, no one come and give me the answer if they would fix or change anything. Since I have been waiting the response for the home repair for a whole month, I just require landlord return the August rental payment.

We have the contract still; I will hold all rental payment until all problems are fixed professionally. If the landlord believes that I am being unreasonable, the landlord can conduct a rental property inspection report. If the report demonstrates that the rental property complies with Florida's rental requirements, I will promptly pay the rent and any fines to the landlord.

the following pictures are those questions.

- 1, Tenants-rights
- 2, the rotten bathroom floor,
- 3, the fixed ceiling,
- 4, the 20-years old carpet and fixed carpet,
- 5, rotten kitchen counter,
- 6, the leaking door
- 7, broken tub
- 8, the broken sink,
- 9, rust dishwasher.
- 10, the noise toilet (after fixed).

Good luck!

Biao



Tenants-Rights.pdf

70.7kB



d4c9f2b02db2940d9ef70927ccaf91be.mp4

2MB



4f79a7a6653940bca41806583f38a482.mp4

1.5MB



the carpet.jpg

110.6kB



kitchen counter.jpg

170.6kB



door.jpg

128.4kB



tub.jpg

109.8kB



handw.jpg

80.9kB



dishw.jpg

184.4kB



toilet.mp4

4.1MB

That is the translation of response of the notice after I receive the overdue rent notice.

**Dear Landlord,**

**Is it reasonable for you to make money this way? Even if you don't agree to sublet, you should still maintain the property, right?** Our contract expires on January 30th. Do you plan to do nothing during this period? Do you think that once you rent the property to tenants, you can just sit back and collect the money?

**I have been contacting you for repairs since August 2nd, but what have you done?**

Water from the second floor is dripping onto the first floor, and you just painted the ceiling and that's it?

The toilet on the first floor is leaking non-stop and flushes every 5 minutes. You don't seem to care either.

The door frame of the main door has a big hole due to long-term water leakage, and you don't care about that either?

The metal fixing at the edge of the carpet is exposed, and you just ignore it. Even when you did the repair, the nails were still exposed. No matter if I send pictures or contact the repairman, you don't take any action.

**It has been 15 days since I sent the maintenance notice, but you have done nothing.**

Have you come to inspect the property?

Even if my contract only has one day left, you should still do the repairs. Have you sent anyone to inspect it?

**Last year, the property was not in a condition to be rented out, but you rented it to me anyway. This year, it is so difficult for me to ask you to do the repairs!**

All you want to do is collect rent, but you don't provide any service!

**15 days have passed since the maintenance notice was sent, and according to Florida law, the contract is automatically terminated. I now give you one week to confirm the inspector and conduct the inspection on Monday of the following week.**

**The security deposit must be returned within 30 days of the termination of the agreement.**

**If you are shameless, I will be even more shameless than you.**

**Zhang Biao**

2309-34029 HONGTAO LIU

---

From: Cauley, Kathy (kathleen.cauley@fdacs.gov)

To: alasou380@yahoo.com

Date: Thursday, September 14, 2023 at 04:24 PM EDT

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Dear Biao Zhang,

The Division of Consumer Services has received your complaint and mailed a copy to the business asking that they review and respond to your concerns. We ask that they respond within 30 days.

Should the business choose to cooperate with our informal mediation efforts we will provide you with a copy of their response. If the business fails to respond we will notify you that they have chosen not to cooperate and your complaint will be closed to reflect that a response was not received.

All complaints are a matter of public record. If you have any additional documentation to support your complaint that you did not include with your initial mailing, please forward that information to my attention as soon as possible. Include the reference number displayed above on future correspondence and address any questions or concerns to my attention. Examples include receipts, estimates (front and back), advertisements, copies of a contracts (front and back), or any correspondence with the business.



***Kathleen Cauley***  
***Senior Consumer Services Analyst***  
*Division of Consumer Services*  
*Florida Department of Agriculture and Consumer Services*  
*Kathleen.Cauley@FDACS.gov*

*(850) 410-3711*  
*(850) 410-3801 Fax*

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*www.FDACS.gov*

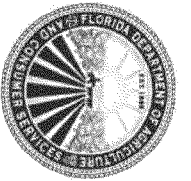
*Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered*

*public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.*



Landlord-Tenant Brochure.pdf  
1.7MB

DIVISION OF CONSUMER SERVICES  
(850) 410-3800



THE RHODUS BUILDING  
2005 APALACHEE PARKWAY  
TALLAHASSEE, FLORIDA 32399-6500

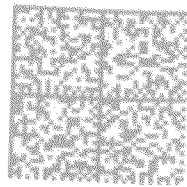
**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER WILTON SIMPSON**

September 14, 2023

Refer To: 2309-34029 / KC

HONGTAO LIU  
5346 SW 91ST TER  
GAINESVILLE, FL 32608-4399

**Commissioner Wilton Simpson**  
Florida Department of Agriculture  
and Consumer Services  
407 South Calhoun Street  
Tallahassee, FL 32399-0800



quadrant  
FIRST-CLASS MAIL  
\$000.87<sup>9</sup>  
09/15/23 ZIP 32399  
049M92210935

US POSTAGE

D

MIKIE 922 DE 1 9999/23 212303  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
BC: 32399080099 40438-02650-15-03  
09/23/23 11:55 AM  
23 SEP 25 AM 10:03

Re: 2309-34029 Hongtao Liu Complaint

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From: Biao Zhang (alasu380@yahoo.com)

To: kathleen.cauley@fdacs.gov

Date: Tuesday, October 10, 2023 at 09:12 PM EDT

---

Hi Dear Kathleen Cauley,

I do not know the copy of the business. Could you send me again or could you tell me where I can check the copy?

The landlord did not fix anything at the 7-day's Notice. Because I know they would not fix anything, so I have to send all by email. I keep all videos and pictures about those problems. That is the timeline:

On August 24, I sent a Notice of Maintenance to the landlord and agent via email.

On August 26, I sent a Demand Letter.

On August 28, maintenance personnel came to paint the ceiling, but they stated that they could not do other repairs because they had not been informed.

On August 30, I sent a Reminder of the 7-days Notice.

About the invoice, it was on August 16, the landlord just fixed the leaking toilet and painted the big, long crack at the ceiling. Just like a severe car crash, the landlord just paints the bumper cover. About the other 10 problem, the maintenance person told me the landlord did not let him fix. That is why I had to send the Notice of Maintenance to landlord.

The landlord or agent did not visit the apartment during this period.

The agent is misrepresenting the situation. I have repeatedly emphasized at all emails that the landlord should bring the property up to rental and hygiene standards. If the landlord maintains the property to these standards, I am willing to keep the contract. And I am willing to pay more.

According to the Tenants-Right, if the landlord did not fix in 15 days, the tenant could hold the lease fee end the contract.

That is the reason I ask for mediation.

Thanks so much.

Biao

On Monday, October 9, 2023 at 12:42:15 PM EDT, Cauley, Kathy <kathleen.cauley@fdacs.gov> wrote:

Dear Biao Zhang,

The Department of Agriculture and Consumer Services has received a response to your referenced complaint and has completed its informal mediation effort. Enclosed is a copy of the business' reply for your records and consideration. At this time, your complaint is now closed.

Should you wish to submit a response to the business' correspondence, please do so in writing within 30 days of the receipt of this letter. If you are satisfied with the business response, no further action is required on your part. As you may know from previous correspondence with the Division, all complaints are a matter of public record and will be provided to consumers, news agencies, other state agencies, or any other interested parties upon request.

Although the division has the authority to attempt mediation of a mutually acceptable settlement we do not have authority to order refunds, reimbursements for damages, or settlements.

Thank you for the opportunity to assist you.

Enclosure



***Kathleen Cauley***  
***Senior Consumer Services Analyst***  
*Division of Consumer Services*  
*Florida Department of Agriculture and Consumer Services*  
[\*Kathleen.Cauley@FDACS.gov\*](mailto:Kathleen.Cauley@FDACS.gov)

*(850) 410-3711*  
*(850) 410-3801 Fax*

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[www.FDACS.gov](http://www.FDACS.gov)

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**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Kathleen,

I am a realtor and help my friend Dan Xu manage her property which address is 3960 SW 20th Ave.1006,Gainesville,FL 32607

The tenant Biao Zhang moved in this unit on Aug.2022,then renewed the lease this June and the current lease expires Jan.31,2024.

During the past year ,Mr Zhang only asked to do a pest contract and no other requested repairs .  
When he renewed the lease in June ,he didn't have any issues for the property either.

