

Lease and tenant application

A complete leasing packet for a Florida community association: the cover checklist, the application itself, the per-adult screening authorization, the owner's certification, and the decision record the association keeps.

This template is built for all three association types. A condominium, a cooperative and a homeowners' association collect nearly the same information and operate under three different fee rules, so the packet starts with a chapter selection that changes what the fee section is allowed to say. Set that first. Everything downstream depends on it.

What this template fixes

We read the lease and occupancy applications that Florida associations actually publish. The structure in those forms is good and worth copying. The money is not.

Three defects recur, and all three are statutory rather than stylistic:

1. **Fees above the cap.** Chapter 718 sets a per-applicant ceiling and a share of published condominium forms sit above it.
2. **Fees charged on renewals.** The statute does not cap a renewal fee. It prohibits one outright when the lessee is the same person.
3. **Per-adult pricing.** The statute counts a married couple, or a parent and their dependent children, as a single applicant for the purpose of calculating the fee. Forms that charge each adult separately overcharge most families that apply.

A fourth defect is quieter and costs more when it surfaces: security deposits collected with no escrow account, no stated cap and no refund procedure, in a statute that permits the deposit only with all three.

This packet is organized so a board cannot commit any of those four by accident.

Part one: board setup

Complete this part once, at adoption. It is not part of what an applicant receives. Keep the completed copy with the adopted form in the association's official records so a future board can see what was decided and why.

Step 1. Select the chapter that governs this association

Association type	Governing chapter	Per-applicant fee ceiling	Renewal fee
Condominium	Ch. 718, Fla. Stat.	\$150 per applicant, adjusted for inflation	Prohibited for the same lessee

Association type	Governing chapter	Per-applicant fee ceiling	Renewal fee
		(see step 3)	
Cooperative	Ch. 719, Fla. Stat.	\$100 per applicant	Prohibited for the same lessee
Homeowners' association	Ch. 720, Fla. Stat.	No per-applicant ceiling appears in Chapter 720	Chapter 720 is silent

Selected: ☐ Condominium ☐ Cooperative ☐ Homeowners' association

A homeowners' association gets no statutory ceiling and no statutory permission. Both the authority to charge and the amount come from the declaration, articles or bylaws, and a fee that no governing document authorizes has no source. Have counsel confirm the authority before this form quotes any dollar figure.

Step 2. Confirm the association actually has approval authority

Cite the document and the section that gives this association the right to approve or disapprove a lease:

- Document: _____ (declaration / articles / bylaws)
- Article and section: _____
- Recorded at OR book _____ page _____, _____ County

If nothing in the governing documents requires association approval of a lease, this packet does not apply. An association without approval authority may still ask a tenant to acknowledge the rules, but it is running a courtesy registration, not an approval process, and it may not charge a fee for one. Under § 718.112(2)(k), Fla. Stat., and § 719.106(1)(i), Fla. Stat., the fee is permitted only where the association is required to approve the transfer and the fee is provided for in the governing documents. Both conditions, not either.

Step 3. Set the fee, using the counting rule

The counting rule

For a condominium, § 718.112(2)(k), Fla. Stat., provides that a fee charged in connection with a lease or sublease may be preset but may not exceed \$150 per applicant, and that "spouses or a parent or parents and any dependent children are considered one applicant" for the purpose of calculating the fee.

For a cooperative, § 719.106(1)(i), Fla. Stat., sets the ceiling at \$100 per applicant and treats husband and wife, or parent and dependent child, as one applicant.

The rule counts households, not adults. Work the applicant count first, then multiply.

Who is applying	Applicants	Condominium maximum	Cooperative maximum
One adult	1	\$150	\$100
A married couple	1	\$150	\$100
A married couple and two dependent children	1	\$150	\$100
One parent and one dependent child	1	\$150	\$100
Two unrelated roommates	2	\$300	\$200
A parent and an adult child who is not a dependent	2	\$300	\$200
Three unrelated adults	3	\$450	\$300

Two things the counting rule does not do. It does not limit who the association may screen: every adult occupant can still be asked to sign a screening authorization and submit identification. And it does not entitle the association to recover its screening vendor's per-person cost when that cost runs above the ceiling. The ceiling is on what the association charges, not on what the association spends.

The inflation adjustment

The condominium figure moves. Section 718.112(2)(k), Fla. Stat., requires the fee to be adjusted every five years by the total of the annual increases in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, over that period, and directs the Department of Business and Professional Regulation to calculate the adjusted amount, round it to the nearest dollar, and publish it.

