



## **Human Rights at Home: Miami's Housing Crisis and its Perpetuation of Poverty<sup>1</sup>**

### **Submission to the United Nations Special Rapporteur on Extreme Poverty and Human Rights in Preparation for his Official 2017 Visit to the United States**

**October 31, 2017**

#### **I. Introduction**

Legal Services of Greater Miami, Inc. (Legal Services), the Community Justice Project (CJP), and the Miami Law Human Rights Clinic respectfully submit this report to the United Nations Special Rapporteur on Extreme Poverty and Human Rights in advance of his official visit to the United States. Legal Services provides civil legal services for the poor in Miami-Dade County and Monroe County. Legal Services offers advice and representation in individual cases, addresses systemic issues and empowers clients through community education and self-help clinics. We represent clients with legal issues such as evictions, foreclosure, the loss of government benefits, and affordable housing.<sup>2</sup> CJP provides legal support to grassroots community organizers and low-income communities of color on a range of racial justice and human rights issues, including housing, workers' rights, immigrants' rights, and community economic development.<sup>3</sup> The Miami Law Human Rights Clinic works for the promotion of social and economic justice globally and in the U.S. The Clinic uses international human rights laws and norms, domestic law and policy, and multidimensional strategies, such as community organizing, political activism, and global networking, to draw attention to human rights violations, develop practical solutions to those problems, and promote accountability on the part of state and non-state actors.

#### **II. Background**

In South Florida, a lack of affordable housing options limits where many families can live. Families are forced to rent at exorbitant rates, preventing them from being able to save funds and escape poverty's grasp.

Florida law on tenants' rights is unsympathetic to the plight of these families. When facing an eviction for any reason, even if the failure is motivated by the landlord refusing to improve uninhabitable conditions, Florida law requires tenants to deposit the disputed rent into the court registry. If the tenant fails to deposit the rent within 5 days, he/she waives all defenses and loses the case automatically.

---

<sup>1</sup> The following University of Miami School of Law students principally drafted this report under the supervision of Professor Caroline Bettinger-López and in collaboration with Community Justice Project and Legal Services of Greater Miami, Inc.: Asdrubal Alvarenga, Kiana Courtney, and Philip Papiasvili.

<sup>2</sup> Legal Services of Greater Miami, Inc. <http://legalservicesmiami.org>.

<sup>3</sup> Community Justice Project, <http://communityjusticeproject.com/>.

Evictions trap families into poverty. Access to safe, adequate and affordable housing is a basic human need, and a determinative factor in one's ability to exit the cycle of poverty. While this is a widespread problem, communities of color, located in historic neighborhoods like Liberty City, Little Haiti, and West Coconut Grove, are particularly hard-hit by the eviction crisis.

State and local law and governmental policies fail to treat adequate housing as a human right. Although the right to housing is not guaranteed under United States law, it is an internationally-recognized human right. This report focuses on some of the benchmarks of that right, including affordability, habitability, and availability.

### III. Tenants lack affordable housing options

#### A. *Housing is Disproportionately Unaffordable in Miami*

Florida ranks as one of the bottom five states in the country for affordable housing. The National Low Income Housing Coalition found that the average U.S. household must earn at least \$15.46 per hour nationally and \$20.46 in Florida to afford an adequate two-bedroom rental while still meeting basic subsistence needs.<sup>4</sup> However, the current Florida minimum wage is barely half of that rate—\$8.10.<sup>5</sup>

The housing situation in Miami is even more dire. Not only does Miami have the second-worst income and poverty level in America, but its residents also spend the nation's highest share of their income on rent.<sup>6</sup> This income disparity especially affects women, who make up the majority of minimum wage workers and tend to be the sole wage earner in single-parent families.<sup>7</sup> The average monthly cost for a single adult in Miami-Dade County to obtain the most basic amenities for living (housing, food, transportation, health care, and taxes, with a small amount allocated for miscellaneous expenses) is \$1,874.<sup>8</sup> Similar expenses for a family of four in Miami-Dade County average \$4,730 a month. This leaves 21% of the households in Miami-Dade County below the poverty line and 55% to 61% of households below the basic household survival line.<sup>9</sup>

This is especially true for populations of color, who make up a disproportionately larger share of households (17% below the poverty level and 41% below the household survival level).