Mr Zhang signed a contract this July to buy a house which closed on Sept 11th,2023.

From this August,he keeps requesting repairs and replacements.

We sent the handyman to repair the issues three times in Aug. and installed the new toilet but he kept asking to replace the carpet and other items.

He sent a few emails telling us that he didn't pay the rent and requested a refund of the deposit.

He moved out on Sept 12,2023 ,he didn't pay the rent of Sept and termination fee of \$2000.

The landlord Dan Xu has hired an attorney to help to collect the rent and termination fee.

Attached please find the leases and repair invoice.

If you have any questions,please let me know.

Thanks

Hongtao

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Hongtao Liu - Realtor MBA

Better Homes and Gardens Real Estate Thomas Group

5346 SW 91st Terrace

Gainesville | FL 32608

c: 352.327.8816

o: 352.226.8228

f: 352.872.5897

[liu@thomasgrouprealty.com](mailto:liu@thomasgrouprealty.com)

<https://hongtaoliu.thomasgrouprealty.com/>



Biao 's timeline.pdf

424.5kB



remainder of the 7 -days notice.pdf

90.6kB



Tenants-Rights (1).pdf

70.7kB

Re: 2309-34029 HONGTAO LIU

From: Biao Zhang (alasu380@yahoo.com)

To: kathleen.cauley@fdacs.gov

Date: Monday, November 13, 2023 at 03:54 PM EST

Dear Kathy Cauley,

Thanks for your time and support on this issue.

The landlord did not respond, so there is no any way I can do?

May I ask the result of my complaint? Or I only can sue the landlord to get my rent and deposit back?

Thanks again.

Biao

Sent from Yahoo Mail for iPhone

On Monday, November 13, 2023, 8:53 AM, Cauley, Kathy <Kathleen.Cauley@fdacs.gov> wrote:

Dear Biao Zhang,

The Department of Agriculture and Consumer Services contacted the above referenced business and provided them with the additional information we received from you. The business has chosen not to respond. At this time your complaint is now closed. The closing of this complaint does not prohibit the department from seeking enforcement action regarding any statutory violations that may have occurred.

Although the division has the authority to attempt mediation of a mutually acceptable settlement we do not have authority to order refunds, reimbursements for damages, or settlements.

As you may know from previous correspondence with the division all complaints are a matter of public record and will be provided to consumers, news agencies, other state agencies, or any other interested parties upon request.

Thank you for the opportunity to assist you.



***Kathleen Cauley***

**Senior Consumer Services Analyst**

*Division of Consumer Services*

*Florida Department of Agriculture and Consumer Services*

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### Recipient's Details

Name Dan Xu

Email 1 susanxm106@163.com ✓

Primary pay-from account TOTAL CHECKING (...)

Date sent	Status	Pay from	Type	Amount
Aug 2, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Jul 3, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Jun 2, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
May 4, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Apr 1, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Mar 1, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Feb 2, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Jan 3, 2023	Completed 1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Dec 1, 2022	Completed	TOTAL CHECKING (...)	In moments	\$1,350.00
Oct 31, 2022	Completed	TOTAL CHECKING (..)	In moments	\$1,350.00
Oct 1, 2022	Completed oct	TOTAL CHECKING (...)	In moments	\$1,350.00
Aug 31, 2022	Completed 3960 apt1006	TOTAL CHECKING (..)	In moments	\$1,350.00
Aug 8, 2022	Completed rental fee	TOTAL CHECKING (..)	In moments	\$1,130.00
Jul 25, 2022	Completed the deposit (1350)	TOTAL CHECKING (..)	In moments	\$50.00
Jul 23, 2022	Completed	TOTAL CHECKING (..)	In moments	\$1,300.00

## Timeline and Record of the Issues

On **July 23, 2022**, I signed a lease agreement for a rental property in the Kensington North condo complex sight unseen. Despite my concerns, I proceeded due to the urgency of finding a place for my family with two young children moving from Ohio. The property wasn't in the condition advertised on Zillow. Particularly, it lacked a back door, which was shown on Zillow. I inquired about switching units, but the agent insisted no alternatives were available within Kensington North. With limited options and the urgent need for my family to house, I reluctantly signed the lease, under the agent's assurance of future subleasing if I bought a home.

Upon moving in, I was horrified to discover a significant cockroach infestation. The next day, the agent told me to contact the property management for pest control. From that point on, I was forced to coexist with the roaches for a year.



**Picture 1. Severe cockroach infestation all over the place in the apartment.** The little black in those pads are cockroaches.

On **May 30, 2023**, due to unable to find a new home to purchase, I contacted my landlord to extend my lease. After successful negotiations and signing a new contract, I began preparing to continue living in my current apartment.

On **July 10, 2023**, I found a house to buy and planned to sign the purchase contract. Next, I began preparations to sublease my current apartment.

On **August 2, 2023**, I discovered a significant leak from the second-floor toilet tank. The leak caused extensive damage to the ceiling below and the bathroom floor above. The leak was dangerous. There was a copious amount of water pulling down to the eating table on the first floor, and my whole family, including my two young children, were seated at the dining table directly beneath the compromised ceiling. We had to use a 10 Gallon trash container to collect the steadily flowing water. I immediately contacted the agent.

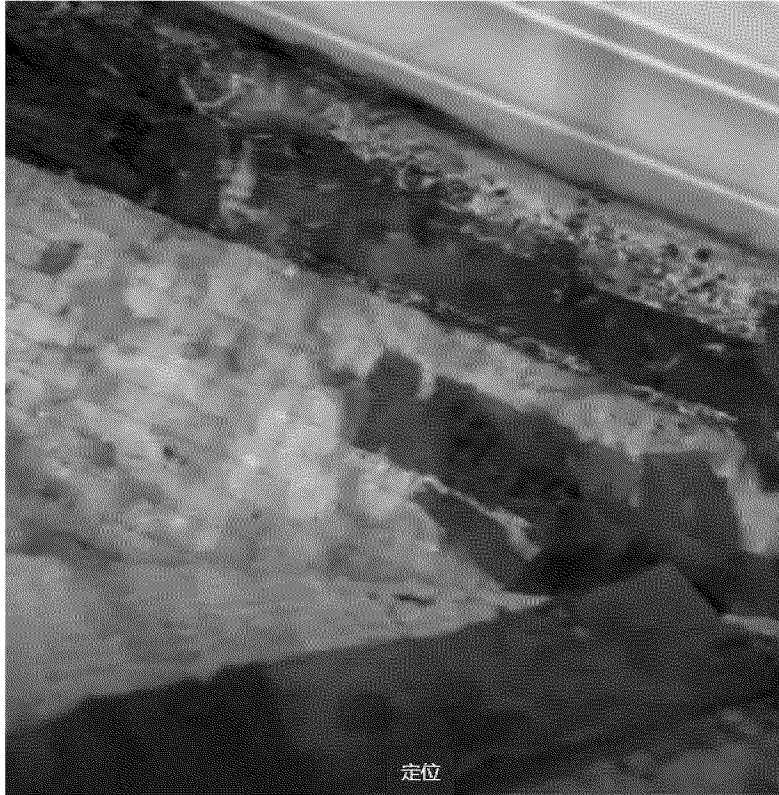


**Picture 2. A lengthy crack is leaking into the ceiling.** The crack is 4 feet long and 0.3-inch width (left picture); The deteriorated floor easily sinks when pressed with a gentle touch (right picture)

On **August 3, 2023**, the agent came and shut off the toilet's water supply. In the meantime, I had already arranged for potential sublease tenants to view the property. I also took the opportunity to inform the agent about all the repairs needed in the house.

On **August 14, 2023**, the maintenance worker fixed the old toilet, but left the bathroom floor unrepaired. He advised that both the floor and the ceiling drywall needed replacement, but the landlord did not authorize the repairs.

On August 18, 2023, a prospective sublease tenant toured the property and discovered ten concerning maintenance issues, including outdated carpeting, water damage at the entryway, a non-functional second-floor bathroom, and a leaky ceiling.