Do not print \$150 on a form and leave it there for a decade, and do not print an adjusted figure you have not confirmed. Check the department's published amount at adoption and again at each review.

- Statutory base figure: \$150 per applicant
- Current published adjusted figure, if any: \$ _____
- Source and date checked: _____
- Figure this association will charge: \$ _____ per applicant

The cooperative figure in § 719.106(1)(i), Fla. Stat., carries no equivalent adjustment clause. Treat \$100 as the ceiling unless counsel advises otherwise.

One approval, one total

Real packets often collect two payments: one to the association and one to the management company. Split the payment if the bank accounts require it, but do not treat the split as two ceilings. Every charge imposed in connection with approving this lease, whatever it is called on the form and whoever the check is written to, counts toward one per-applicant total. An association that charges \$150 to itself and \$75 to its manager for the same approval has charged \$225. Have counsel confirm the treatment before adopting a split-payee structure.

- Payee 1: _____ Amount: \$ _____
- Payee 2: _____ Amount: \$ _____
- Combined total per applicant: \$ _____ (must not exceed the ceiling in step 3)

Renewals

Section 718.112(2)(k), Fla. Stat., and § 719.106(1)(i), Fla. Stat., both provide that where the lease or sublease is a renewal with the same lessee or sublessee, a charge may not be made. This is a prohibition, not a discount. Zero.

The form asks whether the term is new, a renewal or seasonal in section 2. Wire that answer to the fee line: when renewal is selected for the same lessee, the fee is \$0 and the payment section does not apply.

Renewal fee for the same lessee: \$0. Do not edit this line.

Step 4. Decide whether to take a security deposit, and set it up correctly

A security deposit is optional. Taking one carelessly is not.

For a condominium, § 718.112(2)(k), Fla. Stat., permits the association to require a prospective lessee to place a security deposit only where the authority appears in the declaration, articles or bylaws. The deposit may not exceed the equivalent of one month's rent. It must go into an escrow account maintained by the association. It protects against damage to the common elements or association property, not against unpaid rent and not against damage inside the unit. Interest, claims, refunds and disputes follow part II of chapter 83, Fla. Stat.

For a cooperative, § 719.106(1)(i), Fla. Stat., mirrors that structure, with two differences worth noting: the deposit protects the common areas or cooperative property, and the association must refund the full deposit or give the tenant written notice of any claim against it within 15 days after the tenant vacates. Disputes follow § 83.49, Fla. Stat.

Complete before this section renders on the applicant's copy:

- ☐ We are not taking a security deposit. Delete only the security deposit block inside section 2C of the applicant packet, the block marked "Render only if the board completed step 4." Leave the rest of section 2C in place, because it carries the lease term, the rent, the applicant count and the fee that section 1 directs the applicant to pay.
- ☐ We are taking one. Authority appears at: _____
 - Escrow institution and account: _____

- Deposit amount, not to exceed one month's rent: \$_____
- Month's rent under the proposed lease: \$_____
- Refund and claim-notice deadline: 15 days after the tenant vacates (cooperative), or as provided in part II of chapter 83 and the governing documents (condominium and homeowners' association). Confirmed by counsel on _____

Do not add a non-refundable move-in fee, move-in deposit, elevator fee or key deposit on top of a security deposit already at the one-month ceiling. The statute authorizes a deposit at that ceiling. It does not authorize a second charge wearing a different name.

Note that chapter 83, Fla. Stat., is not part of the Common Elements statute reference at the time of writing. Have counsel read part II of chapter 83 before adopting deposit language.

Step 5. Test your rental restriction against the prospectivity rule

If this association adopted or amended a rental restriction, this step decides who it binds.

Homeowners' associations. Under § 720.306(1)(h)1., Fla. Stat., a governing document or amendment enacted after July 1, 2021, that prohibits or regulates rental agreements applies only to a parcel owner who acquired title after the effective date of that document or amendment, or who consented to it. Subparagraph 2. carves out two amendments that do bind everyone: a restriction on rental terms of less than six months, and a prohibition on renting a parcel more than three times in a calendar year. Subparagraph 4. provides that a change of ownership does not occur when an owner conveys to an affiliated entity, when beneficial ownership does not change, or when an heir becomes the owner.

