

**New 2010 Sections 718.116(11) (for Condominiums) and 720.3085(8)  
(for Homeowner Associations) regarding collections from Tenants**

If the unit/parcel is occupied by a tenant and the unit/parcel owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit/parcel to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit/parcel. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. **A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit/parcel owner.**

(a) If the tenant prepaid rent to the unit/parcel owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit/parcel owner to the association.

(b) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the unit/parcel owner in the amount of monies paid to the association under this section.

(c) The association may issue notices under s. 83.56 and may sue for eviction under ss. 83.59-83.625 as if the association were a landlord under part II of chapter 83 if the tenant fails to pay a required payment to the association. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no duties under s. 83.51.

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