---

<sup>4</sup> National Low Income Housing Coalition, "Out of Reach 2017: Florida," <http://nlihc.org/oor/florida>.

<sup>5</sup> Department of Labor, Wage and Hour Division, "Minimum Wage Laws in the States – September 30, 2017: Florida Minimum Wage Rates," <https://www.dol.gov/whd/minwage/america.htm> - Florida.

<sup>6</sup> Jerry Iannelli, "Five Stories That Show Wages in Miami Are Far Too Low," *Miami New Times* (Sept. 24, 2017), <http://www.miaminewtimes.com/news/five-stories-that-show-miami-wages-are-too-low-9692642>.

<sup>7</sup> Mayra Gomez & Bret Thiele, "Housing Rights Are Human Rights," *American Bar Association Human Rights Magazine* Vol. 32, No. 2 (Summer 2005), [https://www.americanbar.org/publications/human\\_rights\\_magazine\\_home/human\\_rights\\_vol32\\_2005/summer2005/hr\\_summer05\\_housing.html](https://www.americanbar.org/publications/human_rights_magazine_home/human_rights_vol32_2005/summer2005/hr_summer05_housing.html).

<sup>8</sup> This data is based on the ALICE Threshold. The ALICE Threshold is the average income that a household needs to afford the basic necessities in Florida, adjusted for different counties and household types. This figure highlights the people who, while not poor per the federal Poverty Level Index, nonetheless are consistently on the precipice of falling into poverty.

<sup>9</sup> *Id.*

Moreover, the economic trends in Florida do not bode well for those who fall into this category, as low-wage jobs (which are primarily filled by people of color) are expected to grow faster than high-wage jobs.<sup>10</sup> According to Zillow, Black residents in Miami spend about 58.2% of their income on rent, compared to the national average of 43.7%; Hispanic residents spend 55.1% of their income on rent, in comparison to 48.1% nationally; and white residents in Miami spend about 41.7% of their income on rent.<sup>11</sup> Almost 75% of the Black and Latino populations in Miami do not have enough savings to cover basic expenses for three months.<sup>12</sup>

In addition, the number of people on waitlists for subsidized housing in Miami illustrates the magnitude of unmet need. These residents who qualify for subsidized housing but who cannot access it are forced to live in unsubsidized private housing, often in substandard conditions, because that is the only kind of housing that is affordable to them. As described in Section IV below, landlord-tenant laws in Florida make these tenants even more vulnerable.<sup>13</sup>

#### *B. Florida's Rent Deposit Statute Perpetuates Poverty by Placing Barriers to Tenants' Ability to Defend Against Evictions*

Florida laws make it difficult for tenants to defend themselves in eviction cases, and do not hold landlords accountable for failing to maintain safe and habitable conditions in their rental units. One particularly egregious example is Florida's rent deposit statute, § 83.60, which often allows landlords to evict their tenants without having to go to court.

Florida Statute § 83.60 states that when a landlord files a complaint seeking to evict a tenant, the tenant will be evicted by default if the tenant fails to do one of three things within five days after service of the complaint: (1) file an answer alleging payment as a defense, (2) deposit with the court all of the past due rent the landlord demanded in the complaint and any rent that comes due during the case, or (3) if the tenant disagrees with the amount of rent demanded by the landlord, file a motion asking the court to determine the amount of rent to deposit. If the tenant does not take one of these steps, the landlord wins automatically and the tenant waives all defenses. Trial courts have been unforgiving if tenants do not follow the statute to the letter.<sup>14</sup> Even if the conditions of the dwelling are uninhabitable (an independent violation of Florida law),<sup>15</sup> the tenant must give the landlord written notice that he/she will be withholding rent to later raise it as a defense in an eviction.

---

<sup>10</sup> Bustamante, Ali R. *State of Working Florida 2017*. Miami: Florida International University Center for Labor Research and Studies, 2017, <https://rise.fiu.edu/state-of-working-florida/state-or-working-florida-2017.pdf>.

<sup>11</sup> Katherine Kallergis, "Miamians spend up to 58% of income on rent in minority neighborhoods: report," *The Real Deal*, <https://therealdeal.com/miami/2017/03/31/miamians-spend-more-of-their-incomes-on-rent-in-minority-neighborhoods-report/>.