Condominiums. Under § 718.110(13), Fla. Stat., an amendment prohibiting rentals, altering the duration of the rental term, or specifying or limiting how many times an owner may rent during a period applies only to owners who consented and owners who took title after the amendment's effective date. There is no July 2021 threshold and no short-term carve-out in that subsection.

Complete this and keep it. It is the answer to the question the association will be asked when it denies an application:

- Restriction relied on: _____
- Date enacted or amended: _____
- Does it restrict terms of less than six months, or cap rentals at three per calendar year? ☐ Yes ☐ No
- If yes, and this is a homeowners' association, it binds all owners under § 720.306(1)(h)2.
- If no, it binds only owners who took title after that date or who consented.

Section 2 of the application asks for the owner's date of acquisition for exactly this reason. A minimum lease term applied uniformly to every owner regardless of when they bought is the most common way an association loses this argument.

Step 6. Set the review window against the meeting calendar

Neither Chapter 718 nor Chapter 720 sets a deadline for the association to act on a lease application. The window comes from the governing documents, and in practice it is driven by when the board or screening committee actually meets.

Write the real deadline, not a round number:

- Complete packets must be received by _____ (time) on _____ (day) before the _____ meeting.
- The association will respond within _____ days of receiving a complete packet, as provided at _____ of the governing documents.
- An incomplete packet is not a submission and does not start the clock.

Do not print “no response within 30 days constitutes approval” unless the governing documents actually say so. It is not a statutory rule, and a form that invents one gives away an approval the association never voted on.

Part two: the applicant packet

Everything below this line is what the applicant receives.

Lease and tenant application

[ASSOCIATION NAME] [street address] [city], Florida [ZIP] [phone] [email]

Submit to: _____ (association office / management agent)

Section 1. Submission checklist

Read this page before completing anything else. An incomplete packet is returned unreviewed and does not reserve a place on the meeting agenda.

Your packet is complete when all of the following are enclosed:

- ☐ This application, every section completed, no blanks
- ☐ A signed screening authorization for each occupant 18 or older (section 12, one page per adult)
- ☐ A copy of government-issued photo identification for each occupant 18 or older
- ☐ A fully executed copy of the lease, signed by the owner and by every adult tenant
- ☐ The rules and regulations acknowledgment, signed separately (section 13)
- ☐ The owner's certification, signed by the record owner (section 14)
- ☐ Payment as set out in section 2C, made payable as directed. Renewals with the same tenant carry no fee.
- ☐ Proof of rabies vaccination and current license for each dog, if applicable (section 9)
- ☐ Photographs and registration for each vehicle, if the association requires them (section 8)

Deadline: _____ Where to deliver: _____

Questions: _____

The association reviews the packet, not the individual documents as they arrive. Send everything together.

Section 2. Property, owner, and lease term

2A. The property

- Address of the unit or parcel: _____
- Unit / lot / building number: _____
- Association account or folio number, if known: _____

2B. The record owner (lessor)

- Owner name or names, exactly as titled: _____
- Owner mailing address, if different from the property: _____
- Owner phone: _____ Owner email: _____
- Date the owner acquired title: _____
- Is the owner current on all assessments and other monetary obligations to the association? ☐ Yes ☐ No
- Owner's agent or realtor, if any: _____ Phone: _____
- Tenant's agent or realtor, if any: _____ Phone: _____

The date of acquisition is not administrative trivia. It determines which rental restrictions apply to this owner. See section 14.

2C. The lease

- Type: ☐ New tenancy ☐ Renewal with the same tenant ☐ Seasonal ☐ Sublease ☐ Assignment
- Lease term: from _____ to _____
- Monthly rent: \$ _____
- Is this a renewal with the same lessee named in the prior lease? ☐ Yes ☐ No

Fee. If you checked "renewal with the same lessee," no fee is due. Skip to section 3.

Otherwise:

- Number of applicants, counted under the rule in section 3 of this form: _____
- Fee per applicant: \$ _____
- Total due: \$ _____
- Payable to: _____
- Second payee, if any: _____ Amount: \$ _____

Security deposit. [Render only if the board completed step 4.]

- Amount: \$ _____ (may not exceed one month's rent)
- Held in escrow at: _____
- What it covers: damage to the common elements or association property. It does not cover unpaid rent and it does not cover the interior of the unit or parcel.
- Refund or written claim notice: within _____ days after the tenant vacates.

Section 3. Applicant and co-applicant

An applicant is every adult who will sign the lease or occupy the unit as a resident. Complete a copy of this section for each.

