Consumer Protection Division

Frequently Asked Questions

Table of Contents

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

Frequently Asked Questions

Consumer

Motor Vehicle Repair Issues

The repair shop wants more money than they told me it would cost to repair my car?

You can bond out your car. To do so, obtain a copy of the bill from the shop and file a bond for the amount of the final repair bill plus storage charges, if any, with the Clerk of the Circuit Court at 201 SE 6th Street in Fort Lauderdale. The Clerk will issue a certificate directing the shop to release your vehicle. You may wish to ask a police officer to be present when you deliver the certificate to the shop. The repair shop then has 60 days to file a lawsuit against you to recover the money you posted as bond for the repair. If the shop files a lawsuit against you, a hearing will be held and the court will determine how much the shop should receive from the bond money; any amount remaining will be returned to you. If the shop does not sue you within 60 days, the Clerk will return the bond money to you.

The repair shop didn't replace the plug repair after changing the oil in my vehicle; now the engine is blown?

We can only seek to recover the amount you paid the shop for the oil change. The resulting damage to your engine and the cost of repairing it is considered a damage complaint which can only be addressed through the courts. If you choose to file a lawsuit in court against the repair shop, the maximum recovery in Small Claims Court is $5,000. If your damage complaint is greater than that amount, you should consult a private attorney before you proceed.

The repair shop gave me a warranty after repairing my vehicle, but now they won't honor it?

You should file a complaint with us if the warranty provided by the shop is in writing. If the warranty given was oral, you will need to seek to enforce it through the courts.

The repair shop repaired my vehicle last week, and now I'm having the same problem again?

If you have already taken your vehicle back to the repair shop that did the work and it will not address the problem, you should file a complaint with us. When doing so, you should provide copies of all documents related to the repair, including estimates, invoices and proof of payment. Note: having the problem fixed by a different shop will cover up and destroy evidence of the original repair shop's work. If your vehicle has been repaired by a different shop, be sure to obtain a written document signed by the certified auto repair technician of the second shop, which clearly states what work the technician determined the original shop did or did not do. This written document should then be submitted as part of the complaint you file with Consumer Protection.

My vehicle has been at the repair shop for three months and they haven't begun making the repairs?

If no work has been performed, you should remove your vehicle from the repair shop's premises at once. If the repair shop demands payment before it will release your vehicle, follow the instructions for bonding out your vehicle.

I brought my vehicle to a repair shop and they refused to give me a written estimate?

The Florida Motor Vehicle Repair Act requires that a written estimate be provided if the repairs will exceed $100, unless the vehicle was towed to the repair shop or you specifically

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

waive your right in writing to receive a written estimate. If the repair shop refuses to provide a written estimate, call the police. The law requires that the repair estimate must contain:

- The repair shop's name, address and telephone number.
- The customer's name, address and telephone number.
- Date and time of estimate.
- Year, make, model, odometer reading and license tag number of vehicle.
- Proposed work completion date.
- Description of customer's problem or request.
- Labor charges based on a flat rate, hourly rate, or both.
- Estimated cost and charges for repair.
- Charges for shop supplies or for hazardous or other waste removal.
- Charges for making an estimate and the basis for the charge.
- The customer's intended method of payment.
- Name and telephone number of any alternate person the customer would allow to authorize repairs.
- Terms of the parts and service guarantee.
- Notation if customer wants replaced parts returned.
- Charge for daily storage. Shops notify customers after repair work is completed; customers will then have three (3) working days to pick up the vehicle before storage fees may be charged.
- Disclosure statement.

The repair shop refused to give me a final invoice or receipt for my cash payment?

The Florida Motor Vehicle Repair Act requires that a repair shop provide a customer with a written invoice upon completion of the repair work, and the repair invoice must include:

- Date and odometer reading.
- Description of work.
- Labor, parts and other merchandise costs.
- Nature of parts (new, used, rebuilt, etc.)
- Guarantee, if any.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

- Registration number from the certificate issued by the Florida Department of Highway Safety and Motor Vehicles identifying your shop.

If a repair shop refuses to provide a final invoice or receipt, call the police. Check the invoice carefully to make certain that you understand the work that was performed and what you are paying for. Keep a copy of all work orders and receipts. Any guarantees or warranties provided by the repair shop should be in writing and be on the repair invoice or receipt.

Condominium and Home Owners Associations

My condo board is doing things I believe are illegal?

You should contact the Florida Department of Business and Professional Regulation's Office of the Condominium Ombudsman 954-202-3234 for assistance.