<sup>12</sup> Jerry Iannelli, "Five Stories That Show Wages in Miami Are Far Too Low," *Miami Herald* (Sept. 24, 2017) <http://www.miaminewtimes.com/news/five-stories-that-show-miami-wages-are-too-low-9692642> (Based on a study by the Corporation for Enterprise Development).

<sup>13</sup> Miami Dade County: Public Housing and Community Development, "2014 Public Housing Waiting List," <http://www.miamidade.gov/housing/library/reports/waiting-list-2014-public-housing.pdf>.

<sup>14</sup> *Stephens-Williams v. Johnson*, 181 So.3d 577 (Fla. 4th DCA 2016).

<sup>15</sup> Fla. Stat. § 83.51 (2017).

While reviewing eviction data from June 2017 (reflected in Appendices C(1) and C(2)), Legal Services came across an instance where a tenant, owing three months of rent totaling \$4,200, filed a motion to determine rent. The tenant complained that there was bacteria from water leaks, mold, no hot water and problems with the toilet—all issues that the landlord failed to fix after promising to do so. The landlord’s attorney stated that the tenant did not deposit the requested amount into the registry and did not properly notify the landlord of the decision to withhold rent based on unsuitable conditions. The court ignored the allegations of the uninhabitable living conditions, and entered a default eviction judgment against the tenant simply because the tenant failed to deposit the amount into the registry. This case is one example of how Florida’s rent deposit statute negatively impacts low-income people’s ability to defend themselves: even if a tenant has a sudden financial hardship to overcome or alleges legitimate concerns about housing conditions, that tenant must deposit all of the unpaid rent into the court to even have the dispute heard. If tenants are too poor to deposit the rent, they may not get their day in court.

Even when a tenant deposits their rent to the court in a timely fashion, default judgment may still be entered against them. An example of this is the case of *De’Andre Deal*.<sup>16</sup> In Mr. Deal’s case, he deposited his rent late, but in full. The court evicted him by default because he did not deposit his rent with the court on the first day of each month.<sup>17</sup>

The Florida Legislature enacted this rent deposit statute to prevent tenants from raising frivolous defenses to an eviction, and to protect landlords from the possibility of losing rent during a protracted legal process.<sup>18</sup> Yet, Mr. Deal was not trying to live rent free. When his landlord filed the Motion for Default, he immediately deposited all missing rent into the court registry. Despite all rent being in the court registry, the trial court still entered a default judgment in favor of his landlord.

Some courts have said the statute gives little to no discretion regarding default judgment, regardless of how reasonable the tenant’s reason for nonpayment may be, or how much an effort to comply was made.<sup>19</sup> Yet, some courts have said trial courts have gone too far when entering default judgments against tenants. The “rubber stamp” of default judgments by trial courts has often led to appellate courts reversing trial courts that enter final judgment while a motion to determine rent is pending,<sup>20</sup> as well as reversing the decisions of trial courts that are too hasty or careless in their denial of a hearing.<sup>21</sup>

Florida’s rent deposit statute prevents most tenants from presenting their defenses in eviction proceedings. This creates an uneven playing field in courts, as there seems to be little scrutiny of

---

<sup>16</sup> *Brief of Appellant, Deal v. Miami Property Group, LTD.*, No. 15-113-AP (Fla. 11th DCA Oct. 26, 2015)

<sup>17</sup> *Id.*

<sup>18</sup> Florida Law Revision Council, Report and Recommendation on Florida Landlord Tenant Law, March 1973, pg. 25.

<sup>19</sup> *Stephens-Williams v. Johnson*, 181 So.3d 577 (Fla. 4th DCA 2016).

<sup>20</sup> *Lonergan v. Brannon*, 17 Fla. L. Weekly Supp. 171c (Fla. 9th Cir. App. Ct., Orange Cty. 2010); *Kendrick v. Corser*, 19 Fla. L. Weekly Supp. 72a (Fla. 11th Cir. App. Ct., Miami-Dade Cty., 2011); *Lawren v. Hialeah Housing Authority*, 20 Fla. L. Weekly Supp. 863a (Fla. 11th Cir. App. Ct. Miami-Dade Cty. 2013); *Fagan v. New Hope Dream Team Charity*, 24 Fla. L. Weekly Supp. 925a (Fla. 11th Cir. App. Ct., Miami-Dade Cty. 2017).