For fee purposes only, spouses count as one applicant, and a parent or parents together with their dependent children count as one applicant. Everyone else counts separately. This affects what you pay. It does not reduce who must be listed, who must sign a screening authorization, or who must provide identification.

Applicant 1

- Full legal name: _____
- Any other names used, including maiden name: _____
- Date of birth: _____
- Phone: _____ Email: _____
- Current address: _____
- Relationship to applicant 2, if any: _____
- Government-issued photo ID: type _____ number _____ issuing state _____
- Social Security number (optional; used only for the screening report and destroyed afterward): _____

Applicant 2

- Full legal name: _____
- Any other names used, including maiden name: _____
- Date of birth: _____
- Phone: _____ Email: _____
- Current address: _____
- Relationship to applicant 1: _____
- Government-issued photo ID: type _____ number _____ issuing state _____
- Social Security number (optional): _____

Attach an additional sheet for a third or fourth adult applicant.

Section 4. Occupant roster

List every person who will live in the unit, including children and including the applicants named above. The association uses this roster for emergency access, amenity access and occupancy limits.

Full name	Age	Relationship to applicant	Adult (18+)?
			☐
			☐

Full name	Age	Relationship to applicant	Adult (18+)?
			☐
			☐
			☐
			☐

Total occupants: _____ Adults: _____ Minors: _____

Occupancy limit for this unit under the governing documents or applicable code: _____

Anyone not listed here who later moves in must be added by written notice to the association before occupancy.

Section 5. Residence history

Provide the last three years. If you have owned rather than rented, say so and give the mortgage servicer instead of a landlord.

Current residence

- Address: _____
- Dates: from _____ to _____
- ☐ Rented ☐ Owned
- Landlord or servicer: _____ Phone: _____
- Monthly payment: \$ _____
- Reason for leaving: _____

Prior residence

- Address: _____
- Dates: from _____ to _____
- ☐ Rented ☐ Owned
- Landlord or servicer: _____ Phone: _____
- Monthly payment: \$ _____
- Reason for leaving: _____

Section 6. Employment and income

Applicant 1

- Employer: _____
- Position: _____ Length of employment: _____
- Supervisor or HR contact and direct phone: _____
- Employer address: _____

Applicant 2

- Employer: _____
- Position: _____ Length of employment: _____
- Supervisor or HR contact and direct phone: _____
- Employer address: _____

If retired, self-employed, a student or not currently employed, describe the source of funds that will pay the rent: _____

The association does not require pay stubs or bank statements. The screening report and the landlord reference carry this section. Provide documentation only if the association asks you for it in writing.

Section 7. References

Two references who are not related to you and are not your current landlord.

1. Name: _____ Relationship: _____ Phone: _____
2. Name: _____ Relationship: _____ Phone: _____

Section 8. Vehicles

List every vehicle that will be parked at the property, including a vehicle belonging to an occupant who is not an applicant.

Year	Make	Model	Color	Plate	State	Registered owner

- Assigned space or garage, if applicable: _____
- Parking decal or access device number issued: _____

Boats, trailers, recreational vehicles and commercial motor vehicles are governed separately by the parking rules. Ask before you arrive with one.

A note for homeowners' associations. Section 720.3075(3)(d), Fla. Stat., provides that a homeowners' association's documents may not preclude a property owner, or that owner's tenant, guest or invitee, from parking a personal vehicle, including a pickup truck, in the owner's driveway or in any other area where they have a right to park under state, county and municipal regulations, and may not prohibit parking a work vehicle that is not a commercial motor vehicle as defined in § 320.01(25), Fla. Stat., in the owner's driveway, regardless of insignia or visible designation. A homeowners' association using this form should not deny a tenant over a pickup truck or a lettered work van in the driveway.

Section 9. Pets and assistance animals

☐ No animal will live in or visit the unit regularly. Sign here and skip the rest of this section:

Otherwise, complete one row per animal:

Type	Breed	Name	Age	Weight	Color	Spayed or neutered	Rabies vaccination expires
						☐	
						☐	

Attach for each dog: proof of current rabies vaccination, the current county license, and a photograph.

Assistance animals. A service animal or an emotional support animal is not a pet, is not subject to the pet rules, breed limits or weight limits, and no pet fee or pet deposit applies to it. If you need an accommodation for a disability, say so here and the association will send you its request procedure rather than processing the animal through this section.

☐ I am requesting a reasonable accommodation for an assistance animal.