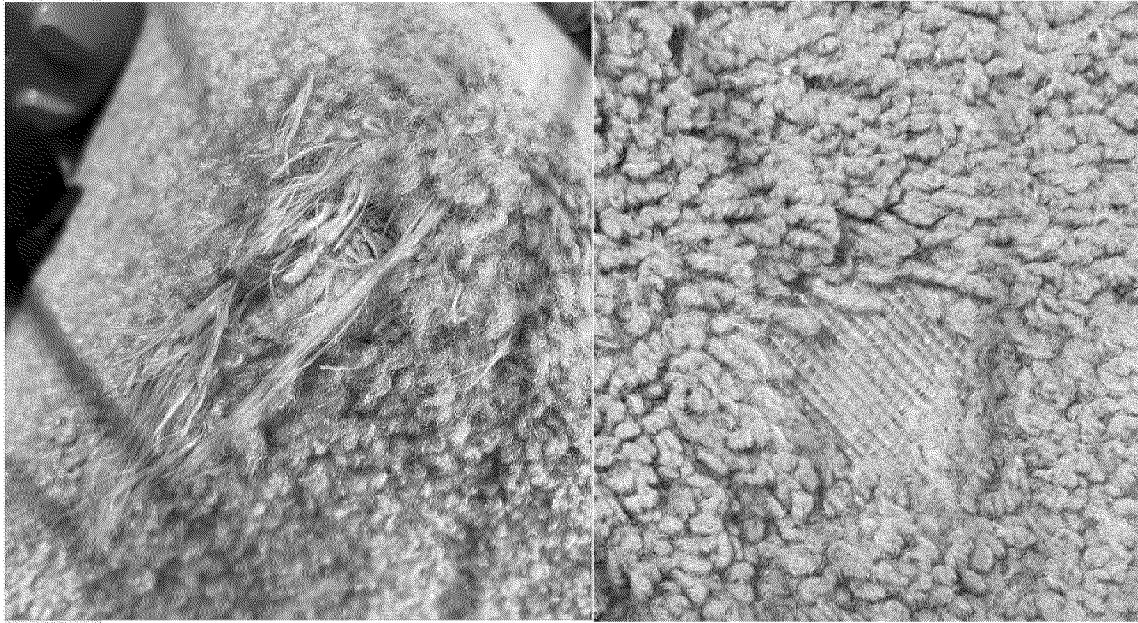
Picture 3. The decayed, blackened and crumble carpet tack strip.



**Picture 4. The decayed and blackened carpet tack strip and baseboard.**



**Picture 5. The M-D carpet gripper loose after fixed.**



**Picture 6. The worn holes at the 23 years old carpet**



**Picture 7. The broken sink and tub in the second-floor east bathroom.**



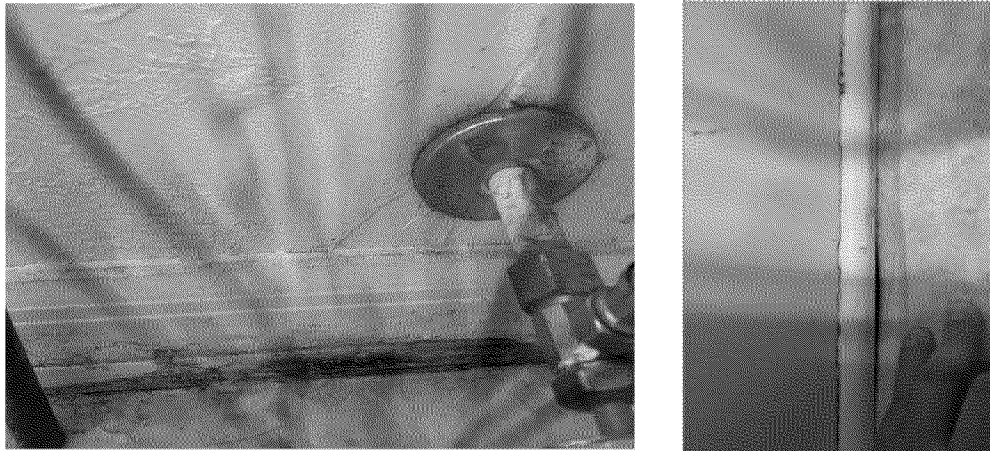
**Picture 8. The rusty and moldy dishwasher.**



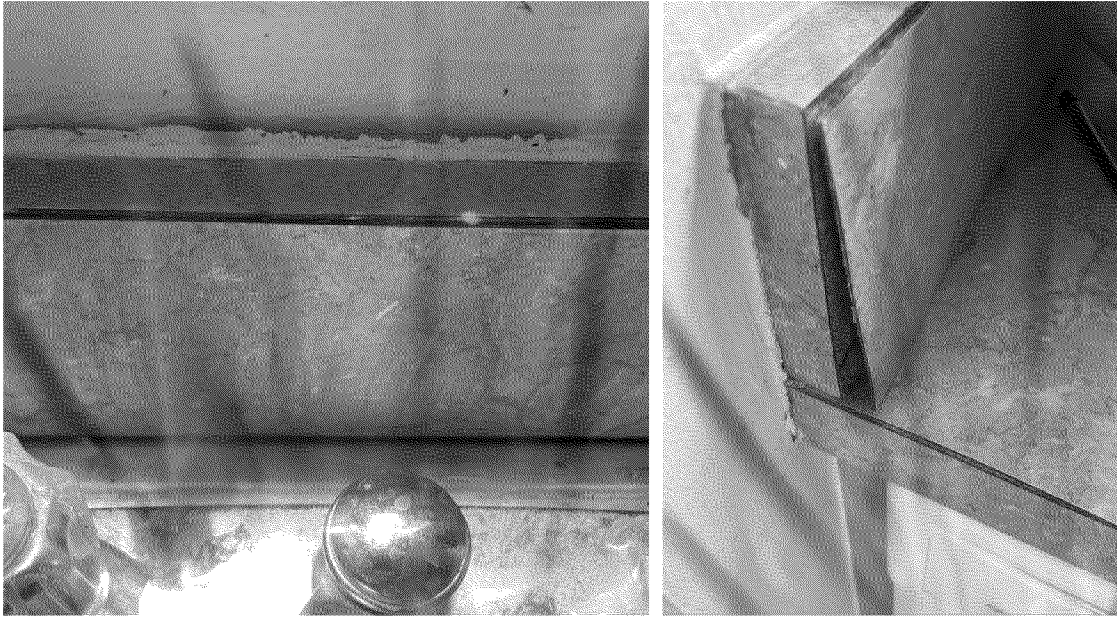
**Picture 9. The rotten door frame with a hole.**



**Picture 10. The original picture of the crack on the ceiling (left picture) and the fixed ceiling on August 24 (right picture).** The replacement worker opted to address the issue by simply gluing the crack, a decision that was made with the landlord's approval. Unfortunately, this attempted fix proved ineffective, as the leak persisted.



**Picture 11. The rotten and moldy wood baseboard (left picture) and the decayed floor (right picture).**



**Picture 12. The kitchen top was swollen and damaged due to water absorption.**



**Picture 13. The leaking kitchen sinks.**

On August 19, 2023, I informed the agent about the sublease tenant's concerns. However, the agent insisted that maintenance had already addressed them. To my surprise, the maintenance worker revealed that he was only instructed to fix the leaking toilet and the floorboards under the carpet. Disappointingly, the landlord refused to address the remaining ten issues I listed on August 18, 2023.

# INVOICE

JD GROUP  
United States

BILL TO  
Hongtao Liu  
Hongtao Liu  
  
352-327-8816  
cn788@yashoo.com

Invoice Number: 27  
Invoice Date: August 16, 2023  
Payment Due: August 16, 2023  
Amount Due (USD): \$479.00

Items	Quantity	Price	Amount
new toilet	1	\$149.00	\$149.00
toilet installation	1	\$90.00	\$90.00
ceiling crack fix and paint	1	\$120.00	\$120.00
livingroom bath faucet stopper replacement	1	\$30.00	\$30.00
livingroom T-molding installation	1	\$90.00	\$90.00
Subtotal:			\$479.00
Total:			\$479.00
Amount Due (USD):			\$479.00