<sup>21</sup> *Gillespie v. Figueiredo*, 22 Fla. L. Weekly Supp. 690a (Fla. 13th Cir. App. Ct., Hillsborough Cty., 2014).

the merits of landlords' evictions claims. Based on data gathered by Legal Services and CJP covering a week in the month of June 2017 (reflected in Appendices C(1) and C(2)), of 415 people facing eviction orders, only 20 were able to deposit rent into the court registry. In other words, 95% of the tenants were legally unable to raise any defenses in court. To make matters worse, only three of those 20 tenants had a lawyer, leaving many without defenses or an attorney.

The added financial obligation to post rent can be particularly harmful for people whose finances are already strained, thus worsening their prospects for escaping the cycle of poverty. Based on the eviction data in Table 1, many of the cases involve housing in low-income communities of color, like Little Haiti, Liberty City, and Opa-Locka.<sup>22</sup> The negative impacts of the rent deposit statute thus fall more heavily on individuals of color.

#### **IV. Tenants face substandard housing conditions in Miami**

##### *A. Low-income households tend to be pushed into less habitable conditions*

The decrepit and substandard conditions of Miami's low-income housing stock add another dimension to Miami's housing crisis, causing potentially detrimental impacts to residents' health and personal security. A virtual failure to enforce habitability standards has left tenants seeking lower rents with no other options but to rent from slumlords who systematically fail to maintain premises in safe, adequate conditions.

Adequate housing must be habitable, according to the UN Office of the High Commissioner for Human Rights (OHCHR) and UN Habitat.<sup>23</sup> Under their definition of "adequate housing," inhabitants must have adequate space and protection from "cold, damp, heat, rain, wind or other threats to health, structural hazards and disease vectors."<sup>24</sup> The physical safety of occupants must also be guaranteed.<sup>25</sup>

Under Florida Statute § 83.51 (*see* Appendix B for applicable laws), landlords must maintain habitable premises. This includes: (1) maintaining the roof, windows, doors, floors, steps, porches, exterior walls, foundations, and ensuring that all other structural components are in good repair and capable of resisting normal forces and loads, (2) maintaining the plumbing in reasonable working condition, (3) ensuring that the screens are installed in a reasonable condition and repairing damage, and (4) making reasonable provisions for the extermination of rodents, ants, roaches, wood-destroying organisms, and bedbugs, and abating rent for the period the tenant needs to vacate from uninhabitable premises. The landlord must also provide a lock

---

<sup>22</sup> Sean McCaughan, "Check Out These Fascinating Maps of Miami's Racial Mixup," *Curbed Miami* (September 3, 2013) <https://miami.curbed.com/2013/9/3/10202260/check-out-these-fascinating-maps-of-miamis-racial-mixup> (Based on a comparison to a 2013 map from the Weldon Cooper Center for Public Service at the University of Virginia).

<sup>23</sup> UN Habitat, Right to Adequate Housing: Fact Sheet 21, Rev. 1, [http://www.ohchr.org/Documents/Publications/FS21\\_rev\\_1\\_Housing\\_en.pdf](http://www.ohchr.org/Documents/Publications/FS21_rev_1_Housing_en.pdf).

<sup>24</sup> UN Habitat, Right to Adequate Housing: Fact Sheet 21, Rev. 1, [http://www.ohchr.org/Documents/Publications/FS21\\_rev\\_1\\_Housing\\_en.pdf](http://www.ohchr.org/Documents/Publications/FS21_rev_1_Housing_en.pdf).

<sup>25</sup> UN Habitat, Right to Adequate Housing: Fact Sheet 21, Rev. 1, [http://www.ohchr.org/Documents/Publications/FS21\\_rev\\_1\\_Housing\\_en.pdf](http://www.ohchr.org/Documents/Publications/FS21_rev_1_Housing_en.pdf).

and keys, clean and safe conditions in the common areas, outside garbage receptacles and removal, smoke detection devices, and functioning facilities for heat, running water, and hot water (however, landlords renting single family homes to tenants are legally entitled to remove some of these obligations in the lease agreement). In addition to these provisions, the landlord must follow all health and building codes. When landlords and other property owners violate local laws, state and local code enforcement can cite the property owner. Court action can be initiated against the landlords. In practice, however, this rarely happens.