Federal and Florida fair housing law govern this request. The association will not ask about the nature or severity of a disability. [Board note: have counsel confirm the association's accommodation procedure against the Fair Housing Act and chapter 760, Fla. Stat., before adopting this form. Chapter 760 is outside the Common Elements statute reference at the time of writing and this paragraph is drafting practice, not a verified statutory citation.]

Section 10. Emergency contact

Someone who does not live with you and can be reached if the association cannot reach you.

- Name: _____ Relationship: _____
- Phone: _____ Alternate phone: _____
- Email: _____
- Address: _____

Is this person authorized to enter the unit in an emergency? ☐ Yes ☐ No

Section 11. Disclosure questions

Answer each question. A "yes" answer is not automatically disqualifying. The association considers the circumstances, how long ago the matter occurred, and whether it bears on your tenancy here. If you answer yes, attach a short written explanation.

1. In the last seven years, have you been evicted, or has a landlord filed an eviction action against you that resulted in a judgment or a court-approved settlement? ☐ Yes ☐ No

2. In the last seven years, have you been convicted of, or pleaded guilty or no contest to, a criminal offense involving violence against a person, arson, or the manufacture or sale of a controlled substance? ☐ Yes ☐ No
3. Are you currently required to register as a sex offender or sexual predator in any state? ☐ Yes ☐ No
4. In the last three years, has a community association denied your application, terminated your tenancy, or brought an enforcement action against you? ☐ Yes ☐ No

Explanations: _____

The association considers a “yes” answer individually. It weighs how long ago the matter occurred, what has happened since, and whether the conduct has any bearing on the safety of residents or the condition of the property. It does not apply an automatic bar.

[Board note: these four questions are deliberately narrower than what the corpus of published forms asks. Blanket criminal-history questions with no time limit and no relevance filter carry federal fair housing disparate-impact exposure. Do not widen them without counsel. Question 3 tracks a public registry and is generally defensible; questions 1, 2 and 4 are time-limited and offense-limited on purpose. Bankruptcy questions were removed entirely: they screen for a federally protected act rather than for tenancy risk.]

Section 12. Screening authorization

Photocopy this page. One signed page per occupant aged 18 or older. Do not combine two people on one page.

Screening authorization

Property: _____ Unit: _____

I authorize [ASSOCIATION NAME] and its designated screening agent to obtain a consumer report about me for the purpose of evaluating this lease application. That report may include credit history, criminal record history, eviction and civil court records, and verification of the employment and residence history I provided.

I authorize the persons and companies I named as employers, landlords and references to release information about me to the association and its screening agent for this purpose.

I understand that:

- I have the right to know whether a consumer report was requested and the name and address of the agency that supplied it.
- If the association takes adverse action based in whole or in part on a consumer report, I am entitled to a copy of that report and a statement of my rights under the Fair Credit Reporting Act.
- I may dispute the accuracy of anything in the report directly with the reporting agency.
- This authorization applies to this application only.

Full legal name: _____ Other names used: _____

_____ Date of birth: _____ Social Security number (optional): _____
_____ Government-issued photo ID: type _____ number _____ state _____
_____ Current address: _____
Signature: _____ Date: _____

Section 13. Rules and regulations acknowledgment

Sign this separately from the application. It is the association's evidence that you received the rules before you moved in, and it is the document the association relies on if it later has to enforce them.

I have received and read the governing documents and rules of [ASSOCIATION NAME] provided to me with this packet, specifically:

- ☐ Declaration ☐ Bylaws ☐ Articles of incorporation ☐ Rules and regulations, dated _____
- ☐ Parking rules ☐ Pet rules ☐ Amenity rules ☐ Move-in and delivery procedures
- ☐ Other: _____

I understand that:

1. I am bound by these documents for the entire term of my tenancy, in the same way the owner is, and I am responsible for the conduct of my household, guests and invitees.
2. The association may enforce these documents against me directly. It may suspend common-area and amenity use rights and it may levy a fine.
3. Before any fine or suspension, the association must give at least 14 days' written notice and an opportunity for a hearing before a committee of at least three people appointed by the board who are not officers, directors or employees of the association, or the spouse, parent, child, brother or sister of one. If that committee does not approve the proposed fine or suspension by majority vote, it may not be imposed. See § 718.303(3), Fla. Stat., for a condominium, § 719.303(3), Fla. Stat., for a cooperative, and § 720.305(2), Fla. Stat., for a homeowners' association.
4. If my landlord falls behind on money owed to the association, the association may demand in writing that I pay my rent directly to the association until the landlord's obligation is paid in full. Paying the association when it makes that demand protects me from an eviction for nonpayment. See § 718.116(11)(a), Fla. Stat., § 719.108(10)(a), Fla. Stat., and § 720.3085(8), Fla. Stat.
5. My right to live here comes from the lease and from the association's approval. If either ends, my right to occupy ends with it.