I just painted my house, and my homeowners' association says the color is unacceptable?

First, you should review all your association's by-laws and rules with respect to the issue. While Florida Statute§720.301-720.407 governs the conduct of Homeowners' Associations, they are not administratively regulated by any state agency. Therefore, if you believe the association's directive is improper, you will need to file a lawsuit against the association seeking a court's determination as to the legality of the association's action.

My homeowners' association held elections and I believe the outcome was manipulated?

Contact the Florida Department of Business and Professional Regulation 850-414-6867 which will, for a fee, arbitrate elections and recalls.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

My condo was damaged when the hot water heater upstairs leaked and my association won't help?

You should review your condominium documents and by-laws and your personal condominium insurance policy. You do, however, have the option of filing a lawsuit against your upstairs neighbor for the damages you suffered due to the leaking hot water heater.

I want to review the financial records of my condo association, and the board refuses to let me do so?

You should contact the Florida Department of Business and Professional Regulation's Office of the Condominium Ombudsman 954-202-3234 for assistance.

How Do I...

Find a private attorney?

For a referral to a local attorney, contact either the Florida Bar Association at 850-561-5600 or the Broward County Bar Association at 954-764-8310.

Bond out my car to dispute an auto repair bill?

Get a copy of the bill from the repair shop and file a bond for the amount of the final repair bill plus storage charges, if any, with the Clerk of the Circuit Court at 201 SE 6th Street in Fort Lauderdale. The Clerk will issue a certificate directing the repair shop to release your vehicle. You may wish to ask a police officer to be present when you deliver the certificate to the repair shop. The repair shop has 60 days to file a lawsuit against you to seek payment of its bill from your bond. If the shop does not sue you within the 60-day period, the Clerk will return the bond money to you.

Stop a collection agency from bothering me?

Contact the Florida Department of Financial Services, Office of Financial Regulation at 954-958-5508 to report the harassment.

Report a pet shop that is selling sick animals?

Contact the Florida Department of Agriculture and Consumer Services, Division of Animal Industry at 850-488-3022.

File a complaint against my dentist or doctor?

Contact the Florida Department of Health, Division of Medical Quality Assurance at 850-245-4339.

Contest a contractor’s lien on my home?

Information about filing a Notice of Contest of Lien is described in Florida Statute §713.22. You may also wish to consult with a private attorney.

Insurance Issues

I have an appliance service contract and the service contract provider won’t replace my broken air conditioner or dishwasher?

In Florida, issues related to any form of insurance are addressed by the Florida Department of Financial Services, Office of Insurance Regulation 850-413-3140. Therefore, in situations like those described below, you should contact that agency for assistance.
Contact the Florida Office of Insurance Regulation.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

I purchased an extended warranty on my automobile, but the warranty company is refusing to pay for repairs?

In Florida, issues related to any form of insurance are addressed by the Florida Department of Financial Services, Office of Insurance Regulation 850-413-3140. Therefore, in situations like those described below, you should contact that agency for assistance.
Contact the Florida Office of Insurance Regulation.

My health insurance company is refusing to pay the charges I incurred for a doctor's visit?

In Florida, issues related to any form of insurance are addressed by the Florida Department of Financial Services, Office of Insurance Regulation 850-413-3140. Therefore, in situations like those described below, you should contact that agency for assistance.
Contact the Florida Office of Insurance Regulation.

I am making a pre-need funeral arrangement and want to check on the funeral company?

In Florida, issues related to any form of insurance are addressed by the Florida Department of Financial Services, Office of Insurance Regulation 850-413-3140. Therefore, in situations like those described below, you should contact that agency for assistance.
Contact the Florida Office of Insurance Regulation.

Landlord and Tenant Issues

The property I am renting is in foreclosure?

Contact the Clerk of Court's office at 954-831-6565 and ask to be put on the action as an interested party, since you probably have a security deposit at risk, and may need time to

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

relocate if the new owner doesn't wish to continue your tenancy. Also, ask the Clerk's office where you should pay your rent each month while the foreclosure action is pending.

My landlord has given me a three-day notice?

A three-day notice is the first step in the eviction process. If you choose not to pay the outstanding rent nor leave within the three-day period, the landlord may go to court and file a complaint for eviction against you. Until the court has issued and you have been served with an Order of Eviction by the court, the landlord may not force you to leave the rental premises, change the locks or remove your property. If the landlord attempts to do so, you should call your local police department.

The roof is leaking on the house I am renting and my landlord refuses to repair it?