The primary remedy available to tenants challenging the habitability of their units is to withhold rent. However, as mentioned above, the burden is placed on the tenant to tell their landlord of their plans to withhold rent with 7 days' written notice, to give landlords opportunity to make repairs. The landlord, instead of remedying the issues that make the housing uninhabitable, can choose to file an eviction for non-payment of rent, which then triggers the rent deposit statute described above, and place an additional burden on the tenant to pay what the landlord claims is due into the court registry before being able to challenge the eviction. Having an eviction filed against a tenant can make it difficult for the tenant to find housing in the future, even if the eviction is eventually dismissed or the court rules for the tenant. If the landlord successfully evicts the tenant, they can continue to rent the property without making adequate repairs, thus subjecting the next tenant to ongoing habitability issues.

In one case, CJP and Legal Services represented the low-income tenants of a complex in Liberty City.<sup>26</sup> Residents told state inspectors they paid \$500 to \$650 a month for rent in these buildings.<sup>27</sup> The court ordered the owners—slumlords, who effectively left the building in disrepair for years, to make repairs to the building. Some tenants reported to the *Miami Herald* that the repairs made were only cosmetic, despite the demand for adequate repairs based on the shoddy plumbing, leaking sewage, pest infestations, and illegally-wired rooms. Other properties owned by the same landlords were found to have mold and mildew. However, because the overall repairs were significant and would take a substantial amount of time and money to remedy, tenants continued to live in the building despite the inadequate repairs.

### *B. Hurricane Irma has exacerbated the existing housing crisis*

Trends concerning access to housing have disfavored tenants in recent years. For example, in the Wynwood neighborhood near downtown Miami, the number of single-family homes rented by low- to middle-income households dropped from 38 percent to 20 percent

---

<sup>26</sup> David Smiley, "Politicians say Miami 'slums' prove need for new laws," *Miami Herald*, (Jan. 23, 2016), <http://www.miamiherald.com/news/local/community/miami-dade/article56201600.html>; see also, Laura Rodriguez, "Deplorable conditions in Coconut Grove Apartments," NBC Miami 6, <https://www.nbcmiami.com/news/local/Residents-of-Derelict-Coconut-Grove-Building-Facing-Homelessness-391366311.html> (Video depicting housing conditions in West Coconut Grove).

<sup>27</sup>David Smiley, "Politicians say Miami 'slums' prove need for new laws," *Miami Herald*, (Jan. 23, 2016), <http://www.miamiherald.com/news/local/community/miami-dade/article56201600.html>.



between 2000 and 2015.<sup>28</sup> Less than 4% of two-bedroom units in Miami are listed below \$1,295,<sup>29</sup> the fair market rent for Miami-Dade County in 2017 as determined by HUD.<sup>30</sup>

Additionally, because South Florida's climate renders it particularly susceptible to hurricanes and tropical storms, housing that can withstand these conditions must also factor into habitability determinations. In 1992, Hurricane Andrew destroyed about 90% of the mobile homes in Dade County, according to the National Centers for Environmental Protection.<sup>31</sup> As a result, the U.S. Department of Housing and Urban Development introduced laws requiring trailers in Florida to withstand hurricane force (at least 100 mile-per-hour) winds. However, because the new guidelines did not apply to existing trailers, the vast majority of Florida's mobile homes do not meet this new standard. According to the Manufactured Housing Institute, Florida has approximately 828,000 mobile homes—more than any other state—and about 600,000 of these were not constructed to withstand hurricane-force winds. At the same time, about half of Florida's mobile homes are uninsured, according to the Florida Manufactured Housing Association. This places a significant population, a substantial portion of whom are low-income residents, at an increased risk during hurricane season.

Hurricane Irma made landfall in South Florida on September 10, 2017, making the already-dire situation even worse. Florida has no policy governing late rental payments or evictions in the aftermath of a storm. During Hurricane Irma, many tenants used money that would normally go towards rent to prepare for the hurricane or evacuate. In addition to this, many people lost wages from not working, making it difficult to pay October's rent. A lack of a policy addressing particularly exigent circumstances leaves Florida's Rent Deposit Statute controlling, even during times of emergency.

On top of the possibility of landlords abusing the lack of protection provided tenants by the state, landlords have been slow to fix housing that has been rendered uninhabitable. Liliana Caminero, a 54-year-old nurse who lived in a second-floor apartment in Miami that suffered extensive roof damage in the storm, was forced to find another rental due to the damage to her roof, and the black mildew that covered the inside of the apartment. The landlord, she said, hadn't done anything to remedy the situation.<sup>32</sup> This is a common situation in post-Irma Miami, where many tenants have been forced to either attempt to live in uninhabitable conditions, or attempt to look for new rentals elsewhere – with no aid.