Notes / Terms  
for Kensington North#1006

**Picture 14. The invoice of maintenance.**

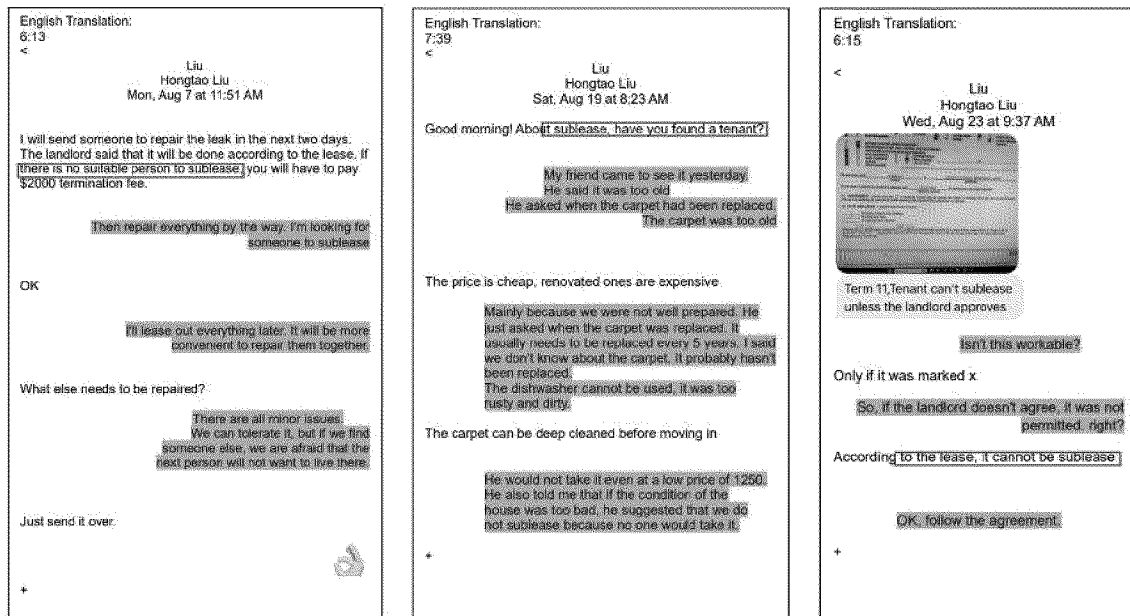
According to the invoice, the handyman replaced the old, leaking toilet in the second-west bathroom. However, the rotten floor beneath the toilet was not addressed (**picture 11**). Additionally, while the invoice lists "ceiling crack fix and paint", it's important to note that simply covering up water damage did not solve the underlying issue (**picture 10**). The replacement worker opted to address the issue by simply gluing the crack, a decision that was made with the landlord's approval. Unfortunately, this attempted fix proved ineffective, as the leak persisted. Furthermore, regarding "living room faucet stopper replacement," the handyman only replaced one stopper, despite three being faulty. I had previously noted this in

the Notice of Maintenance (**picture 7**). Finally, the invoice mentions "living room T molding installation". However, the handyman installed loose aluminum trim instead of carpet gripper, and the nails weren't secure (**picture 5**).

On **August 20, 2023**, a second prospective sublease tenant sent messages to me to view the property, but the condition of the apartment had not been improved. I decided not to show the property to them.

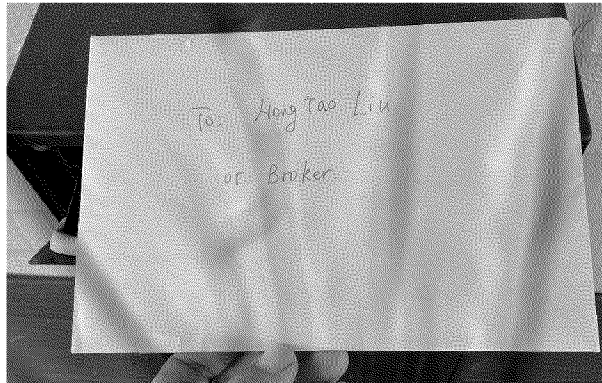
On **August 21, 2023**, after three weeks without proper maintenance, I contacted the landlord and agent to discuss terminating the lease. At the meantime, I sent the landlord and agent **Notice of Termination of Lease Agreement**. The landlord insisted that repairs had been made and requested me to pay a \$2000 penalty if I wanted to break the lease. I agreed to keep the lease if the property was brought up to rental standards.

On **August 23, 2023**, after requesting repairs to bring the apartment up to the rental standards outlined in the lease, the landlord denied my request to sublease the unit. This contradicts what the leasing agent initially told me on July 23, 2022. The agent assured me via text message on both August 7 and 19 that subleasing would be possible after purchasing the home. However, these same messages now reveal the agent also denied my maintenance requests.



**Picture 15. The agent changed attitude and went back on one's word.**

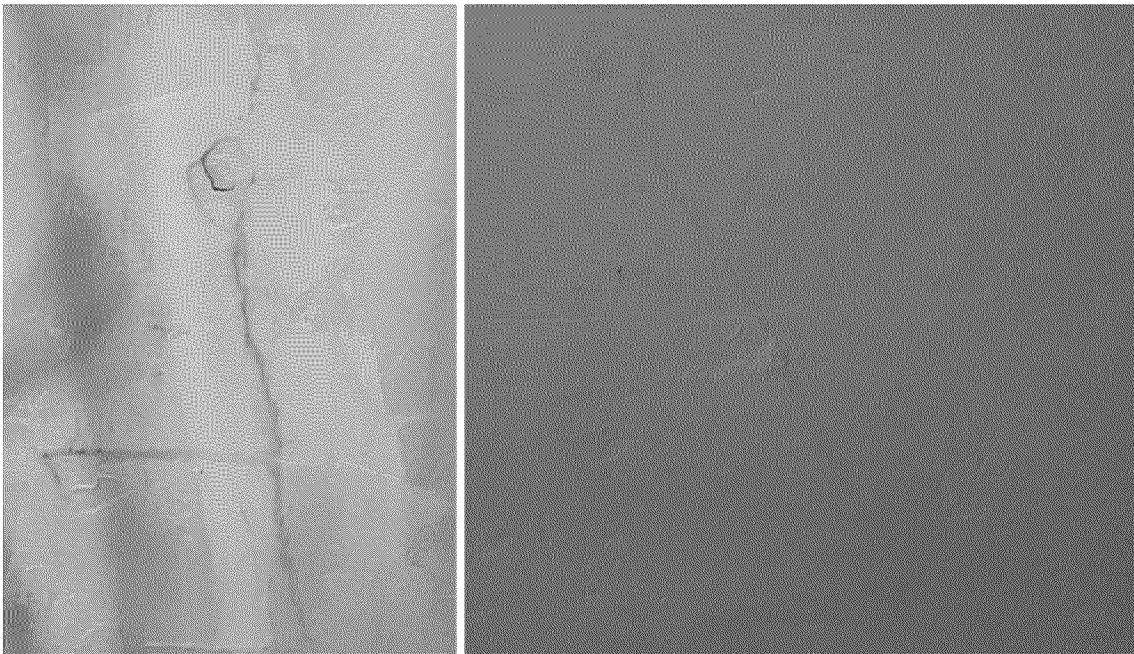
On **August 24, 2023**, I sent a Notice of Maintenance to the agent via email and mail. However, the address of the agent's office listed on the contract was not correct. I had time to deliver the mail to the agent and broker of the agent.



Picture 16. The mailbox in front of the broker's office

On **August 26, 2023**, I sent a Demand Letter. I emphasized that "If you think your apartment is inhabitable, could you let Inspector General have check? If the report showed everything is good or the apartment is inhabitable, I could pay 2000."

On **August 28, 2023**, the maintenance worker came to paint the ceiling, but they stated that they could not do other repairs because they had not been informed.



Picture 17. The fixed ceiling on August 24 (left picture), The ceiling painted on August 28 (right picture).

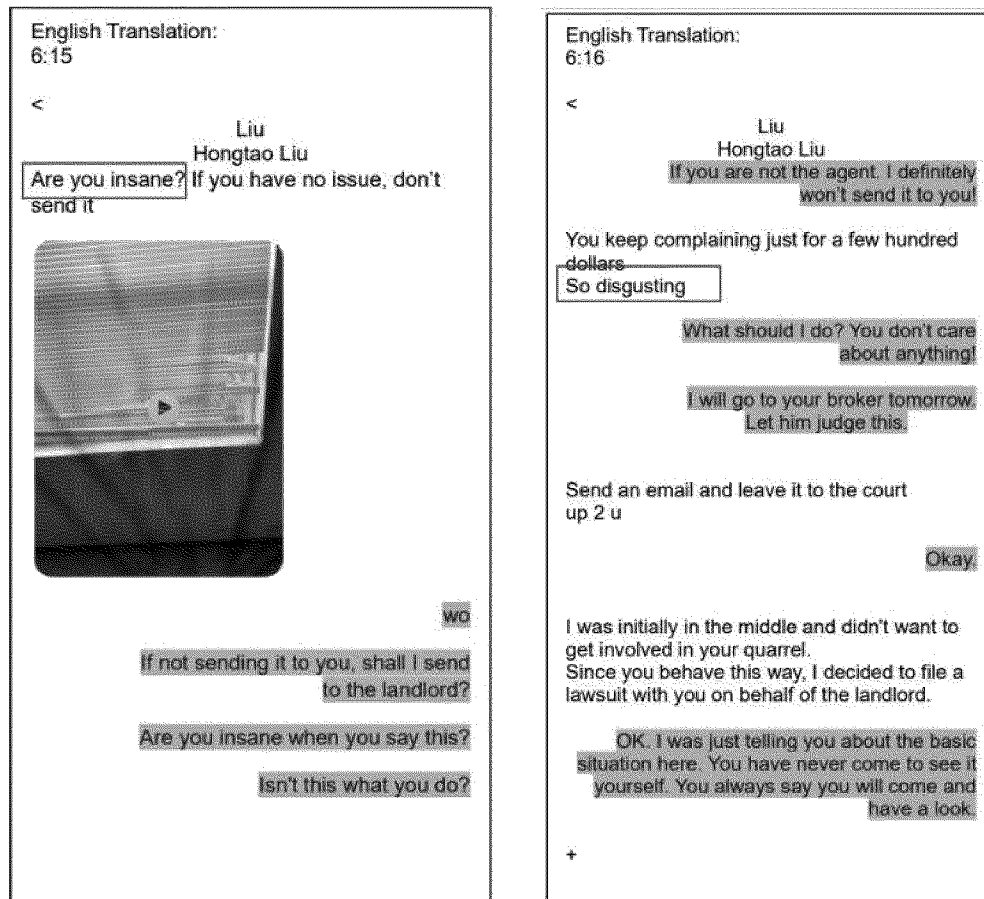
On **August 30, 2023**, I sent a **Reminder of the 7-days' Notice**.

