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COMMENTARIES

LANDLORD'S LAMENT: NEW TENANT REMEDIES IN FLORIDA*

Admittedly there are building and health codes and there is a law that governs the landlord's obligation to the tenant; but the bitter fact is that they do not adequately protect the tenant.[1]

Over 20 million people in America live in substandard or deteriorated rental housing units.[2] In Florida alone 16.1 per cent of all rental housing is classified as dilapidated.[3] The chronic problem of decent housing for the disadvantaged persists.[4] The plight of the slum tenant remains "littered and unlit hallways, stairways with steps and banisters missing, walls and ceiling with holes, exposed wiring, broken windows, leaking pipes, stoves and refrigerators that do not work or only work now and then. And always the cockroaches, the rats, and the dread of the winter cold and uncertain heat."[5]

Legislatures[6] and city governing bodies[7] have responded with housing and health codes designed to impose upon the landlord maintenance standards for rental premises.[8] However, lack of enforcement[9] and extremely

*EDITOR'S NOTE: This commentary received the *University of Florida Law Review Alumni Association Commentary Award* as the outstanding commentary submitted during the winter 1972 quarter.

1. Quinn & Phillips, *The Law of Landlord-Tenants: A Critical Evaluation of the Past with Guidelines for the Future*, 38 FORDHAM L. REV. 225 (1970).

2. This figure was computed by taking the number of dilapidated or deteriorated occupied rental housing units, 5.3 million, G. BEYER, HOUSING AND SOCIETY 144 (1965), and multiplying by the average number in a United States household, 3.8 persons, U.S. BUREAU OF THE CENSUS, STATISTICAL ABSTRACT OF THE UNITED STATES 35 (1966). *See* Note, *Tenant Unions: Collective Bargaining and the Low Income Tenant*, 77 YALE L.J. 1368 (1968).

3. U.S. BUREAU OF THE CENSUS, STATISTICAL ABSTRACT OF THE UNITED STATES 702 (1969). There are 2,000 substandard housing units in the city of Gainesville, Fla., 350 of which have been condemned. University of Florida, Alligator, Feb. 9, 1972, at 16, col. 2.

4. REPORT OF THE NATIONAL ADVISORY COMM'N ON CIVIL DISORDERS 257 (1968) [hereinafter cited as REPORT].

5. Quinn & Phillips, *supra* note 1, at 225.

6. *See, e.g.*, CONN. GEN. STAT. ANN. §§19-342 to -375 (1968); FLA. STAT. ch. 509 (1969); N.J. STAT. ANN. §§55.13-A-1 to -A-29 (Supp. 1970).

7. *See, e.g.*, ST. PETERSBURG, FLA. CODE ch. 58 (1959).

8. *See, e.g.*, Yoder v. Greenwald, 246 So. 2d 148 (3d D.C.A. Fla. 1971) (construing FLA. STAT. §509.221 (1969)).

9. Some sections of Gainesville, Florida have never been inspected. *See* Bellows, *Slum Owners: the Poor Pay*, University of Florida, Aligator, Feb. 9, 1972, at 16, col. 1. An editorial in the same edition enumerates two provisions for enforcement of the Gainesville housing regulations: (1) legal steps can be initiated by the city attorney, (2) the city can make repairs to correct the violations, at the expense of the owner. Neither provision has ever been used by the city. Id. at 15, col. 1. *Accord*, REPORT, *supra* note 4, at 259; Gribetz & Grad, *Housing Code Enforcement: Sanctions and Remedies*, 66 COLUM. L. REV. 1254 (1966); Levi. *Focal Leverage Points in Problems Relating to Real Property*, 66 COLUM. L. REV. 276-79 (1966); Comment, *Rent Withholding and Improvement of Substandard Housing*, 53 CALIF. L. REV. 304, 314-16 (1965).