Applicant 1 signature: _____ Date: _____ Applicant 2 signature: _____
_____ Date: _____

Section 14. Owner certification

Signed by the record owner. If the unit is owned by an entity or a trust, the person signing must state their authority.

I am the record owner of the property identified in section 2, or I am authorized to act for the owner. I certify that:

1. The information in section 2 is accurate, including the date I acquired title.
2. I have given the applicant a complete copy of the association's governing documents and current rules.
3. The lease submitted with this packet is the entire agreement between me and the applicant. There is no side agreement, and no undisclosed occupant.
4. I remain responsible to the association for assessments, for compliance with the governing documents, and for the conduct of my tenant, guests and invitees. Leasing the property does not transfer that responsibility.
5. I am current on all monetary obligations to the association, or I have disclosed any delinquency in section 2B.
6. I understand that if I become delinquent, the association may demand rent directly from my tenant under the statutes cited in section 13, and that my tenant's payments to the association satisfy the tenant's rent obligation to me to that extent.
7. I will notify the association in writing when this tenancy ends, when it is renewed, and when any occupant changes.
8. I will not permit occupancy before the association has approved this application in writing.

Owner name: _____ Signing capacity, if not an individual owner:

Signature: _____ Date: _____

Section 15. Applicant certification

I certify that everything I have provided in this packet is true and complete. I understand that a material misstatement or omission is grounds for denial, and grounds for the association to revoke an approval already granted.

I understand that:

- Approval is required before I take occupancy. Moving in before written approval is a violation, whatever the lease says about its start date.
- Approval covers the people listed on the occupant roster in section 4 and no one else.
- The association's approval does not make the association a party to my lease and does not make it my landlord.
- The association will keep this packet in its records and will handle the personal information in it in accordance with its records policy.

Applicant 1 signature: _____ Date: _____ Applicant 2 signature:

Date: _____

Part three: association use only

Do not send this part to the applicant. It stays with the association.

Receipt and completeness

- Date packet received: _____ Received by: _____
- Fee received: \$_____ Payable to: _____ Instrument or reference: _____
- ☐ Renewal with the same lessee. No fee due, none collected.
- Security deposit received: \$_____ Deposited to escrow account _____ on _____
- Packet complete? ☐ Yes ☐ No
- If no, date returned to applicant: _____ Items missing: _____

An incomplete packet does not start the review window. Record the date the completed packet arrived, not the date the first page did.

Fee audit

Complete this before depositing the payment. It takes thirty seconds and it is the record that shows the association charged lawfully.

- Chapter selected in board setup step 1: ☐ 718 ☐ 719 ☐ 720
- Ceiling per applicant: \$_____
- Applicant count under the household rule: _____
- Maximum lawful total: \$_____
- Amount actually charged, all payees combined: \$_____
- Charged total does not exceed the maximum: ☐ Confirmed
- Renewal with the same lessee: ☐ Yes, and \$0 was charged ☐ No
- Verified by: _____ Date: _____

If the charged total exceeds the maximum, refund the difference before the application is heard. Do not carry the overage as a credit.

Screening

- Screening agent: _____
- Report ordered: _____ Report received: _____
- Adults screened: _____ of _____ listed on the occupant roster
- ☐ Every adult on the roster signed a separate authorization

Restriction check

- Rental restriction relied on, if any: _____
- Date the restriction was enacted or amended: _____
- Owner's date of acquisition (from section 2B): _____
- Does the restriction bind this owner? ☐ Yes ☐ No
- Basis: ☐ Owner took title after the restriction ☐ Owner consented ☐ Restriction covers terms under six months or the three-per-year cap and binds all owners under § 720.306(1)(h)2., Fla. Stat. ☐ Restriction does not bind this owner
- Checked by: _____ Date: _____

Run this check before the vote, not after the denial.

