

Attachment 3: Comparison of St. Petersburg and Pinellas County Tenants Bill of Rights Ordinances

This table includes a side by side comparison of provisions related to Notice of Late Fees, Source of Income Discrimination, and Notice of Rental Increase. These are the major provisions of the ordinances and are where some substantive differences between the ordinances can be found (these differences are in bold).

Location	Notice of Late Fees
<p>St. Petersburg (Sec. 20-320)</p>	<p>(b) It shall be unlawful for a landlord to assess a late fee against a renter without first providing written notice to the renter(s), against whom the late fee is assessed, for each late fee assessed.</p> <p>(c) This written notice shall be separate from any notice requirements provided for in a rental agreement and shall be required each time a new late fee is assessed. Only one notice shall be required if the same late fee continues to accrue after delivery of the notice.</p> <p>(d) A written notice, for purposes of this section, shall include:</p> <p>(1) A statement informing the renter that:</p> <ul style="list-style-type: none"> a. A late fee has been incurred; b. The justification for the late fee; c. The amount of the late fee which is due at the time of the notice, and if late fees will continue to accrue, a statement explaining the rate at which such fees will continue to accrue; and d. A reference to the language in the applicable rental agreement which establishes the amount in which late fees are determined. <p>(2) A written notice, for purposes of this section, may be delivered:</p> <ul style="list-style-type: none"> a. In an email to an email address provided by a renter on a rental agreement or subsequent written agreement for receiving notices; b. On paper, and delivered via certified mail to an address provided by a renter on a rental agreement; or c. On paper, and posted securely on the front door of the rental unit subject to the late fee; or <p>Violations of this section of the St. Petersburg City Code shall be punishable by a fine of \$300.00 for a first offense, and \$500.00 for each subsequent offense.</p>
<p>Pinellas County (Sec. 42-436)</p>	<p>(a) It shall be unlawful for any landlord to assess a late fee against a tenant without first providing written notice to the tenant, against whom the late fee is assessed, for each late fee assessed.</p> <p>(b) This written notice shall be separate from any notice requirements provided for in a rental agreement and shall be required each time a new late fee is assessed. Only one (1) notice shall be required if the same late fee continues to accrue after delivery of the notice.</p> <p>(c) A written notice, for purposes of this section, shall include a statement informing the tenant that:</p> <ul style="list-style-type: none"> (1) A late fee has been incurred; (2) The justification for the late fee; (3) The amount of the late fee which is due at the time of the notice, and if late fees will continue to accrue, a statement explaining the rate at which such fees will continue to accrue; and (4) A reference to the language in the applicable rental agreement which establishes the amount of late fees to be assessed. <p>(d) A written notice, for purposes of this section, may be delivered:</p> <ul style="list-style-type: none"> (1) In an email to an email address provided by a tenant on a rental agreement or subsequent written agreement for receiving notices; (2) On paper, and delivered via certified mail to an address provided by a tenant on a rental agreement; (3) On paper, and posted securely on the front door of the rental unit subject to the late fee; or (4) On paper, and hand delivered to the tenant. <p>(e) There shall be a rebuttable presumption that a landlord has complied with this section if the landlord can produce one of the following, which was sent or posted on the day the late fee was assessed:</p> <ul style="list-style-type: none"> (1) A copy of an email, with the required information set forth above, sent to an email address for the tenant that is provided for as a contact method in that tenant's written rental agreement or subsequent written agreement; or (2) A copy of a written and dated letter, with the required information set forth above, and either: <ul style="list-style-type: none"> a. A dated certification from the USPS of delivery of the letter to an address for the tenant that is provided for as a contact method in that tenant's written rental agreement; or b. A time-stamped photograph of the letter clearly posted on the front door of the rental unit subject to the late fee; or c. A signed and dated affidavit by the delivery person certifying hand delivery of the notice to the tenant on the date delivered. <p>(f) This section does not create any private causes of action and may only be enforced as set forth herein.</p> <p>(g) This section does not apply to short-term rentals with non-recurring rental terms of 30 days or less.</p> <p>Sec. 42-438 Enforcement</p> <p>(b) Violation of this article is punishable by a fine of \$500.00 for a first offense and any subsequent offenses.</p>