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light penalties[10] tend to undermine the effectiveness of the codes.[11] Additionally, most courts have not allowed tenants to assert any rights based on the codes[12] and, therefore, leave those most interested in requiring compliance with no effective enforcement remedy.[13]

Unfortunately, property concepts have not provided additional aid in the tenant's quest for adequate housing.[14] To fully understand landlord-tenant law one must escape the sprawling urban, industrial world with its high-rise apartments, teeming masses, skyscrapers, and despicable ghettos and return to the countryside in a time when men lived off the land and were totally self-sufficient.[15] Lanlord-tenant law developed in response to the needs of feudal agrarian society where a lease was thought to convey the land with all rights and liabilities of ownership.[16] Since, in such a setting, the value of the housing structure was secondary to the agricultural use of the land, the tenant logically was required to maintain the premises.[17] Moreover, any repairs were usually of such a nature that they could easily be made by the tenant.[18]

With the advent of industrialization and the modern urban tenant,

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10. *See* Gribetz & Grad, *supra* note 9, at 1276. One article commented that such fines carry all the moral ignominy of a traffic ticket. Quinn & Phillips, *supra* note 1, at 241.

11. *See* note 9 *supra*.

12. *See, e.g.*, Davar Holdings, Inc. v. Cohen, 280 N.Y. 828, 21 N.E.2d 882 (1939), *aff'g* 255 App. Div. 445, 7 N.Y.S.2d 911 (1st Dep't 1938).

13. Reporting code violations to the proper authorities usually results in no action being taken. Quinn & Phillips, *supra* note 1, at 239-42. Often, however, such reports lead to retaliation by the landlord. *See, e.g.*, Edwards v. Habib, 397 F.2d 687 (D.C. Cir. 1968), *cert. denied*, 393 U.S. 1016 (1969); Wilkins v. Tebbetts, 216 So. 2d 477 (3d D.C.A. Fla. 1968). In *Edwards* the federal court ruled that retaliatory eviction was illegal. The Florida court in *Wilkins* reached a substantially opposite result. Furthermore, in a recent case when an agency entrusted with enforcing the housing code did proceed against a landlord, the court refused to make the landlord comply. Safer v. City of Jacksonville, 237 So. 2d 8 (1st D.C.A. Fla. 1970).

14. Schoshinski, *Remedies of the Indigent Tenant: Proposal for Change*, 54 GEO. L.J. 519, 530 (1966); Note, *Judicial Expansion of Tenants' Private Law Rights: Implied Warranties of Habitability and Safety in Residential Urban Leases*, 56 CORNELL L. REV. 489 (1971).

15. For an examination of the rigid and illogical character of Florida landlord-tenant law *see* Brownlee v. Sussman, 238 So. 2d 317 (3d D.C.A. Fla. 1970). The landlord in that case brought an action under the Delinquent Tenant Act, FLA. STAT. §§83.01 *et seq.* (1969), and the tenant interposed as affirmative defenses: the dwelling was substandard, the building was in violation of various building code provisions, the lease was entered into for an illegal purpose and could not be enforced, there was a failure of consideration, there was a constructive eviction, and the landlord had unclean hands. The court granted a motion by the landlord to strike the affirmative defenses and ruled that the only defense to the action was payment of rent. *See* notes 1, 14 *supra*.

16. *See, e.g.*, Javins v. First Nat'l Realty Corp., 428 F.2d 1071, 1074-75 (D.C. Cir.), *cert. denied*, 400 U.S. 925 (1970); Lemle v. Breeden, 51 Hawaii 426, 429, 462 P.2d 470, 472 (1969); Quinn & Phillips, *supra* note 1, at 228, 231.

17. Javins v. First Nat'l Realty Corp., 428 F.2d 1071, 1074 (D.C. Cir.), *cert. denied*, 400 U.S. 925 (1970).

18. 428 F.2d at 1077.

however, the idea of a tenant maintaining the premises[19] and being interested in the land is quite illogical.[20] The modern day tenant primarily values the lease because it provides him with a place to live.[21] A federal court recently noted:[22]

> The city dweller who seeks to lease an apartment on the third floor of a tenement has little interest in the land 30 or 40 feet below, or even in the bare right to possession within the four walls of his apartment. When American city dwellers, both rich and poor, seek 'shelter' today, they seek . . . a package which includes not merely walls and ceilings, but also adequate heat, light and ventilation, serviceable plumbing facilities, secure windows and doors, proper sanitation, and proper maintenance.