Decision

Meeting or committee action date: _____ Body deciding: ☐ Board ☐ Screening committee ☐ Management, under delegated authority at _____

Decision:

- ☐ **Approved.** Effective _____
- ☐ **Approved with conditions.** Conditions stated below. All conditions must be capable of being satisfied and must be tied to a specific document provision.
- ☐ **Denied.** Reasons stated below.
- ☐ **Incomplete, returned.** Not a decision. The application was not heard.

Conditions, if any:

1. Condition: _____ Document provision relied on: _____
2. Condition: _____ Document provision relied on: _____

Reasons, if denied. Complete both columns for each reason. A denial recorded without both is not a usable record.

Provision relied on (document, article, section)	What specifically does not conform

[Board note: Chapter 718 and Chapter 720 do not impose the specificity requirement here that § 720.3035(4)(a), Fla. Stat., imposes on an architectural denial. This template requires it anyway. A denial that names the provision and the nonconforming fact is the association's best evidence that the decision rested on the governing documents rather than on the applicant, and it is the record the association will want if the denial is later challenged. Never record a denial as a bare checkbox. Have counsel review any denial that touches race, color, national origin, religion, sex, familial status, disability or any other protected characteristic before it is sent.]

Notice to the applicant

- Date the applicant was notified: _____ Method: ☐ Hand delivery ☐ Mail ☐ Email
- ☐ If the decision rested in whole or in part on a consumer report, the applicant was given the adverse action notice, the name and address of the reporting agency, and notice of the right to a free copy and to dispute.
- Certificate of approval issued: ☐ Yes, on _____ ☐ Not applicable

Three dates decide whether this association met its own window: received, decided, notified. Fill in all three every time.

Access and move-in

- Access devices, fobs or gate codes issued: _____ Date: _____
- Amenity access activated: ☐ Yes ☐ No
- Move-in scheduled for: _____
- Elevator or loading reservation, if applicable: _____
- Tenant added to the association's directory and emergency contact list: ☐ Yes

Tenancy record

- Lease term on file: _____ to _____
- Renewal expected: _____
- Date the association was notified the tenancy ended: _____
- Deposit refunded or claim notice sent on: _____ Amount refunded: \$ _____

What this template deliberately leaves out

Every item below appears in published Florida association leasing forms. Each one is omitted here on purpose, and a board that adds it back should know what it is adding.

A fee above the chapter ceiling. Section 718.112(2)(k), Fla. Stat., caps a condominium at \$150 per applicant, subject to the inflation adjustment that section requires. Section 719.106(1)(i), Fla. Stat., caps a cooperative at \$100 per applicant. Published forms carry \$200, \$250, \$450 and \$500 figures, including at condominium-named associations.

A renewal fee. Both statutes prohibit any charge on a renewal with the same lessee or sublessee. Not a reduced fee. No fee.

Flat per-adult pricing. Both statutes collapse spouses, and a parent or parents with dependent children, into one applicant for the fee calculation. A form that multiplies by adults overcharges most families.

A security deposit with no escrow account, no cap and no refund procedure. The deposit is permitted only where the governing documents authorize it, only up to one month's rent, only in an escrow account maintained by the association, and only against damage to the common elements or association property. See § 718.112(2)(k), Fla. Stat., and § 719.106(1)(i), Fla. Stat.

A non-refundable move-in fee stacked on a security deposit already at the ceiling. No statute authorizes the second charge.

An unlimited criminal history question. Replaced with four time-limited, offense-limited questions and an individualized assessment. The exposure is federal fair housing disparate impact, and it is real.

Birth certificates, marriage licenses, immigration or visa status questions, and any surcharge for a non-United-States resident. Familial status and national origin exposure. Removed entirely.

A bankruptcy question. It screens for the exercise of a federal right rather than for tenancy risk.

A uniform minimum lease term applied to every owner. Under § 720.306(1)(h), Fla. Stat., a post-July-2021 homeowners' association rental restriction binds only owners who took title afterward or consented, with two carve-outs. Under § 718.110(13), Fla. Stat., a condominium rental amendment binds only consenting owners and later purchasers. This form asks for the owner's acquisition date so the association can tell the difference.

A blanket ban on a tenant's pickup truck or work vehicle in a driveway, in a homeowners' association. Section 720.3075(3)(d), Fla. Stat., forecloses it.

A deemed-approval clause. Nothing in Chapter 718 or Chapter 720 deems an application approved because the association did not answer. Printing one gives away an approval the board never granted.

A denial with no stated reason. Kept out by requiring the provision and the nonconforming fact in the decision block.