On **September 5, 2023**, I received a rent payment reminder and fine notice.

On **September 6, 2023**, I replied to the landlord's reminder in Chinese.

On **September 9, 2023**, I sent a letter explaining why I stopped paying rent and terminated the lease, notifying them of my move-out on September 11, with plans for a property inspection.

On **September 11, 2023**, when I moved out, I provided videos to the landlord as evidence of the apartment's condition. However, despite requesting an inspection a month ago, neither the agent nor the landlord has bothered to schedule one. The agent even resorted to insults, calling me "insane" and "disgusted", and suggested I take the matter directly to court.



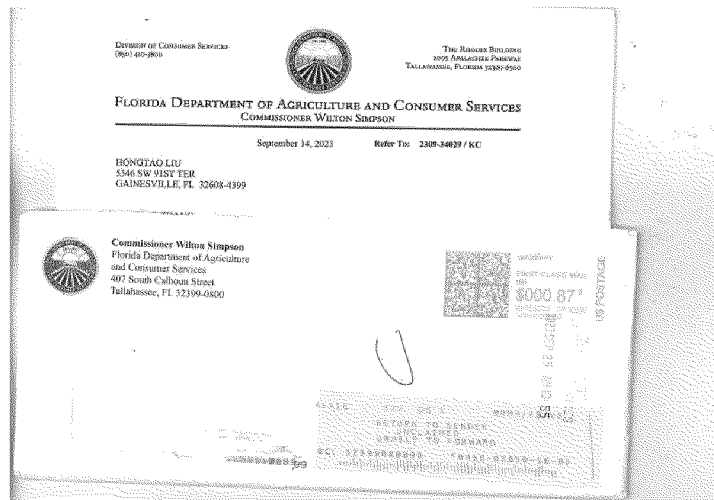
**Picture 18. The messages clearly show the agent's disrespectful tone and insults directed towards me without any regular communication.**

On **September 13, 2023**, the property inspector and I went for an inspection, but upon arrival, we found the property had been forcibly locked. I left the keys with the agent's broker and reported the situation to the Florida Department of Agriculture and Customer Service.



**Picture 19. The door was locked by the agent.**

On **September 14, 2023**, because the agent provided the wrong address on the lease agreement, it prevented the senior consumer services analyst from sending mail. I corrected the address and resubmitted the application.



**Picture 20. The mail was returned due to the wrong address on the lease.**

On **October 9, 2023**, the agent responded to my case using the receipt on August 16. I disagreed with the maintenance, and pointed out that I sent all notices after they were maintained.

On **October 25, 2023**, I received the notice from the Division of the eighth judicial circuit in and for Alachua County.

On **November 13, 2023**, because of no response from the agent, Florida Department of Agriculture and consumer services closed my complaint.

In summary, I faced numerous challenges, including misrepresentation of the property, lack of assistance with amenities, a persistent cockroach infestation, and unaddressed maintenance issues. Despite my attempts to sublease and my willingness to cover associated costs, the landlord and agent changed their stance, insulted me, and ignored my repair requests. Exhausting all communication channels, I found it necessary to seek legal and government assistance. It's crucial to note my nearly 13-year history in the US without any delayed or unpaid bills, maintaining excellent credit. The frustration and disappointment from this issue have significantly impacted my family's life, and I earnestly hope for a fair judgment that supports consumers in similar situations.

Filing # 196800319 E-Filed 04/23/2024 01:48:34 PM

IN THE COUNTY COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

DAN XU,  
PLAINTIFF,

CASE NO.: 2023-SC-4536

V.

BIAO ZHANG,  
DEFENDANT.

**FINAL JUDGMENT**

THIS ACTION came before the Court upon Plaintiff's Statement of Claim. The parties were present for final hearing on March 26, 2024 at 10:00 am via Zoom. On the evidence presented at final hearing it is determined that:

Defendant was Plaintiff's tenant pursuant to a valid lease agreement that extended from July 2023 through January 2024. Defendant was obligated to pay \$1,350.00 a month under the lease agreement. Additionally, if Defendant wished to terminate the lease agreement, he was obligated to pay a \$2,000.00 early termination fee to Plaintiff pursuant to a valid early termination/liquidated damages addendum to the lease agreement.

On September 11, 2023, Defendant unilaterally terminated the lease agreement without proper cause, without following the requirements of Florida Statutes Chapter 83, and without paying the early termination fee. Defendant failed to pay rent for the final month in which he occupied the leased residence. Defendant is liable to Plaintiff for the following amounts: \$2,000.00 for payment of the early termination fee, court costs and service and summons fees in the amount of \$350.00, and \$495.00 for a pro rata amount of the unpaid rent for September 2023. The \$495.00 amount is calculated by taking the rent owed (\$1,350.00) and dividing it by 30 (30 days in the month of September), which equals a rental amount owed of \$45 a day. Then taking the \$45 amount and multiplying that by 11 (for the 11 days Defendant occupied the leased residence for the month of September 2023), for the total of \$495.00. Additionally pursuant to the lease agreement, and Section 83.48, Florida Statutes, Plaintiff is entitled to compensation for attorney's fees from Defendant.

**IT IS THEREFORE ORDERED AND ADJUDGED THAT:**

- A. Final Judgment is entered against Defendant BIAO ZHANG and in favor of Plaintiff DAN XU.
- B. Plaintiff DAN XU shall recover from Defendant BIAO ZHANG the sum of \$2,845.00, which shall bear interest at the legal rate of 9.09% from the date of entry of this judgment, for which let execution issue.
- C. The Court grants Plaintiff DAN XU entitlement to attorney's fees, but reserves jurisdiction as to a determination of the amount of fees upon Plaintiff's counsel filing supporting affidavits.
- D. Defendant shall have Forty-Five (45) days from the date of this Judgment in which to fully comply under oath, sign, and return the Fact Information Sheet, Fla. R. Civ. P. Form

1.977(a), as well as all required attachments, to Plaintiff, unless the Judgment is satisfied or post-judgment discovery is stayed.

E. The Court reserves jurisdiction to enter further orders in this matter as it deems necessary.

**DONE AND ORDERED** in Chambers at Gainesville, Alachua County, Florida on Monday, April 22, 2024.

01-2023-SC-004536 04/22/2024 02:25:31 PM



Kristine Van Vorst, County Court Judge  
01-2023-SC-004536 04/22/2024 02:25:31 PM

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that copies have been furnished by U.S. Mail or via filing with the Florida Courts E-Filing Portal on Tuesday, April 23, 2024.