In response to the conflict between agrarian-grounded property rules and the needs of urban tenants, the courts developed the concept of constructive eviction.[23] Under this doctrine the tenant would be relieved of his rent obligation if he could demonstrate that he *abandoned* the premises as a result of actual interference by the landlord[24] or a failure by the landlord to maintain the premises in breach of his duty to assure quiet enjoyment and possession.[25] Florida recognized the doctrine of constructive eviction in *Hankins v. Smith*.[26] There, the landlord had conveyed the premises to an insolvent third party for the purpose of causing an illegal eviction of the tenant while at the same time frustrating any claim the tenant might have for damages. The court rules that the landlord's action had constructively evicted the tenant, since the new owner was acting under the landlord's direction. Although Florida has also extended the doctrine to include a failure to provide adequate maintenance services,[27] the concept of constructive eviction has not provided an effective remedy to the tenant seeking adequate housing[28] because the doctrine necessitates abandonment, forcing the tenant to face today's urban housing shortage.[29]

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19. *See* note 14 *supra*.

20. Javins v. First Nat'l Realty Corp., 428 F.2d 1071, 1078 (D.C. Cir.), *cert. denied*, 400 U.S. 925 (1970).

21. 428 F.2d at 1074; Lemle v. Breeden, 51 Hawaii 426, 430, 462 P.2d 470, 473 (1969).

22. Javins v. First Nat'l Realty Corp., 428 F.2d 1071, 1074 (D.C. Cir.), *cert. denied*, 400 U.S. 925 (1970). *Accord*, Lemle v. Breeden, 51 Hawaii 426, 462 P.2d 470 (1969); Kline v. Burns, 111 N.H. 87, 276 A.2d 248 (1971); Marini v. Ireland, 56 N.J. 130, 265 A.2d 526 (1970); Academy Spires, Inc. v. Brown, 111 N.J. Super. 477, 268 A.2d 556 (Dist. Ct. 1970).

23. *See, e.g.*, Richards v. Dodge, 150 So. 2d 477 (2d D.C.A. Fla. 1963); Berwick Corp. v. Kleinginna Inv. Corp., 143 So. 2d 684 (3d D.C.A. Fla. 1962).

24. *E.g.*, Hankins v. Smith, 103 Fla. 892, 138 So. 494 (1931).

25. *See, e.g.*, Berwick Corp. v. Kleinginna Inv. Corp., 143 So. 2d 684 (3d D.C.A. Fla. 1962); Overstreet v. Rhodes, 212 Ga. 521, 93 S.E.2d 715 (1956); Nesson v. Adams, 212 Mass. 429, 99 N.E. 93 (1912); Sewell v. Hukill, 138 Mont. 242, 356 P.2d 39 (1960).

26. 103 Fla. 892, 138 So. 494 (1931).

27. *See, e.g.*, Berwick Corp. v. Kleinginna Inv. Corp., 143 So. 2d 684 (3d D.C.A. Fla. 1962).

28. *See* notes 1, 14 *supra*.

29. In the first quarter of 1969 the average vacancy of rental housing units within

As an alternative, recent decisions have expanded an old exception to the rule of caveat emptor[30] in landlord-tenant law. For example, the Supreme Court of Hawaii, in *Lemle v. Breeden*,[31] responded to current urban needs and realities by ruling that a covenant of habitability was implied in every lease of residential property. In that case the infestation of the leased premises with rats amounted to a sufficient invasion of the tenant's right to quiet enjoyment and beneficial use of the premises to render it uninhabitable. The implication of this covenant into leases has allowed other courts to state a tenant's rent in proportion to loss of use occasioned by the landlord's failure to maintain habitability.[32] Breaches of this covenant include: failure to provide heat, garbage disposal, and elevator service to a third floor apartment;[33] failure to correct 1,500 violations of the housing code;[34] and failure to eradicate vermin.[35]

The Florida appellate courts have yet to rule upon the covenant of habitability. Nevertheless, Florida has applied the covenant of quiet enjoyment in a manner that strongly resembles the covenant of habitability used in other jurisdictions. For example, in *Carner v. Shapiro*[36] the tenant operated a retail clothing store on the demised premises. The tenant's right to do business was substantially frustrated while the landlord remodeled

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standard metropolitan statistical areas (50,000 population or more) was 4.3% U.S. BUREAU OF THE CENSUS, *supra* note 3 at 699. Furthermore, when a tenant relies on constructive eviction and abandons, he faces the possibility that he may not be able to prove the requisite interference to invoke the doctrine. In that case he would have an obligation to pay rent even for the time he has been out of possssion. *See, e.g.*, Tregoning v. Reynolds, 136 Cal. App. 154, 28 P.2d 79 (3d Dist. 1934); Richards v. Dodge, 150 So. 2d 477 (2d D.C.A. Fla. 1963); Northwestern Realty Co. v. Hardy, 160 Wis. 324, 151 N.W. 791 (1915).