Florida Statutes require landlords of private houses and duplexes to maintain the structure of the building (roof, foundation, outside walls, and plumbing pipes and electrical wiring inside the walls). You should contact your city's code enforcement office, report the violation and request that a code enforcement officer inspect the roof. If the enforcement officer determines that a violation exists, a notice of violation will be issued to your landlord for failure to comply with the building code. Then, it will be up to your city to compel your landlord to make the necessary repairs.

The court has notified me that my landlord has filed a complaint to have me evicted?

The court's notification includes an invitation to you to file a written response to the complaint with the court. If you choose to respond, deliver that response to the court along with all outstanding rent payments and a request for a hearing before a judge. If eviction is ordered by the judge, the Order of Eviction will be served to you, either in hand or posted on your door, and you will have 24 hours to remove yourself and your property from the rental premises. Once the 24 hours has passed, the locks can be changed, and your property can be put out on the street.

I have mold in my apartment?

If your apartment is in a large building (or rental complex) containing five or more rental units, contact the Florida Department of Business and Professional Regulation (DBPR) at 850-487-1395, as that state agency has jurisdiction over landlords of large apartment buildings and/or complexes. If your apartment is in a small building containing four or less rental units, consult a private attorney to explore possible courses of action. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

The landlord hasn't returned my security deposit?

The landlord has up to 15 days after you vacate the rental premises to return your security deposit if no deductions are going to be made from it, or 30 days after you vacate the rental premises to inform you in writing that some or all of it will be withheld and the reasons why. Be sure you have provided any non-renewal notification required by your lease (sent to your landlord via certified mail, return-receipt requested), done a walk-through with the landlord before you leave, and provided the landlord with your new mailing address. If you have not provided the landlord with your new mailing address, the landlord may send the required notice and other communications to the rental premises you vacated. If 30 days pass and the landlord has not contacted you about your security deposit, you may file a lawsuit against the landlord in court for the return of your security deposit. If the landlord does notify you that some or all of your security deposit will not be returned, then you must, within 15 days of receiving that notification, send a letter to the landlord (via certified mail, return-receipt requested), advising him/her that you intend to contest the landlord's withholding of your security deposit funds (keep a copy for your records). After you receive the green card back from the US Postal Service evidencing your landlord's receipt of your letter, you can file a lawsuit in court against the landlord to recover your security deposit funds that are being held by the landlord.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

I want to break my lease?

A lease is a legally binding contract. If your landlord agrees to terminate your lease, you and the landlord should sign and date a document to that effect. An oral agreement is not effective to terminate a written contract. If you default on your lease agreement by simply leaving before it expires, your landlord may file a lawsuit against you for the remaining lease payments that would have been collected had you not broken your lease.

My air conditioner isn't working?

In Florida, a landlord is not required by law to provide air conditioning to tenants, even if an air conditioning system is already installed in the rental property. You should carefully read your lease to ascertain whether it provides which party is responsible for maintaining any existing air conditioning system in working order. If the lease does provide for air conditioning and your landlord refuses to make the needed repairs, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at 954-831-6565 for possible assistance in some cases. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

My lease has expired but I don't want to leave?

If, at the end of your lease term, your landlord does not want to let you continue to be a tenant, you will have to leave; if you do not, the landlord has the right to pursue an eviction through the courts, and charge you double rent during the holdover period. If the landlord wants you to continue as a tenant, then you and the landlord should sign a new lease for a specific period of time. Alternatively, you may orally agree to continue your tenancy on a month-to-month basis, but this is not recommended. When you are a month-to-month tenant, either you or the landlord may end the tenancy at any time by simply giving the other a written notice that you no longer wish to continue the tenancy. This notice must be delivered no less than 15 days before the next rent payment date.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

I have cockroaches/bedbugs/rats, and my landlord refuses to exterminate?

If your apartment is in a large building (or rental complex) containing five or more rental units, contact the [Florida Department of Business and Professional Regulation (DBPR)] at 850-487-1395, as that state agency has jurisdiction over landlords of large apartment buildings and/or complexes. If your apartment is in a small building containing four or less rental units, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at 954-831-6565 for possible assistance in some cases. If you are a tenant in a private house or duplex, the law does not require the landlord to exterminate; it is the responsibility of the tenant unless your lease provides otherwise. You should carefully read your lease to ascertain whether it contains language to the effect that the landlord is responsible for the extermination of pests. If the lease does provide that the landlord is responsible for the extermination of pests and your landlord refuses to take such action, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at 954-831-6565 for possible assistance in some cases. Note: if you are renting a private house or duplex, and there is an obvious opening in the structure of the building which is allowing pests to enter, consider contacting your city’s building code enforcement office. If an officer inspects your residence and issues a notice of violation to your landlord for failure to comply with the building code, it will be up to your city to compel your landlord to make the necessary repairs. However, the extermination of the pests inside the rented private house or duplex remains your responsibility, unless your lease states otherwise. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

My landlord wants to increase my rent although my current lease hasn’t yet expired?

