

How to complete a Month-to-Month Lease in Florida

Open-ended residential lease with notice-to-vacate clause and recurring monthly rent.

What this form is for

Landlords and property managers use this form to rent residential property on a rolling monthly basis without a fixed end date, giving both parties flexibility to terminate with proper notice under Florida law.

Before you start

- Property address, unit number, and full legal description from your deed or title insurance
- Current fair market rent for comparable properties in your area
- Security deposit amount you plan to collect (Florida caps this at the equivalent of two months' rent for month-to-month leases)
- Notice period you will require for termination (Florida law requires minimum 15 days for month-to-month tenancies)
- Tenant's full legal name, current address, phone number, and emergency contact information

Step-by-step

1. Fill in the property owner or management company name exactly as it appears on the property title, then enter the tenant's full legal name and the complete property address including unit designations.
2. Specify the monthly rent amount in both numerals and written words, the day of the month rent is due (typically the 1st), and acceptable payment methods such as check, ACH, or online portal.
3. Enter the security deposit amount and clarify how it will be held. Florida requires landlords to notify tenants in writing within 30 days where and how the deposit is being held, whether in a separate interest-bearing account, commingled account, or surety bond.
4. Define the notice-to-vacate requirement for both parties. State the minimum number of days (at least 15 in Florida) and whether notice must be written or can be verbal.
5. List which utilities and services are included in rent versus tenant-paid, and specify any shared utility arrangements if applicable.
6. Detail property maintenance responsibilities, clarifying who handles lawn care, pest control, HVAC filters, and minor repairs under a certain dollar threshold.
7. Include required Florida disclosures such as radon gas notification and any known lead paint hazards if the property was built before 1978.
8. Add provisions for late fees (Florida allows reasonable fees after a grace period), returned check charges, and lease violation penalties.

9. Have both parties sign and date the agreement. Provide the tenant with a fully executed copy within the timeframe required by Florida law.

What lenders look for

- Banks reviewing your rental property portfolio want consistent rental income documentation, so attach a rent roll showing this unit generates predictable monthly cash flow even without a long-term lease commitment.
- Underwriters scrutinize month-to-month leases more carefully than annual leases because the income stream is less stable; be prepared to show low tenant turnover history and strong local rental demand.
- Avoid leaving termination notice periods blank or using vague language like "reasonable notice," which creates uncertainty lenders dislike and may not meet Florida's statutory minimums.