30. The exception was that a covenant of habitability would be implied into short-term leases of furnished dwellings. Nevertheless, that exception had been strictly limited by the courts. *See, e.g.*, Smith v. Marrable, 152 Eng. Rep. 693 (Ex. 1843); Ingalls v. Hobbs, 156 Mass. 348, 31 N.E. 286 (1892); Pines v. Perssion, 14 Wis. 2d 590, 111 N.W.2d 409 (1961). Florida has not recognized this exception.

31. 51 Hawaii 426, 462 P.2d 470 (1969); *accord,* Javins v. First Nat'l Realty Corp., 428 F.2d 1071 (D.C. Cir.), *cert. denied,* 400 U.S. 925 (1970); Kline v. Burns, 111 N.H. 87, 276 A.2d 248 (1971); Marini v. Ireland, 56 N.J. 130, 265 A.2d 526 (1970); Berzito v. Gambino, 114 N.J. Super. 124, 274 A.2d 865 (Dist. Ct. 1971); Morbeth Realty Corp. v. Rosenshine, 67 Misc. 2d, 323 N.Y.S.2d 363 (N.Y. City Civ. Ct. 1971).

32. *See, e.g.*, Academy Spires, Inc. v. Brown, 111 N.J. Super. 477, 268 A.2d 556 (Dist. Ct. 1970).

33. *Id.*

34. Javins v. First Nat'l Realty Corp., 428 F.2d 1071 (D.C. Cir.), *cert. denied,* 400 U.S. 925 (1970).

35. Buckner v. Azulai, 251 Cal. App. 2d 1013, 59 Cal. Rptr. 806 (Los Angeles County Super. Ct. 1967).

36. 106 So. 2d 87 (2d D.C.A. Fla. 1958). In McClosky v. Martin, 56 So. 2d 916 (Fla. 1951), the supreme court appears to have applied the covenant without the need for abandonment. However, the basis for the holding is not explicit. The landlord had constructed a sign on adjoining property that obliterated the view of the tenant's restaurant from the highway. The court pointed out that the sign amounted to a nuisance, and apparently held that because it was a nuisance it amounted to a breach of the covenant of quiet enjoyment implied in the lease. The remedy accorded the tenant was an abatement in rent.

the upper stories of the building. The tenant sought both to collect damages and to enjoin the landlord from further interference with his quiet and beneficial enjoyment. The appellate court affirmed the finding that the interference was sufficient to constitute a breach of the covenant of quiet enjoyment.[37] Notwithstanding his failure to abandon, the tenant was awarded damages, which in effect amounted to an abatement in rent.[38]

Since the lease in *Carner* was commercial[39] the argument could be advanced that application of the covenant of quiet enjoyment should be limited strictly to commercial leases. Possibly a distinction could be made on the differential cost between uprooting a business and transferring it to another location and moving one's personal belongings from one house or apartment to another. Nevertheless, no such distinction has been made by Florida courts in deciding analogous[40] constructive eviction cases.[41] Furthermore, Florida courts have consistently held that the covenant of quiet enjoyment is implied in every lease in Florida—residential and commercial.[42]

If the possible distinction between commercial and residential leases is disregarded, the import of Florida's approach to the concept of quiet enjoyment could provide the tenant with a viable remedy in his efforts to obtain adequate housing. This concept could also open the door for judicial creativity in Florida landlord-tenant law. For instance, Florida courts, following the principles delineated in *Javins v. First National Realty Corp.*[43] could imply building, health, and safety codes into leases. The result would be greater compliance with the legislative intent to maintain adequate housing, since sporadic governmental enforcement would be replaced by an enforceable remedy in the tenant. At the same time these codes would

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37. Carner v. Shapiro, 106 So. 2d 87, 89 (2d D.C.A. Fla. 1958).