Your landlord may not increase your rent during the term of your lease unless your lease provides otherwise. After the lease expires, the rent may be increased at the discretion of the landlord. There are no rent controls in Florida, and no caps on the amount rent can be increased. When you are a month-to-month tenant, the terms of your rental arrangement may be changed by the landlord (including the rental amount), effective with the next rental

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

payment due date that is at least 15 days in the future, so long as the landlord has provided you with notice of the change at least that period of time in advance of its being effective.

My refrigerator (or stove) is not working?

If your apartment is in a large building or rental complex containing five or more rental units contact the Florida Department of Business and Professional Regulation (DBPR) at 850-487-1395, as that state agency has jurisdiction over landlords of large apartment buildings and/or complexes. If your apartment is in a small building containing four or fewer rental units, consult a private attorney to explore possible courses of action. You may also contact the Clerk of the Court's office at 954-831-6565 for possible assistance in some cases. If you are a tenant in a private house or duplex, the law does not require the landlord to provide working appliances; it is the responsibility of the tenant. You should carefully read your lease to ascertain whether it contains language to the effect that the landlord is responsible for provision and maintenance of working appliances. If the lease does provide for working appliances and your landlord refuses to repair or replace a broken appliance, contact Consumer Protection for further direction. You should not withhold your rent since doing so will provide your landlord with the right to pursue an eviction action against you.

My landlord turned off the water?

Contact your city's building code enforcement office; by state law all dwelling units must be provided with running water.

Making a Local Move

I'm hiring a mover, what should I know?

All movers performing local moves are required to be licensed by us. To verify whether a mover is licensed and if there are any consumer files about the move, call 954-357-5350.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

Once you have narrowed down your search to 2-3 companies, contact each mover for an estimate:

- The estimate must contain the total cost for all services, including all expected charges related to labor, transportation, preparation of the inventory, packing materials, storage, fuel and additional valuation coverage (insurance). An estimate may be made on a "flat rate" basis with a total cost.
- It is not permissible to give a per hour estimate with only a minimum number of hours stated and a per hour charge thereafter. A total cost must be stated and adhered to; it cannot change even if the actual number of hours that the move takes is more or less than the estimated number.
- Movers can charge to prepare an estimate; however, the charge must be disclosed and approved by you.
- You should insist an on-site inspection of your household goods; not an estimate by fax or e-mail based on an oral conversation or filling out a questionnaire online.

What happens on moving day?

- You must be presented with a written contract to sign prior to any work being performed.
- The moving contract must be signed by you and the mover's representative.
- The moving contract must contain the total dollar cost of the move as reflected on the written estimate unless additional items were added and agreed to prior to the signing of the written contract.
- A Consumer Disclosure Form must be signed and dated (with the time noted) by you and the mover's representative stating the cost of the move before the work begins.

What if my items are lost or damaged?

- If the loss/damage is known on the day of the move, you should notate this on the written contract. Otherwise, you have up to 60 days to submit a written claim for the loss or damage. This time period cannot be waived or shortened. The mover then has

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

30 days to satisfy or deny the claim or notify you of the status of the claim along with the cause for any delayed response in which case the mover has an additional 60 days to either satisfy or deny the claim.

- Be sure to indicate on the contract whether or not you want the standard 60 cents per pound valuation coverage for lost or damaged items or if you are purchasing additional coverage. A mover's maximum responsibility for lost or damaged items is 60 cents per pound/article unless additional coverage protection is purchased for a fee.

Remember:

- Do not sign the written contract on moving day unless the total cost of the move is clearly shown.
- Do not allow packing, wrapping or loading of your household goods unless you have first signed a fully filled in contract.
- Always get copies of the estimate, written contract, consumer disclosure form and inventory (if applicable) upon signing them.
- Do not be pressured into paying cash as the mover must accept multiple forms of payment; at least 2 of the following: cash, check or credit card.

New or Used Vehicle Purchases

I bought a used vehicle yesterday and it broke down today?