EVAN M GARDINER, ESQ  
egardiner@smithandeulo.com  
tampaparalegal@outlook.com  
sroofe@smithandeulo.com

BIAO ZHANG  
9905 SW 79TH AVE  
GAINESVILLE, FL 32608

BIAO ZHANG  
alasou380@yahoo.com

BIAO ZHANG  
9005 SW 79th Ave  
Gainesville, FL 32608

01-2023-SC-004536 04/23/2024 01:45:49 PM

*Amber Allen*

Amber Allen, Judicial Assistant  
01-2023-SC-004536 04/23/2024 01:45:49 PM

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 3575182 3 PG(S)  
8/14/2024 4:20 PM  
BOOK 5174 PAGE 922  
J.K. JESS IRBY, ESQ.--Clerk  
Clerk of the Court, Alachua County, Florida  
ERECORDED Receipt # 1221131  
Doc Stamp-Mort: \$0.00  
Doc Stamp-Deed: \$0.00  
Intang. Tax: \$0.00

**IN THE COUNTY COURT  
OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA**

**CASE NUMBER: 01-2024-SC-001630  
County Civil Division V**

**BIAO ZHANG  
BIAO ZHANG,  
Plaintiff,**

**-vs-**

**HONGTAO LIU,  
Defendant.**

**FINAL JUDGMENT FOR DEFENDANT**

**THIS ACTION** was tried before the Court upon Plaintiff's Statement of Claim. The parties were present for Final Hearing/ Non-Jury Trial on Tuesday, August 13, 2024 at 2:00 pm via Zoom.

At the hearing, both Plaintiff and Defendant testified. Plaintiff admitted into evidence six pages of text messages and certificate of translation (pages: 16-22 in evidence submitted with Court on August 8, 2024) and the rental lease agreement. The rental lease agreement is signed by Plaintiff and Landlord, Dan Xu. Dan Xu signed all portions of this lease as the landlord. Dan Xu is not a party to this case. Defendant, Hongtao Liu, is the listed agent of the landlord. Both sides agree that Defendant did not sign any portion of the lease.

Plaintiff argued he is entitled to \$2,700.00 (two month's rent) as he was misled by Defendant about the condition of the apartment and whether Plaintiff would be able to sublease the apartment at a later date.

Plaintiff testified he rented an apartment in July 2022, sight unseen. Upon moving in, the apartment was in much worse condition than presented in photographs. Nevertheless, Plaintiff renewed his lease in July of 2023 through January 2024. Early into this lease, Plaintiff purchased or was looking to purchase a home and looked into subleasing the leased apartment. Plaintiff testified it was difficult to find someone to sublease the apartment due to the poor condition of the apartment.

Plaintiff testified he repeatedly put in maintenance requests, some of which were fixed, many of which were not fixed.

Regarding subleasing, the lease states that the "Tenant may not assign the Lease or sublease all or any part of the Premises with first obtaining the Landlord's written approval and consent to the assignment or sublease". Plaintiff stated that he "did not read all the sentences of the lease" and "was not careful" and thus did not know he needed written approval. Plaintiff testified he was verbally told he could sublease the apartment by Defendant. Defendant told Plaintiff on August 23, 2023 via text message by Defendant that according to the lease Plaintiff could not sublease. Plaintiff unilaterally terminated the lease on September 11, 2023. This termination is the basis of a different case: 01-2023-SC-004536.

Defendant testified that the Landlord approves or rejects maintenance requests. Defendant further testified that the landlord decides the status of the subleasing provision of the lease and that the Landlord made the ultimate decision not to allow subleasing in this case. Upon being told Plaintiff could not sublease, the text messages show that Plaintiff agreed to honor the agreement. No evidence was presented that Plaintiff ever found someone who would sublease.

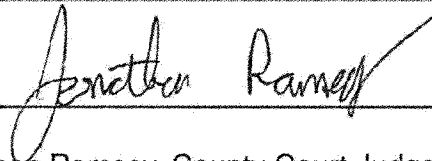
Plaintiff has failed to demonstrate how Defendant is responsible for terms of a lease where Defendant is not a signed party. Plaintiff has also failed to prove how he was misled about the condition of the premises that resulted in his inability to sublease the apartment. Plaintiff had lived in the apartment for nearly a full year and voluntarily chose to renew the lease. Additionally, Plaintiff has failed to prove how he was misled about subleasing. The subleasing conditions were laid out in the lease and no evidence was presented showing the landlord agreed in writing to sublease the apartment. Finally, Plaintiff failed to prove damages as he never had someone willing to sublease the apartment. When told he was not allowed to sublease on August 23, 2023, Plaintiff agreed via text message not to try further attempts to sublease before unilaterally terminating the lease less than a month later.

**IT IS THEREFORE ORDERED AND ADJUDGED THAT:**

1. Final Judgement is entered for Defendant HONGTAO LIU and against Plaintiff BIAO ZHANG.
2. Plaintiff BIAO ZHANG shall recover nothing from Defendant HONGTAO LIU.
3. The Court reserves jurisdiction to enter further orders in this matter as it deems necessary.

**DONE AND ORDERED** on Tuesday, August 13, 2024.

01-2024-SC-001630 08/13/2024 04:17:19 PM



Jonathan Ramsey, County Court Judge  
01-2024-SC-001630 08/13/2024 04:17:19 PM

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished by U.S. Mail, filing with the Florida Courts E-Filing Portal, electronic mail, or hand delivery on Wednesday, August 14, 2024 to the following:

BIAO ZHANG	HONGTAO LIU
9005 SW 79TH AVE	5346 SW 91ST TERRACE
GAINESVILLE, FL 32608	GAINESVILLE, FL 32608

Biao SW79 Zhang  
 alasou380@yahoo.com  
 biao Zhang1985@gmail.com  
 alasou380@yahoo.com

01-2024-SC-001630 08/14/2024 08:18:32 AM



Delatrone Hunter, Judicial Assistant  
01-2024-SC-001630 08/14/2024 08:18:32 AM

**Melanie S. Griffin**, Secretary

**Ron DeSantis**, Governor

September 20, 2024

Biao Zhang  
9005 SW 79th Ave  
Gainesville, FL 32608

VIA: (USPS)

RE: DBPR Case # 2024-054467

Dear Mr. Zhang:

This is to notify you that the investigation initiated by your recent complaint has been forwarded to this office and will be investigated by me. I will contact you in the near future during the course of the investigation.

Thank you for your patience and cooperation in this matter.

Sincerely,

*Chris Johnson*

Chris Johnson  
Investigation Specialist II  
[Chris.Johnson@myfloridalicense.com](mailto:Chris.Johnson@myfloridalicense.com)  
Bureau of Enforcement  
DBPR- Division of Real Estate  
4161 Carmichael Avenue, Bldg. 3300, Suite 254-A  
Jacksonville, FL 32207  
904-646-7689

**Melanie S. Griffin**, Secretary

**Ron DeSantis**, Governor

September 20, 2024

Hongtao Liu  
8936 SW 11<sup>th</sup> Ave  
Gainesville, FL 32607

VIA: (USPS)

RE: DBPR Case #2024-054467

Dear Mr. Liu:

This letter is to serve as official notice to you in accordance with Section 455.225(1), Florida Statutes, that a complaint has been filed against you and that an investigation has been initiated regarding the allegations made in the attached complaint. Please note that confidential complaint information, to include, examination information, social security numbers and bank account numbers, if any, have been redacted from this copy as they are exempt from public records disclosure pursuant to ss.455.225(10), 119.071(1)(a), 119.071(5)(a)5 and (5)(b), F.S.

I have been assigned to the case, and I will be in contact with you at the earliest possible time to schedule a mutually convenient appointment to discuss the complaint in detail.

You may submit a written response to the information contained in the complaint within 20 days after receipt of this letter.

Any such response and/or contact with the agency regarding this matter, prior to personal contact with me, should be directed to my attention at the address below.

Please be advised that at this stage, our investigation is confidential. Pursuant to Section 455.225(10), Florida Statutes, the complaint and all information obtained pursuant to the investigation is confidential until ten days after probable cause is found to exist, if such a finding is made, or until the licensee waives their right of confidentiality, whichever occurs first. Investigations differ in complexity and duration, so a definite time frame of completion is not possible. We appreciate your cooperation and understanding in this regard. If you have any questions about the foregoing, you may contact me at the telephone number listed below.