38. *Id.; accord,* Barry v. Holmesley, 24 Ariz. 375, 210 P. 318 (1922); Stockton Dry Goods Co. v. Girsh, 221 P.2d 186 (3d Dist. 1950), *rev'd on other grounds,* 36 Cal. App. 667, 227 P.2d 1 (Cal. 1951); Tooke v. Allen, 85 Cal. App. 2d 230, 192 P.2d 804 (2d Dist. 1948); Harmont v. Sullivan, 128 Iowa 309, 103 N.W. 951 (1905); Boyer v. Commercial Bldg. Inv. Co., 110 Iowa 491, 81 N.W. 720 (1900); Winchester v. O'Brien, 266 Mass. 33, 164 N.E. 807 (1929); Ennis v. Ring, 56 Wash. 2d 465, 353 P.2d 950 (1960); *cf.* Thurman v. Trim, 199 Kan. 679, 433 P.2d 367 (1967); Moe v. Sprankle, 32 Tenn. App. 33, 221 S.W.2d 712 (1948). *Contra,* Jones Motor Co. v. Niedringhaus, 323 S.W.2d 31 (Mo. Ct. App. 1959); Richker v. Georgandis, 323 S.W.2d 90 (Tex. Civ. App. 1959).

39. Carner v. Shapiro, 106 So. 2d 87 (2d D.C.A. Fla. 1958) (demised premises used as a retail clothing store); McClosky v. Martin, 56 So. 2d 916 (Fla. 1951) leasehold operated as a restaurant).

40. Constructive eviction is considered a breach of the covenant of quiet enjoyment. Hankins v. Smith, 103 Fla. 892, 138 So. 494 (1931).

41. *Compare* Richards v. Dodge, 150 So. 2d 477 (2d D.C.A. Fla. 1963), *with* Berwick Corp. v. Kleinginna Inv. Corp., 143 So. 2d 684 (3d D.C.A. Fla. 1962).

42. *See, e.g.,* Hankins v. Smith, 103 Fla. 892, 138 So. 494 (1931); Richards v. Dodge, 150 So. 2d 477 (2d D.C.A. Fla. 1963); Berwick Corp. v. Kleinginna Inv. Corp., 143 So. 2d 684 (3d D.C.A. Fla. 1962).

43. 428 F.2d 1071 (D.C. Cir.), *cert. denied,* 400 U.S. 925 (1970). Implication of legislative provisions into leases is not alien to Florida landlord-tenant law. *See, e.g.,* Ardell v. Milner, 166 So. 2d 714 (3d D.C.A. Fla. 1964).

provide the courts with an objective standard for deciding when a breach of the covenant had occurred.[44]

Moreover, the courts have an opportunity to be creative in choosing a remedy after a breach is established. For example, a court, following the current trend, could appoint a receiver to collect rents and make the necessary repairs.[45] Another alternative would be suspension of the tenant's obligation to pay rent until the landlord eliminates the interferences with the tenant's beneficial and quiet enjoyment. Furthermore, the court could order an abatement in rent.[46]

Although these remedies may be avaliable in the absence of abandonment, proving interference on the part of the landlord is still a prerequisite to relief.[47] Such interference can be caused directly by the landlord,[48] by third parties working under his direction or with his acquiescence,[49] or by the landlord's dereliction of his duties.[50] Furthermore, substantial interference with the tenant's beneficial use and enjoyment of the premises will support the tenant's cause of action.[51]

Possibly Florida's largest stride toward adequate tenant remedies was made by the third district court of appeal in *State* ex rel. *Brown v. Sussman*.[52] In that case tenants alleged that multiple housing code violations and unsanitary conditions in their apartment house constituted a public nuisance. The tenants asked the court to enjoin their landlord from operating the apartment house and collecting rents.[53] The trial court, relying on *Sawyer v. Robbins*,[54] dismissed the complaint without leave to amend. The *Sawyer* court held that a violation of the minimum housing code was not necessarily a public nuisance within the meaning of Florida Statutes, section 823.05,[55]

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44. *See* notes 9-13 *supra* and accompanying text.

45. *Cf.* Javins v. First Nat'l Realty Corp., 428 F.2d 1071 (D.C. Cir.), *cert. denied*, 400 U.S. 925 (1970). *See also* ILL. REV. STAT. ch. 24, §11-31-2 (1967).

46. McClosky v. Martin, 56 So. 2d 916 (Fla. 1951).

47. *Id.* at 918.

48. *E.g.*, Fifth Ave. Bldg. v. Kernochan, 221 N.Y. 370, 117 N.E. 579 (Ct. App. 1917).

49. *See, e.g.*, Hankins v. Smith, 103 Fla. 892, 138 So. 494 (1931); Carner v. Shapiro, 106 So. 2d 87 (2d D.C.A. Fla. 1958).