Statutory basis

Verified against the Common Elements statute reference. Confirm each against the current text before adopting, since statutes change and the citations below reflect the text as held at the time of drafting.

Citation	What it governs here
§ 718.112(2)(k), Fla. Stat.	Condominium transfer fees: no fee unless approval is required and the fee is provided for in the declaration, articles or bylaws; \$150 per applicant ceiling; spouses, and a parent or parents with dependent children, count as one applicant; no charge on a renewal with the same lessee; five-year inflation adjustment published by the Department of Business and Professional Regulation; security deposit permitted only if authorized, capped at one month's rent, held in an association escrow account, limited to common element and association property damage, with interest, claims, refunds and disputes under part II of chapter 83
§ 719.106(1)(i), Fla. Stat.	Cooperative transfer fees: same structure at a \$100 per applicant ceiling; husband and wife, or parent and dependent child, count as one applicant; no charge on a renewal with the same lessee; escrow security deposit capped at one month's rent; full refund or written claim notice within 15 days after the tenant vacates; disputes under § 83.49, Fla. Stat.

Citation	What it governs here
Chapter 720, Fla. Stat.	Contains no per-applicant transfer fee ceiling. A homeowners' association's authority to charge and the amount it may charge both rest on the governing documents
§ 720.306(1)(h), Fla. Stat.	Homeowners' association rental restrictions enacted after July 1, 2021 bind only owners who took title afterward or consented; restrictions on terms under six months and a three-rentals-per-calendar-year cap bind everyone; conveyance to an affiliated entity, unchanged beneficial ownership, and inheritance are not changes of ownership
§ 718.110(13), Fla. Stat.	Condominium amendments prohibiting rentals, altering the rental term or limiting rental frequency bind only consenting owners and owners who took title after the effective date
§ 720.3075(3)(d), Fla. Stat.	Homeowners' association documents may not preclude an owner or the owner's tenant, guest or invitee from parking a personal vehicle, including a pickup truck, in the driveway or where they otherwise have a right to park, and may not prohibit a non-commercial work vehicle in the driveway regardless of insignia
§ 718.303(3), Fla. Stat.	Condominium fines and suspensions: \$100 per violation, \$1,000 aggregate, 14 days' written notice, hearing before a committee of at least three board-appointed people who are not officers, directors, employees or their close relatives, and the committee must approve by majority vote
§ 719.303(3), Fla. Stat.	Cooperative fines and suspensions: \$100 per violation, \$1,000 aggregate, 14 days' written notice, hearing before a committee of at least three board-appointed people who are not officers, directors, employees or their close relatives, and the committee must approve by majority vote
§ 720.305(2), Fla. Stat.	Homeowners' association fines and suspensions: \$100 per violation and \$1,000 in the aggregate, with the phrase "unless otherwise provided in

Citation	What it governs here
	the governing documents” attached to each of those two figures in the statutory text, so a homeowners’ association is the one chapter of the three where the governing documents can move the per-violation figure as well as the aggregate; 14 days’ written notice of the right to a hearing, hearing within 90 days before a committee of at least three people meeting the same independence test, and the committee must approve by majority vote. Chapters 718 and 719 are flat at \$100 per violation with no such escape
§ 718.116(11)(a), Fla. Stat.; § 719.108(10)(a), Fla. Stat.; § 720.3085(8), Fla. Stat.	Where the unit or parcel is tenant-occupied and the owner is delinquent, the association may demand that the tenant pay rent directly to the association until the owner’s obligations are satisfied

Cited but outside the Common Elements statute reference at the time of drafting, and therefore not verified here: part II of chapter 83 and § 83.49, Fla. Stat. (security deposit handling), chapter 760, Fla. Stat. (Florida fair housing), the federal Fair Housing Act, and the Fair Credit Reporting Act. Every statement in this template that rests on those is drafting practice rather than a verified citation, and each is flagged where it appears.

Adoption record

- Adopted by the board on: _____
- Motion carried: ☐ Yes, vote _____ to _____
- Reviewed by counsel: ☐ Yes, by _____ on _____ ☐ No
- Fee figure confirmed against the current published amount on: _____
- Next scheduled review: _____
- Version: _____ Supersedes version _____ dated _____

Review this form annually and after any legislative session that touches Chapter 718, 719 or 720. The fee ceiling in particular is a moving number, and a form that quotes a stale one is the easiest kind of mistake to make and the easiest to catch.