

Consumer Tips

What happens after disaster strikes?



Don't become a Victim after the disaster!

Office of State Attorney
Investigative Division

There may be times when any of us are faced with recovering from a natural disaster. We have compiled this list of things to be wary of after the storm has passed.

Home Repair

- Know your contractor. A frequent problem after a disaster is "fly-by-night" contractors who take deposits before starting work or final payment before finishing. Ask for a list of recent customers and call them for references.
- Get at least three estimates. Be certain the estimates are itemized and for the same work. Variations in the proposals should be noted.
- Beware of repair business or individuals who solicit door-to-door, arrive in unmarked vehicles, have a post office box or temporary address, claim they are for another county or state and are in the area solely to help disaster victims, or offer to work for you only if you secure the necessary permits.
- Check with your local building department to find out the minimum repairs/alteration cost which requires permitting. File a Notice of Commencement with your local permitting office and a notarized Release of Lien to ensure your home is not sold for monies not recouped by others that might not have been paid by the contractor. To obtain information about Florida's Construction Lien Law, call the Florida Department of Business and Professional Regulation at (850) 487-1395.
- Check on the contractor's address, license and complaint history by contacting the Florida Department of Business and Professional Regulation through their website at www.myfloridalicense.com or via telephone at (850) 487-1395, or contact your city or county building department. For further complaint information, call the

Florida Department of Agriculture and Consumer Services at 1-800-HELP-FLA (1-800-435-7352)

Have a written contract for your repairs and understand it before you sign. The contract should include the following items at a minimum:

- The work to be done and the exact type of materials to be used should be specified.
- The contract should contain a beginning date and a final completion date. If a penalty assessment is stated for failing to meet the completion date, the amount of the penalty should be stated and how it is to be assessed.
- The contract should specify the terms of payment.
- Any warranties or guarantees of workmanship and materials should be explicitly stated in the contract. Be sure of the duration and what is covered.
- If the contract is on a "cost plus" or hourly basis, get a written estimate and if possible, a "ceiling" (maximum amount to be paid).
- The contract should specify that the contractor is to obtain all permits or variances, carries full insurance on all employees and "subcontractors", release you from all liens, and provide for a proper clean up.

Some home improvement or repair contracts may be canceled without penalty or obligation by midnight of the third business day after signing.

They are:

- Those signed at a place other than the seller's normal place of business, unless you requested the specific product or service.
- All door-to-door agreements, except for emergency home repairs.
- Those paid on a installment basis.

Price Gouging

In the wake of a disaster, essentials such as food, fuel, ice, generators, lanterns, lumber, lodging, etc. may be in short supply. Charging exorbitant or excessive prices for these or any other necessities is illegal. Under Florida Statutes, Sections 501.160 and 501.205 it is illegal to charge unconscionable prices for goods or services following a declared state of emergency. Individuals or businesses found guilty of price gouging could face fines up to \$1,000 per violation, or up to a maximum of \$25,000 per day.

Report price gouging by calling the Florida Department of Agriculture and Consumer Services at 1-800-HELP-FLA (1-800-435-7352), or complete an online Price Gouging Complaint Form at www.800helpfla.com.

Landlord Tenant Law

- If, due to a disaster, the landlord refuses to renew your lease, terminates your month-to-month rental agreement, or increases your rent substantially, you can seek a court decision on whether the rental agreement or any part of it is unconscionable or if the landlord is acting in a retaliatory manner.
- If the premises is damaged or destroyed due to powers beyond your control and it is rendered unlivable, you may move out and stop paying rent. First you must give notice, in writing, by hand-delivery or certified mail, to the landlord, describing the condition of the home and your intention to vacate. In the letter, include an address where your deposit should be sent.
- When you move out, the landlord must either return your deposit (plus interest, if

applicable) within 15 days of termination of the lease if the landlord does not intend to impose a claim upon the security deposit; or justify in writing by certified mail, to the tenant's last known mailing address within 30-days upon termination of a lease, as to why they are keeping a portion of, or all of the deposit. If the notice is not sent as required within the 30-day period the landlord forfeits his right to impose a claim upon the deposit, unless you fail to give proper notice prior to vacating. If you object to the claim, you may take the matter to small claims court.

- Keep a copy of any notice you give to the landlord in addition to any notices received.
- Take pictures of the home, inside and out, showing the damage and keep them for your records. The pictures will be important should you have to defend yourself in court on an eviction procedure, or if the landlord refuses to return your deposit because you terminated your rental agreement early because of damage to the home.
- If the rental home is damaged but is still livable, you only have to pay rent for the value of the part you can use. Before withholding rent, give notice to the landlord, in writing, by hand-delivery or certified mail, advising the landlord of the problems, requesting they be fixed within a specified period of time, and stating the deduction for the fair rental value of the part of the premises damaged or destroyed.
- If you are unable to pay the full rent due to financial difficulties cause by a natural disaster, talk with the landlord and try to reach a mutually agreeable solution. Do not wait until the rent is past due.

Important Phone Numbers

Federal Emergency Management Agency (FEMA) Registration
1-800-621-FEMA (3362)
TTY: 1-800-462-7585

State of Florida Emergency Information 24-Hour Hotline
1-800-342-3557

Florida Department of Agriculture and Consumer Services Hotline
1-800-HELP-FLA (435-7352)
Español 1-800-FL-AYUDA (352-9832)

Florida Attorney General's Price Gouging Hotline 1-800-646-0444

Office of the State Attorney
16th Judicial Circuit

Key West
Suite 201, 530 Whitehead Street
305-292-3400

Marathon
4695 Overseas Highway
305-289-2593

Key Largo
88820 Overseas Highway
305-852-7170