50. *See, e.g.*, Berwick Corp. v. Kleinginna Inv. Corp., 143 So. 2d 684 (3d D.C.A. Fla. 1962).

51. Carner v. Shapiro, 106 So. 2d 87 (2d D.C.A. Fla. 1958).

52. 235 So. 2d 46 (3d D.C.A. Fla. 1970).

53. The core of the complaint supporting the tenants' prayer for relief alleged: "(1) the premises are infested with vermin, insects, and rodents inside and out; (2) furniture supplied by the defendants is unsafe and unfit for use; (3) the exterior of the building and the premises are maintained in an unsanitary and unhealthy manner in that raw sewage, stagnant water, trash, and debris are permitted to accumulate thereon; (4) sewage waste disposal facilities are not properly constructed in that sewer gas or effluvia rise into the first and second floor apartments . . . ." *Id.* at 47.

54. 213 So. 2d 515 (3d D.C.A. Fla. 1968).

55. FLA. STAT. §823.05 (1969). It also provides for enjoining the nuisance under FLA. STAT. §60.05 (1969), which allows any citizen of the county in which the nuisance exists to bring suit in the name of the state. The tenants in *Brown* brought suit under that provision. State *ex rel.* Brown v. Sussman, 235 So. 2d 46 (3d D.C.A. Fla. 1970).

which provides that the proprietor of a building that tends to annoy or injure the health of the community shall be guilty of maintaining a nuisance.

The *Brown* appellate court distinguished *Sawyer*[56] on the basis that the *Brown* "complaint, although relying in part upon violation of the housing code, went much further in its allegations."[57] The complaint alleged "in detail factual matters which, if established by proof, would constitute serious dangers to the health of the tenants and to the public generally."[58]

Brown appears to open the way for tenant suits based on the public nuisance statutes.[59] However, the tenant must demonstrate that the landlord has allowed substantially unsafe or unsanitary conditions to exist. In addition, the conditions must tend to annoy the community or injure its health. In that regard the court in *Brown* recognized that while the plaintiffs were tenants they were also a part of the community.[60]

Furthermore, since section 60.05[61] allows a business incident to the maintenance of the nuisance to be enjoined,[62] tenant suits pursuant to its provisions could be very effective remedies. For example, a court could enjoin the landlord from conducting his rental business until he abates the conditions constituting the nuisance.[63] Such an impediment on the landlord's source of income could provide considerable stimulus toward alleviation of the unsafe or unsanitary conditions. It could also serve to deter landlords from allowing rental premises to dilapidate to a substandard level.

Finally, as the court in *Brown* recognized, actions based on the rental contract are both "cumbersome and unlikely to be adequate."[64] In that context prompt adjudication and the use of temporary injunctions[65] would appear to make the public nuisance theory the best alternative to palliate the rigidity of landlord-tenant law.[66]

Housing and health codes have failed as efforts to maintain adequate housing.[67] Slumlords have thrived on the inability of tenants to enforce the codes or to find adequate remedies within traditional landlord-tenant property law.[68] However, the covenant of quiet enjoyment and the public nuisance statutes may give Florida tenants more leverage in closing the prodigious

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56. Sawyer v. Robbins, 213 So. 2d 515 (3d D.C.A. Fla. 1968). The tenant's complaint in *Sawyer* consisted solely of allegations of multiple housing code violations.
57. State *ex rel.* Brown v. Sussman, 235 So. 2d 46, 47 (3d D.C.A. Fla. 1970).
58. *Id.*
59. FLA. STAT. §§60.06, 823.05 (1969).
60. State *ex rel.* Brown v. Sussman, 235 So. 2d 46, 48 (3d D.C.A. Fla. 1970).
61. FLA. STAT. §60.05 (1969), *as amended by* Fla. Laws 1971, ch. 71-268.
62. FLA. STAT. §60.05 (2) (d) (1969).
63. See State *ex rel.* Brown v. Sussman, 235 So. 2d 46, 48 (3d D.C.A. Fla. 1970).
64. *Id.*
65. FLA. STAT. §60.05 (1969).
66. See note 15 *supra* and accompanying text.
67. *See* Gribetz & Grad, *Housing Code Enforcement: Sanctions and Remedies,* 55 COLUM. L. REV. 1254, 1255-59 (1966).
68. *See* notes 13, 15 *supra* and accompanying text.