Location	Source of Income Discrimination - Income Standard
<p>St. Petersburg (Sec. 20-330)</p>	<p>(d)It shall be unlawful for any person, including but not limited to; any owner, lessee, lessor, sublessee, sublessor, assignee, assignor, manager, real estate broker, condominium association, homeowners' association, cooperative association, or any representative of any of the foregoing:</p> <p>(1)To refuse to rent after the making of a bona fide offer, to refuse to negotiate for the rental of, or otherwise to make unavailable or deny, a rental unit to any person because of their source of income;</p> <p>(2)To discriminate against any person in the terms, conditions, or privileges of the rental of a rental unit, or in the provision of services or facilities in connection therewith, because of their source of income;</p> <p>(3)To represent to any person because of their source of income that any dwelling is not available for inspection or rental when such rental unit is in fact so available;</p> <p>(4)To make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a rental unit that indicates any preference, limitation, or discrimination based on a source of income, or an intention to make any such preference, limitation, or discrimination; or</p> <p>(5)To induce or attempt to induce, for profit, any person to rent any rental unit by a representation regarding the entry or prospective entry into the neighborhood of a person or persons distinguished by a source of income.</p> <p>(e)It shall not be a violation of subsection section 20-330(e) for a landlord to deny a rental unit to a renter who intends to pay with a protected source of income based solely on the amount of rent the renter is able to pay , the renter's rental history, or other such qualifications that apply to all renters regardless of how they intend to pay rent, nor shall this section be interpreted to require a landlord to alter a rental unit to meet any requirement specific to a government program covered by section 20-330(b) if such alteration is not otherwise required by laws applicable to the rental of such unit.</p>
<p>Pinellas County (Sec. 42-435)</p>	<p>(a)It shall be unlawful and is hereby prohibited for any landlord:</p> <p>(1)To refuse to rent, show or lease, to refuse to negotiate for the rental of, or otherwise to make unavailable or deny, a rental unit to any tenant because of that tenant's lawful source of income, or because of the tenant's status with regard to a public assistance program, or because of any requirements of a public assistance program.</p> <p>(2)To discriminate against any tenant in the terms, conditions, or privileges of the rental or lease of a rental unit, or in the provision of services or facilities in connection therewith, because of that tenant's lawful source of income.</p> <p>(3)To use a financial or income standard in assessing a tenant's eligibility for a rental unit based on a total dollar amount that is greater than the portion of the rent to be paid directly by the tenant in instances where a lawful source of income will be used to pay for the remainder of the rent for the rental unit. This paragraph shall not be construed as requiring a landlord to: (a) reduce the amount of rent normally charged for a rental unit; or (b) waive any security deposit, fee or similar charge required from all tenants renting rental units from that landlord.</p> <p>(4)To represent to any tenant because of the tenant's lawful source of income that any rental unit is not available for inspection or rental when such rental unit is in fact so available.</p> <p>(5)To make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a rental unit that indicates any preference, limitation, or discrimination based on a lawful source of income, or an intention to make any such preference, limitation, or discrimination.</p> <p>(6)To induce or attempt to induce another person, for profit, to rent any rental unit by representations regarding the entry or prospective entry into the neighborhood of a tenant with particular lawful sources of income.</p>

Location	Source of Income Discrimination - Required Inspection Period and Insurance Provision
St. Petersburg (Sec. 20-330)	(f) It shall be a defense to the prosecution of a violation of this section if a landlord can provide substantial, competent evidence, in writing, demonstrating that either (i) an inspection required by a government program covered by section 20-330(b) was requested by the landlord or renter, in writing, and was not performed within five business days from such request by no fault of the landlord, or (ii) the leasing of additional units to renters utilizing housing choice vouchers will increase the insurance cost to a landlord for existing insurance coverage the landlord has maintained for more than one year.
Pinellas County (Sec. 42-435)	(c) It shall be a defense to the prosecution of a violation of this section if a landlord can provide evidence demonstrating that an inspection required by a government grant, loan or housing assistance program was requested in writing by a landlord or tenant and said inspection was not performed within ten (10) business days through no fault of the landlord.

Location	Notice of Rent Increase
St. Petersburg (Sec. 20-360)	<p>(a) For the purposes of Chapter 20, Article VII of the St. Petersburg City Code, "Notice of Rent Increase" shall mean a document that notifies a Renter their Rent is increasing at a specific time and identifies what the new rental rate shall be at said time.</p> <p>(b) A Landlord must provide a Renter with a Notice of Rent Increase in accordance with the timeframes set forth below, for each increase in Rent in an amount more than 5% higher than the amount of Rent charged to the same Renter:</p> <p>(1) 60 days prior to the effective date of such new rental rate if the Rental Agreement is for a term of one year or longer; or</p> <p>(2) 30 days prior to the effective date of such new rental rate if the Rental Agreement is for a term of three months or greater, but less than one year; or</p> <p>(3) 15 days prior to the effective date of such new rental rate if the Rental Agreement is for a month-to-month term.</p>
Pinellas County (Sec. 42-437)	<p>(a) A landlord must provide a tenant with a Notice of Rent Increase in accordance with the timeframes set forth below, for each increase in rent in an amount more than 5% higher than the amount or rent charged to the same tenant:</p> <p>(1) 60 days prior to the effective date of such new rental rate if the rental agreement is for a term for one (1) year or longer; or</p> <p>(2) 30 days prior to the effective date of such new rental rate if the rental agreement is for a term of three (3) months or greater, but less than one (1) year; or</p> <p>(3) 15 days prior to the effective date of such new rental rate if the rental agreement is for a month-to-month term.</p>