---

<sup>28</sup> Katherine Kallergis, "Miamians spend up to 58% of income on rent in minority neighborhoods: report," *The Real Deal*, <https://therealdeal.com/miami/2017/03/31/miamians-spend-more-of-their-incomes-on-rent-in-minority-neighborhoods-report/>.

<sup>29</sup> Katherine Kallergis, "Federal housing vouchers fail to keep up with the rising rents: report" *The Real Deal* (Oct. 16, 2017), <https://therealdeal.com/miami/2017/10/16/federal-housing-vouchers-fail-to-keep-up-with-rising-rents-report/>.

<sup>30</sup> Housing and Urban Development, "FY 2017 Fair Market Rent Documentation System" [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2017\\_code/2017summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2017_code/2017summary.odn)

<sup>31</sup> Danielle Paquette, "Florida Has 828,000 Homes. Less Than a Third Were Built to Survive a Hurricane," *The Washington Post* (Sept. 12, 2017) [https://www.washingtonpost.com/news/wonk/wp/2017/09/12/florida-has-828000-mobile-homes-only-half-are-insured/?utm\\_term=.72cd7df2dc2d](https://www.washingtonpost.com/news/wonk/wp/2017/09/12/florida-has-828000-mobile-homes-only-half-are-insured/?utm_term=.72cd7df2dc2d).

<sup>32</sup> "Renters Find Extra Hurdles to Recovery After Hurricanes," (Oct. 13, 2017) <http://www.miamiherald.com/news/business/article178627841.html>.

## **V. International Perspective**

Several internationally-recognized human rights are implicated by Miami's housing crisis, including: Article 11(1) of the International Covenant on Economic, Social, and Cultural Rights (ICESCR) (right to housing), and Article 25(1) of the Universal Declaration of Human Rights (UDHR) (right to an adequate standard of living, including housing).

## **VI. Recommended Questions**

1. How do the laws of Florida, and especially Florida's Rent Deposit Statute (§ 83.60), prevent tenants from raising habitability claims in their evictions, thereby denying tenants the right to adequate housing?
2. How can we use data models in policy-making to track landlords and municipalities that fail to address issues of unaffordable and uninhabitable housing?

## **VII. Appendices**

- A. Suggested Recommendations
- B. Relevant Florida Statutes
- C. Data
  1. Tabulations of Evictions Data Collected by Legal Services and CJP in June 2017
  2. Mapping of Data Described in Appendix C(1)



## Appendix A

### Suggested Recommendations

The following recommendations are submitted on behalf of CJP and the Miami Law Human Rights Clinic.<sup>33</sup>

1. To keep rents affordable while addressing habitability issues in the current housing stock, the Affordable Housing Trust Funds in City of Miami and Miami-Dade County should be better funded, include community input on allocation decisions, and contribute funds that could be used to rehabilitate decrepit housing subject to a covenant to keep rents affordable to extremely low and very low-income families.
2. The Florida Statute § 83.60 should be revised in accordance with a proposal by State Senator Jose Javier Rodriguez and State Representative Cynthia Stafford during last year's legislative session. This proposal creates a 30-day window of time for a trial to be held and only triggers the rent deposit requirement if the tenant requests a continuance beyond the 30-day period.
3. There should be other ways to hold landlords accountable for uninhabitable conditions.
  - a. Landlords should all register into a database. This would create a track record of the landlord's properties and actions to show if there is a pattern of unlawful or egregious behavior by landlords. Furthermore, local governments could use this data to create tools and technology that map this with census tract maps to monitor when there are other federal housing violations.
  - b. Miami should look to New York on creating equity in eviction cases. New York City recently became the first city in the nation to sign a law that guarantees the right to counsel in housing cases. The law guarantees legal representation to any resident facing eviction whose income is 200 percent of the poverty level or less.<sup>34</sup>

---

<sup>33</sup> Legal Services of Greater Miami, Inc., as a recipient of funds from the Legal Services Corporation, does not join in the policy recommendations.

<sup>34</sup> Kriston Capps, "New York Guarantees a Lawyer to Every Resident Facing Eviction" *The City Lab*, (Aug. 14, 2017) <https://www.citylab.com/equity/2017/08/nyc-ensures-eviction-lawyer-for-every-tenant/536508/>.