First, read all your documents related to the purchase of the vehicle. If your written documents reflect that you were provided with a warranty which the seller is now refusing to honor, contact us at 954-357-5350. However, if the documents reflect that the vehicle was sold to you in "AS IS" condition, you bought the vehicle in the condition it was in at the time of the sale, and the seller has no further obligation to you. If the seller made oral statements to you regarding a warranty or the condition of the vehicle which are not contained in the written documents, you will need to pursue enforcement through the courts. When purchasing a used vehicle, you must negotiate with the seller for a warranty. When a seller is unwilling to offer even a brief period of warranty protection, it may be that the seller is aware

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

of possible problems with the vehicle, and you may therefore wish to consider not purchasing that vehicle.
You may also submit a general complaint form.

I was late one day with my vehicle payment and my vehicle was repossessed?

First, read your financing documents as they should state when and what penalties arise if your payment is late. You may also wish to contact the Florida Department of Financial Services 954-958-5508 as that agency regulates all financial transactions in the State of Florida.

I bought a used vehicle and paid in full, but I've never received the title to the vehicle?

You should contact the Florida Department of Highway Safety and Motor Vehicles at 954-969-4216 for assistance with obtaining your title.

I signed loan documents for the vehicle I just bought, but the dealer says he can't place my loan?

If the dealer is unable to place your financing with a lender in the amount and interest rate you agreed to when you purchased your vehicle, you have the right to decline accepting any other loan arrangement. You can bring the vehicle back to the dealer, who is obligated to return your deposit/down payment less any amount specified in the bailment agreement. If the dealer refuses to accept the vehicle or return your deposit/down payment, contact us at 954-357-5350.

You may also submit a general complaint form.

I went to buy a vehicle I saw advertised with a fixed price, and the dealer refused to honor that price?

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

You should file a complaint with us. Be sure to include the advertisement, showing its date of publication (if a newspaper ad, provide the complete page from the newspaper). If the advertisement was viewed on the dealer's website, be sure to print the webpage with the date stamp, and include it with your complaint.

I know I paid off my vehicle loan in full, but the financing company says I still owe them money?

You should contact the Florida Department of Financial Services at 954-958-5508 for assistance.

I gave cash to an auto broker to buy me a vehicle at auction and I still don't have a vehicle?

If you have a receipt for the amount paid, including the name and address of the broker, file a complaint with us. If you have only the broker's name, report it to your local police department.

I paid money to hold a vehicle; now the dealer won't sell me the vehicle and won't return my deposit?

Carefully read the receipt you were given. If the receipt does not state whether the deposit is refundable or non-refundable, then it is refundable. If the dealer will not refund a refundable deposit, file a complaint with us. If the receipt states that the deposit is non-refundable and the conditions of the offer have not been met by you, then the seller has no obligation to refund your deposit. If you have met the conditions of the receipt and the dealer will not deliver the vehicle to you, file a complaint with us.

Non-Consent Towing Rules

What agencies regulate non-consent towing?

- The state regulates some aspects of towing.
- The county regulates the price of non-consent tows, payment methods, times tow yards must be open, how authorization must be given to tow a vehicle, and what information must be included on the tow manifest/slip/invoice/receipt.

Who authorizes a towing company to tow a vehicle from private property without the consent of the vehicle owner?

An owner or lessee of real property or any person authorized by the owner or lessee may authorize the tow of a vehicle parked on the property without permission if a sign is posted. The authorization must be made in writing. A rebate from the towing company to the property owner or agent is prohibited.

What must the tow away sign say?

- "Tow Away Zone."
- That unauthorized vehicles will be towed away at the owner's expense.
- Name and telephone number of the company towing the vehicle.

Are there any exceptions to the requirement for a tow away sign?

- Single family residences do not require a sign.
- If the vehicle owner is given notice personally that the area is reserved or unavailable for parking.

Is the tow truck required to have a sign?

Yes. The sign must have the name, address, Broward County permit number and telephone number of the towing company printed on the driver and passenger sides of the tow truck.

When can I get a towed vehicle released?

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

The tow yard must be open and staffed from 8:00 a.m. to 6:00 p.m. Monday through Friday, except holidays. At other times, it must open within one hour after the vehicle owner requests the release of his/her vehicle. The owner has the right to inspect and note damages to the vehicle before accepting its return and a release or waiver of any kind is prohibited which would release the towing company from liability for damages noted at the time of the release.

What is the legal maximum charge for the non-consent towing of vehicles?

The maximum charge will vary depending on the weight of the towed vehicle. The legal maximum rates can be found in this document.