Sincerely,



Chris Johnson  
Investigation Specialist II  
[Chris.Johnson@myfloridalicense.com](mailto:Chris.Johnson@myfloridalicense.com)  
Bureau of Enforcement  
DBPR- Division of Real Estate  
4161 Carmichael Avenue, Bldg. 3300, Suite 254-A  
Jacksonville, FL 32207  
904-723-5843

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VR Home	Inbox	Entity	Application	License	Cash	Exam	Inspection	Enforcement	Report
Complaint Search Update	Change Recording License Type	Public Case Info	Delete Complaint	Mass Activity Update	Mass Discipline				

Domain **25 - Division of Real Estate**

Logged in as: **cjohnson**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	<b>2501 - Real Estate Broker or Sales</b>	Status	<b>20 Under Investigation</b>	Status Date	<b>09/19/2024</b>
Complaint #	<b>2024054467</b>	Case Type	<b>CMP - Complaint</b>	Disposition	<b>30 Legally Sufficient</b>
Disposition Date	<b>09/19/2024</b>				
Docket#	Respondent	<b>LIU, HONGTAO</b>	Responsible	<b>cjohnson - JOHNSON, CHRIS</b>	<b>Private Case</b>

Complaint	Respondent	Complainant	Add'l Info
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Source	<b>CNSM - Consumer</b>	Security Level	<b>1</b>	<input type="checkbox"/> Parties	<input checked="" type="checkbox"/> Activities	
Form	<b>INET - Internet</b>	Priority	<b>2</b>	<input checked="" type="checkbox"/> Allegations	<input type="checkbox"/> Discipline	
Class'n	<b>LIC - Licensed Activity</b>	Complexity	<b>R - Regular</b>	<input type="checkbox"/> Violations	<input type="checkbox"/> Compliance	
Security	<b>STND - Standard</b>	Incident	<b>09/11/2023</b>	<input type="checkbox"/> Related	<input checked="" type="checkbox"/> Disposition	
Region	<b>04 - Gainesville Regional Office</b>	Received	<b>09/18/2024</b>	<input type="checkbox"/> Inspection		
Reference	Entered	<b>09/18/2024</b>	Entered By	<b>webuser</b>	<input type="checkbox"/> Costs	
Summary	<p><b>OPEN. LEGALLY SUFFICIENT. Comp alleges Respondent sales associate licensee is acting as a broker/property manager for offshore owners of Florida properties, using documents accessible from his broker/employer but without involving that broker/employer in any of these activities. 475.42(1)b and 61J2-6.006(1) operating for an entity other than his broker/employer and sales associate operating as a broker. Please send to Investigator Supervisor Lisa Spurlin.</b></p>				<input checked="" type="checkbox"/> Time Tracking	<input type="checkbox"/> Auto Assign
Updated	<b>09/19/2024 15:16:56</b>	By	<b>Ispurlin1</b>		<input checked="" type="checkbox"/> Attachments	<input type="checkbox"/> History
					<input checked="" type="checkbox"/> Work Notes	<input type="checkbox"/> Print Report

<input type="button" value="Change"/>	<input type="button" value="Save"/>	<input type="button" value="OK"/>	<input type="button" value="Cancel"/>	<input type="button" value="Back"/>
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VR Home	Inbox	Entity	Application	License	Cash	Exam	Inspection	Enforcement	Report
Complaint Search Update	Change Recording License Type Mass Status Update	License Type Public Case Info	Delete Complaint	Mass Activity Update	Mass Discipline				

Domain **25 - Division of Real Estate**

Logged in as: **cjohnson**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	<b>2501 - Real Estate Broker or Sales</b>	Status	<b>20 Under Investigation</b>	Status Date	<b>09/19/2024</b>
Complaint #	<b>2024054467</b>	Case Type	<b>CMP - Complaint</b>	Disposition	<b>30 Legally Sufficient</b>
Disposition Date	<b>09/19/2024</b>				
Docket#	Respondent	<b>LIU, HONGTAO</b>	Responsible	<b>cjohnson - JOHNSON, CHRIS</b>	<b>Private Case</b>

Complaint	Respondent	Complainant	Add'l Info
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Indv  Org      Security Level **1**      Correspondence

Last Name	<b>liu</b>	First	<b>hongtao</b>	Middle	
Title		Suffix		Qualifier	
Gender	<b>M</b>	Birth Date			
Street #	<b>8936</b>	Street	<b>SW 11TH AVE</b>	Fed Tax #	
Line 2					
Line 3					
City	<b>GAINESVILLE</b>	County	<b>11 - Alachua</b>		
Zip	<b>32607</b>	State	<b>FL - Florida</b>	Country	<b>US - United States</b>
Routing		Insp Region			
Phone #	<b>3523278816</b>	Ext		E-Mail	<b>cn789@yahoo.com</b>
Lic Type	<b>2501 - Real Estate Broker or Sales</b>	Rank	<b>Sales Associate</b>		
File #	<b>874959</b>	Status	<b>Current , Active</b>	Expires On	<b>09/30/2025</b>
License #	<b>3254779</b>				
Updated	<b>09/19/2024 09:17:33</b>		By	<b>mgeier</b>	

<input type="button" value="Change"/>	<input type="button" value="Save"/>	<input type="button" value="OK"/>	<input type="button" value="Cancel"/>	<input type="button" value="Back"/>
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VR Home	Inbox	Entity	Application	License	Cash	Exam	Inspection	Enforcement	Report
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License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **25 - Division of Real Estate**

Logged in as: **cjohnson**

VR Home > Complaint Search > Maintain Complaint > License Home > **Relation Data**

Fed Tax #	Name <b>liu, hongtao</b>	Entity # <b>9820581</b>
File # <b>874959</b>	Rank <b>Sales Associate</b>	Expires On <b>09/30/2025</b>
License # <b>3254779</b>	Status <b>Current , Active</b>	Renewed On <b>09/21/2023</b>

Relation Tree

liu, hongtao

- Employed By : Employer : THOMAS GROUP REALTY LLC: 1040670 : 12/01/2016  
Corporation : Branch : THOMAS GROUP REALTY LLC: 2031356 : 07/06/2018
- Employed By : Employee : ALTBUCH, SARAH ANDERSON: 3309304 : 02/22/2017
- Employed By : Employee : AUSTIN, CHARLES L III: 3368491 : 11/02/2016
- Employed By : Employee : BARANYK, MATTHEW: 3350176 : 09/12/2016
- Employed By : Employee : BARANYK, ROSALEE: 3492183 : 02/11/2021
- Employed By : Employee : BENNETT, BILLY RAY: 3591407 : 10/23/2023
- Employed By : Employee : BERGMAN, EVELYN YVONNE: 3060929 : 10/03/2014
- Employed By : Employee : BLAIR, KRISTAL: 3493302 : 08/03/2021
- Employed By : Employee : BURCHAM, LORI: 3421912 : 08/28/2018
- Employed By : Employee : CAMPBELL, CHRISTOPHER J: 3584476 : 08/08/2023
- Employed By : Employee : CHALMERS, JEAN MARION: 546884 : 10/03/2014
- Employed By : Employee : CHALMERS, KIM SITA: 3402650 : 01/04/2018
- Employed By : Employee : CHAPMAN, BRIAN: 3544149 : 07/18/2022
- Employed By : Employee : CROUSHORE, BRYAN: 3308047 : 06/12/2022
- Employed By : Employee : DACE, EMILY JANE: 3543673 : 07/13/2022
- Employed By : Employee : DAVIS THOMAS, TIFFANY: 3155356 : 11/16/2021
- Employed By : Employee : DAVIS, LOIS GATES: 3127320 : 01/20/2012
- Employed By : Employee : DAVIS, WILLIAM ERIC: 3143849 : 01/20/2012
- Employed By : Employee : DICKS, RYAN DALTON: 3533871 : 04/18/2022
- Employed By : Employee : DUMAS, AMY: 3555051 : 10/24/2022
- Employed By : Employee : DUPLER, CRAIG B: 3286150 : 08/19/2024
- Employed By : Employee : FISHER, SUSAN MARIE: 3435019 : 09/11/2023
- Employed By : Employee : FITZ, KEVIN: 3606420 : 05/02/2024
- Employed By : Employee : GAMBLE, IRYN JOHNSON: 3582123 : 07/31/2023
- Employed By : Employee : GEE, TERA: 3540389 : 05/24/2022
- Employed By : Employee : GEORGE, TAYLOR RENEE: 3498564 : 07/27/2022
- Employed By : Employee : GILCHRIST, ERICKA: 3163774 : 06/07/2017
- Employed By : Employee : GOGAN, LINDA ANN: 3122648 : 01/22/2018