## Appendix B

### Relevant Statutes

#### **Florida Statute § 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:

- 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.

**Florida Statute § 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.

**Appendix C(1)**

**Tabulations of Evictions Data Collected by Legal Services and CJP in June 2017**

**Evictions in Miami-Dade – June 19-23, 2017**

Was an answer filed?	Freq.	Percent	Cum.
No	295	71.08	71.08
Yes	120	28.92	100.00
<b>Total</b>	<b>415</b>	<b>100.00</b>	

Was a motion to determine rent filed?	Freq.	Percent	Cum.
No	385	92.77	92.77
Yes	30	7.23	100.00
<b>Total</b>	<b>415</b>	<b>100.00</b>	

Was rent deposited?	Freq.	Percent	Cum.
No	395	95.18	95.18
Yes	20	4.82	100.00
<b>Total</b>	<b>415</b>	<b>100.00</b>	

Is the T			
rep'd by an			
attorney?			
	Freq.	Percent	Cum.
No	401	97.57	97.57
Yes	10	2.43	100.00
-----+-----			
Total	411	100.00	

Has a writ			
of			
possession			
been			
issued?			
	Freq.	Percent	Cum.
No	187	45.95	45.95
Yes	220	54.05	100.00
-----+-----			
Total	407	100.00	

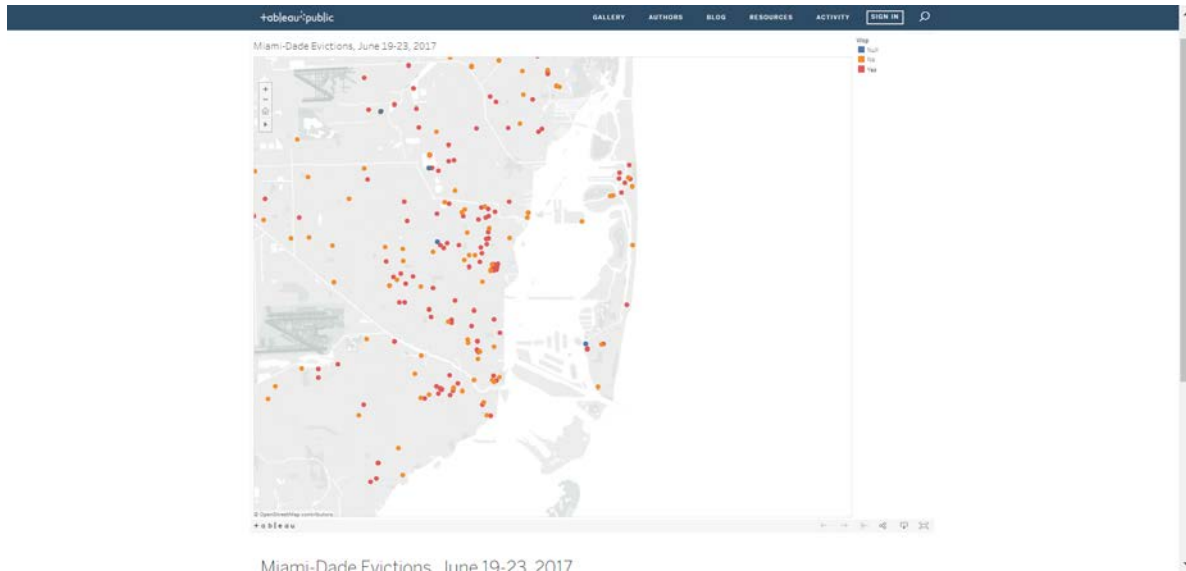
Was Final			
Judgment			
Entered?			
	Freq.	Percent	Cum.
No	152	37.35	37.35
Yes	255	62.65	100.00
-----+-----			
Total	407	100.00	

**Appendix C(2)**

**Mapping of Data Described in Appendix C(1)**



## Mapping of Data Described in Appendix C(1)



<https://public.tableau.com/profile/ellen.degnan#!/vizhome/Miami-DadeEvictionsJune19-232017/Sheet1>

The above map depicts the eviction data. The link is to the interactive version of the map that depicts what homes. As mentioned in Footnote 22 (referencing maps of Miami's racial composition), the data clusters are in communities of color.