What if the owner arrives before the vehicle is towed but during the hookup?

The maximum charge would be ½ the legal maximum rate.

What is the maximum storage rate allowed?

The maximum storage rate will vary depending on the weight of the towed vehicle. The legal maximum storage rates can be found in this document. Storage fees can only be charged after the vehicle has been stored in the storage yard for six (6) hours.

What is a research fee?

This fee is only applicable when the towing company must actually perform research to determine ownership of the towed vehicle for notification to the owner, lienholders, or insurance companies.

What is an administrative fee?

A one-time administrative fee may be charged if the vehicle owner arrives after 24 hours of possession by the tow company.

Environment

Environmental Enforcement

What types of enforcement actions do we issue?

Pursuant to Chapter 27 of the Broward County Code, the environmental divisions of our Department (Resilient Environment Department) have several enforcement actions we can use to address violations of the Code and compel compliance: Warning Notices, Citations, Notices of Violation, and Notices of Intent to File Suit.

- Warning Notices allege violations of the Code and give the Responsible Party a reasonable time to cure the violation without the department seeking action to have a penalty imposed by a Hearing Examiner. If the Warning Notice is complied with, the matter is closed without adjudication and without penalty.
- Citations allege a violation of the Code and carry a maximum penalty of $500 per violation per day.
- Notices of Violation allege a violation of the Code and carry a maximum penalty of $15,000 per violation per day.
- Notices of Intent to File Suit allege a violation of the Code and seek to resolve the violation before the County initiates judicial action in Circuit Court to recover penalties, damages, or compel corrective action. The maximum penalty for each violation is determined by penalty authorities found in Chapter 27 of the Broward County Code or Florida Statutes.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

How do I search for an enforcement action?

The easiest way to electronically search for the status of an enforcement action, such as a Warning Notice, Citation, Notice of Violation or Notice of Intent to File Suit issued after October 1, 2001, is to view our online ENVIROS database. Use the web link to go to the database and simply input the enforcement action number in the online ENVIROS database. If you are interested in knowing if a facility or location has had an environmental enforcement action, you can use the above web link to go to the database, select the "Advanced Enforcement Action" search and input the address in the appropriate fields. To view Child Care inspections, go to the Florida Department of Children and Families Provider Search.

How do I review enforcement files?

If you would like to review enforcement files, call 954-519-1210 to set up an appointment to conduct a file review at our office. File reviews are scheduled between 8:00 am – 4:30 pm, Monday – Friday. For additional information regarding public information please go to Public Information Request.

What if I have enforcement-related questions?

For questions related to your specific application or enforcement case, please contact the inspector/case manager listed on your Broward County notice; or call the numbers below:

- Enforcement Administration - Consumer Protection (954) 765-1700
- Enforcement Administration - Environmental Protection (954) 519-1210
- Enforcement Administration - Child Care Licensing (954) 357-4800

Environmental Regulations

Where can I find Broward County's environmental regulations?

Environmental regulations are found in Chapter 27, Broward County Code of Ordinances

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

What is an administrative review?

An administrative review is a dispute of, or challenge to, staff determination from environmental divisions of the Resilient Environment Department, pursuant to Chapter 27 of the Broward County Code of Ordinances. Procedures for filing an administrative review are found in Sec. 27-14.

A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination concerning, but not limited to, the following:

- the requirement that a facility or activity obtain a license or approval
- interpretations of license or approval conditions or scope
- the issuance, denial, suspension or revocation of a license
- similar final administrative determinations

What if I have questions about the administrative review process?

Contact us at 954-519-1210.

What is a variance?

A variance is the authorization to conduct an activity that would be contrary to the requirements of Chapter 27 of the Broward County Code. Variances are granted by a hearing examiner based on criteria found in the Code and following a quasi-judicial public hearing. Procedures are outlined Sec. 27-10 to 27-13.

How do I apply for a variance?

An application for a variance may be made in the form of a narrative letter addressed to the Environmental Compliance Administrator and mailed to the address on our home page. A

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260

proper application, at a minimum, shall include a fee of $250 (payable to the Broward County Board of County Commissioners) and address the requirements of sections 27-12 and 27-13, Broward County Code. For additional information go to our Variance page.

What if I have questions about the variance process?

Feel free to view our Variance webpage or contact Enforcement Administration at 954-519-1210.

Address: 1 N. University Drive, Suite 203, Plantation, FL 33324
Email: consumer@broward.org
Phone: 954-519-1260