- Add
- Change
- Detail
- Chain
- History
- Set Filter
- Remove Filter
- Back

Employed By : Employee : GUNTER, LAURA M: 3433055 : 12/10/2019  
 Employed By : Employee : HOLLOWAY, NEIL F: 3565683 : 03/03/2023  
 Employed By : Employee : HOLMES, BRANDEN LEANDRA: 3599107 : 02/13/2024  
 Employed By : Employee : HOUDER, SUSAN KELLY: 679745 : 09/23/2014  
 Employed By : Employee : JOHNSON, GAVIN ROLAND: 3287999 : 06/17/2021  
 Employed By : Employee : KERENSKY, RACHEL: 3449193 : 09/03/2019  
 Employed By : Employee : MARJAMA, SHAWN: 3279001 : 09/15/2016  
 Employed By : Employee : MARTIN, JAMIE: 3429389 : 03/02/2021  
 Employed By : Employee : MATHEWS, LISA KENNEDY: 3130426 : 02/22/2023  
 Employed By : Employee : MATTHEW, JIMMY RUSSELL: 3543527 : 04/12/2023  
 Employed By : Employee : MCMAHON, JONATHAN: 3277388 : 01/15/2018  
 Employed By : Employee : MOEBUS, HOLLY: 3403442 : 07/17/2018  
 Employed By : Employee : MUSE, KAMRYN ANNE: 3532570 : 08/07/2023  
 Employed By : Employee : NAGAN, WINSTON ARTHUR SAMUEL: 3464149 : 08/25/2020  
 Employed By : Employee : NICKERSON, JAMES EVERETT: 3072790 : 12/22/2021  
 Employed By : Employee : PESCE, LUCIA: 3606398 : 05/02/2024  
 Employed By : Employee : POOLEY, ELIZABETH ANN: 687416 : 05/23/2013  
 Employed By : Employee : POTTER, KELLY: 3363042 : 03/07/2017  
 Employed By : Employee : SALLOUM, SANDRA: 3544049 : 09/12/2022  
 Employed By : Employee : SHELTON, LISA J: 3485098 : 12/07/2020  
 Employed By : Employee : SPRINGFIELD, JENNIFER BURDICK: 3348715 : 03/02/2016  
 Employed By : Employee : STOBIE, BRITTNEY PAIGE: 3517952 : 10/19/2021  
 Employed By : Employee : STONER, BARBARA JO: 3589603 : 10/03/2023  
 Employed By : Employee : TAJALLI, GISELLE R: 3160332 : 10/03/2014  
 Employed By : Employee : TEIXEIRA, MARC D: 3148582 : 04/07/2016  
 Employed By : Employee : THOMAS, EMILY: 3570997 : 01/12/2024  
 Employed By : Employee : THOMAS, JOHN R III: 684142 : 01/20/2012  
 Employed By : Employee : THOMPSON, KRISTEN S: 3256058 : 06/10/2015  
 Employed By : Employee : THORNQVIST, NANCY S: 3465009 : 02/26/2020  
 Employed By : Employee : TINNEY, JILL ACREE: 3349835 : 10/15/2020  
 Employed By : Employee : WALSH, SEAN: 3368796 : 04/01/2023  
 Employed By : Employee : WATSON-BANKS, BRENDA: 590082 : 06/23/2018  
 Qualifying Broker : Broker : THOMAS, MATTHEW AARON: 3292737 : 03/05/2014

Lic Type	<b>2502</b>	Lic Type Desc	<b>Real Estate Corporation</b>	Name	<b>THOMAS GROUP REALTY LLC</b>
File #	<b>52526</b>	Rank	<b>RE Corp.</b>	Address	<b>5346 SW 91ST TERRACE, GAINESVILLE FL 32608 US</b>
License #	<b>1040670</b>	Status	<b>Current , Active</b>		

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From: Hongtao Liu  
To: zhao, Chris  
Subject: Re: Complaint Case #2024-054467  
Date: Monday, November 4, 2024 7:34:36 PM  
Attachments: image001.png

**[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.**

Chris,  
I am glad to talk with you tomorrow morning. I am free from 9:30am to 11am.

Here are my response for the complaint:  
The owner Dan Xu bought 5 properties a few years ago in this community and I am helping her to manage two units ,her friend is helping her manage another three units. Because I was her buyer agent and she also knows my family in China, so I manage for her for free. Mr Zhang signed the lease and paid the rent to the owner directly. I haven't connected with the funds, I just help the owner, my friend, to manage this property. I didn't violate relevant regulations.

The owner promised that Mr Zhang can sublease this property, but Mr Zhang kept requesting the repairs and after the handyman came 3 times to repair the issues . Mr Zhang still asked to replace the carpet and bathroom floor, then the owner refused to sublease.  
I just forwarded the owner's decision to Mr Zhang. This does not violate relevant regulations. The judgement also mentioned this.

First I was standing between the landlord and Zhang, but later I found out that Zhang was being unreasonable and making many unreasonable demands in order to avoid paying the termination fee and rent, wasting our too much time. On the evening of the day he moved out, he sent me 17 videos via text messages about the house. I replied that he was crazy and disgusting for making such a fuss just for a few hundred. This is not verbally abused and insulted. The judge doesn't support his request either.

The landlord originally planned to hire a lawyer to sue him. After Zhang moved out in mid-September, seeing that there was no major damage to the property , the landlord decided not to pursue the rent and termination fee. This issue should end here.  
But At the end of September, the landlord received a complaint from Zhang to the Division of Consumer Services, Florida Department of Agriculture and Consumer Services, which said that the landlord had not made timely repairs to the property and it was no longer suitable to live in. The landlord was disgusted by Zhang's shameless and unreasonable fight, so they decided to find a lawyer to sue Mr Zhang.  
If Mr Zhang didn't file a complaint to the landlord, the landlord wouldn't sue him.

I never told Mr Zhang that the deposit is in China, Mr Zhang sent the rent to the owner's BOA account .

I just know that Mr Zhang passed his realtor exam in July 2023. The purpose of obtaining a realtor license is to use the professional knowledge to serve customers. But Mr Zhang used his learned acknowledgement to make up stories.

Thanks

Hongtao

Hongtao Liu - Realtor MBA  
Better Homes and Gardens Real Estate Thomas Group  
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Gainesville | FL 32608  
c: 352.327.8816  
o: 352.226.8228  
f: 352.872.5897  
[liu@thomasgrouprealty.com](mailto:liu@thomasgrouprealty.com)  
<https://hongtaoliu.thomasgrouprealty.com/>

On Mon, Nov 4, 2024 at 4:40 PM Johnson, Chris <[Chris.Johnson@myfloridalicense.com](mailto:Chris.Johnson@myfloridalicense.com)> wrote:

Mr. Liu,

I will call you in the morning for a brief phone interview. Also, I have yet to receive a written response addressing the alleged allegation.

Thanks,



Chris Johnson  
Investigator II  
Division of Real Estate/Enforcement/Jacksonville  
Florida Department of Business and Professional Regulation  
Phone: Desk: (904)-723-5843 Cell: (904) 646-7689

From: Hongtao Liu <[liu@thomasgrouprealty.com](mailto:liu@thomasgrouprealty.com)>  
Sent: Wednesday, October 2, 2024 8:39 AM  
To: Johnson, Chris <[Chris.Johnson@myfloridalicense.com](mailto:Chris.Johnson@myfloridalicense.com)>  
Subject: Complaint Case #2024-054467

**[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.**

Good Morning Chris,

Have you received my last 3 emails which were sent to you on Sept 24th.

Any update for this complaint?

My friend just told me yesterday that Mr Zhang posted this story to Chinese social media sites: Wechat and Xiaohongshu.

He posted my name and pictures and gave lots of false information. He wrote that these two judgments are not right and not fair to him.

Mr Zhang also said that he got a realtor license too.

Can I also file a complaint about Mr Zhang's defamation behaviour and racism as a realtor?

For example below his post:

A comment: "If you don't pay the rent, rent it to the black man and collect the rent, brother."

Mr Zhang: "Absolutely, brother." and he also sent a liked sticker.

I am a top producer in Gainesville and closed more than 500 properties during the past 12 years.

Can you tell me when Mr Zhang received his realtor license? I want to know why he made up this whole story?

Thanks

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Hongtao Liu - Realtor MBA  
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**Melanie S. Griffin**, Secretary

**Ron DeSantis**, Governor

November 22, 2024

Biao Zhang  
9005 SW 79th Ave  
Gainesville, FL 32608

VIA: (USPS)

RE: DBPR Case # 2024-054467

Dear Mr. Zhang:

Please be advised that the investigation of your complaints have been completed and a report for each case has been forwarded to the Legal Section.

After the file has been reviewed by the legal staff, either further investigation will be requested, or the matter will be presented to the probable cause panel of the Florida Real Estate Commission for their consideration. Thereafter, a determination will be made either to prosecute the case, or your complaint will be dismissed, and the case closed. You will be notified via letter of the final agency determination.

Thank you for your patience and cooperation in this matter.

Sincerely,



Chris Johnson  
Investigation Specialist II  
Chris.johnson@myfloridalicense.com  
Bureau of Enforcement  
DBPR- Division of Real Estate  
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904-723-5843