



ESTABLISHED 1924

FARR LAW FIRM

FARR, FARR, EMERICH, HACKETT AND CARR, P.A.

e-law

Newsletter

WWW.FARR.COM

PERSONAL INJURY &
WRONGFUL DEATH

LITIGATION

ESTATE PLANNING

REAL ESTATE & TITLE
INSURANCE

MARITAL & FAMILY

ENVIRONMENTAL
& LAND USE

BUSINESS

TAXATION

ELDER LAW

ASSET PROTECTION

ATTORNEYS

EARL DRAYTON FARR, JR.
(Senior Counsel)

GUY S. EMERICH

JACK O. HACKETT II

MICHAEL P. HAYMANS

CHARLES T. BOYLE

DAROL H.M. CARR

DAVID A. HOLMES

GARY A. KAHLE

JENNIFER R. HOWELL

ROGER H. MILLER III

DOROTHY L. KORSZEN

WILL W. SUNTER

ABC'S OF RESIDENTIAL TENANT EVICTION

By: Will W. Sunter



In the past few years, many residents of our community have purchased an additional house or condominium with the intent of selling it quickly for a profit, and many homeowners find they are now stuck holding it until the market improves. To keep up with the mortgage payments, it is absolutely essential to keep the property occupied and keep the rent coming in for as long as possible. One of the largest fears of a landlord is a tenant who does not pay rent and having to go through the eviction process to get possession of the premises. The following is an example of a typical residential eviction. If the tenant fails to make his/her monthly rental payment, you need to send out a three day demand letter pursuant to Florida Statute §83.56(3). This needs to be mailed via certified mail, delivered in person, or left on the subject premises. If after three days the tenant has failed to vacate the premises, or tendered the amount of the payment, you may file a lawsuit for eviction.

Pursuant to Florida Statutes, weekends and national holidays, do not count as days for the calculation of any of the dates listed herein. A lawsuit needs to be filed with the Clerk of Court, which needs to be served upon the tenant or left at the premises. It is advisable to hire a process server for the service of a lawsuit and the three day notice letter (this stops arguments by the tenant that he/she never received a copy of the documents).

The tenant has five days from when the complaint was served upon them to file their answer with the Clerk of Court. The tenant will have to file the answer within the five day period and additionally tender the full amount of the rent owed into the court registry. If the tenant fails to do either of these actions, the landlord would be entitled to a default judgment by the court.

To see this newsletter in its entirety, please visit www.FARR.com

This newsletter is for general information and education purposes only. It is not offered as legal advice or legal opinion.



ESTABLISHED 1924

FARR LAW FIRM

FARR, FARR, EMERICH, HACKETT AND CARR, P.A.

e-law
Newsletter

WWW.FARR.COM

We offer a monthly newsletter that covers a wide variety of legal topics including personal injury and wrongful death, commercial and civil litigation, marital and family law, real estate and title insurance, estate planning, business, land use/environmental law, taxation, elder law, and asset protection.

You can visit www.FARR.com to view newsletter archives and sign up to receive future newsletters.

ESTABLISHED 1924
FARR LAW FIRM Newsletter
FARR, FARR, EMERICH, HACKETT AND CARR, P.A. www.farr.com

PERSONAL INJURY & WRONGFUL DEATH LITIGATION
ESTATE PLANNING
REAL ESTATE & TITLE INSURANCE
MARITAL & FAMILY

**PROTECT YOUR FAMILY:
THE "FULL COVERAGE" INSURANCE MYTH**

By Darol H.M. Carr



Uninsured/Underinsured automobile insurance coverage (UM/UIM) is the most important protection you can buy for your family. It is a true tragedy when we are related to represent an injured party only to find they do not have "full coverage." There is usually little we can do to collect from an uninsured or underinsured motorist as most automobile owners have insufficient attachable assets to cover a serious bodily injury.

Florida law only requires that an automobile owner carry property damage and personal injury protection coverage. There is no Florida law that requires an automobile owner to carry insurance for bodily injury, medical bills or loss of income they negligently inflict on you. Therefore, when a negligently operated automobile causes you bodily injury, significant medical bills or loss of a negligently operated automobile causes you bodily injury, you suffer the loss without reimbursement unless there may be no insurance carrier there to pay. You suffer the loss without reimbursement unless you have protected yourself with UM/UIM coverage.

How to purchase: When you purchase automobile insurance, your agent is required by Florida Law to offer you UM/UIM coverage to the limit of the amount of bodily injury coverage you purchase should you injure someone with your automobile. Do not waive that right.

How much to purchase: Your insurance agent should fully discuss with you how much bodily injury coverage you need. However, we strongly recommend that you never purchase less than \$100,000 per of bodily injury coverage. This will allow you to purchase UM/UIM coverage up to \$100,000 per automobile covered. Do not buy a lesser amount. If your financial circumstances warrant, you should buy higher limits of bodily injury and UM/UIM coverage.

To see this newsletter in its entirety, please visit www.farr.com

This newsletter is for general information and education purposes only. It is not offered as legal advice or legal opinion.
The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.


ATTORNEYS
EARL DRAYTON FARR, III (Solely Counsel)
GUY S. EMERICH
JACK O. HACKETT II
CONNIE H. SCHIDER
MICHAEL P. HARMANS
CHARLES T. BOYLE
DAROL H.M. CARR
MARK A. DRAPER
DAVID A. HOLMES
GARY A. KAHLER
JENNIFER R. HOWELL
ROGER H. MILLER III
DOROTHY L. KORSZEN
JILL C. MCGRODY
TINA M. MAVS
WILL W. SAINTER

ESTABLISHED 1924
FARR LAW FIRM Newsletter
FARR, FARR, EMERICH, HACKETT AND CARR, P.A. www.farr.com

PERSONAL INJURY & WRONGFUL DEATH LITIGATION
ESTATE PLANNING
REAL ESTATE & TITLE INSURANCE
MARITAL & FAMILY
ENVIRONMENTAL & LAND USE
BUSINESS
TAXATION
ELDER LAW
ASSET PROTECTION

FORMS OF PROPERTY OWNERSHIP

By Dorothy L. Korszen



When you buy real property, you must decide how to "hold title," or take ownership of the property. With more than one buyer, there are four main ways a "natural person" (as opposed to a corporation, partnership or other entity), can own property. These are:

1. Joint Tenancy with Right of Survivorship and legal ownership of the property. Joint tenants equally share control of the property. Upon the death of the first joint tenant, the surviving tenant will receive equal portions of the deceased tenant's share of the property, and the deceased tenant has no interest to pass to his or her heirs. Therefore, joint tenancy limits control of the property after death. A joint tenancy may become a tenancy in common if one owner conveys his or her interest.
2. Tenancy by the Entirety: husband and wife can hold property as tenants by the entirety, and ownership of property can be terminated only with the consent of both spouses. For married persons, this is the preferable way to hold title as this offers some protection from creditors' claims.
3. Tenancy in Common: In a tenancy in common, each owner controls an individual interest in the property. The amount of each individual's interests can vary but is usually proportionate to the number of owners. Each owner may sell, give away or dispose of their shares any way they want. This is limited because most buyers do not want to buy a portion of a property. Tenancy in common allows for control after death, because the owners can pass their share of the property to heirs.

There are many issues to consider when deciding how to hold title, such as, transfer at death, homestead issues and estate planning. Your attorney can advise you on the best way to hold title to real property, based on your situation.

To see this newsletter in its entirety, please visit www.farr.com

This newsletter is for general information and education purposes only. It is not offered as legal advice or legal opinion.
The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.

ATTORNEYS
EARL DRAYTON FARR, III (Solely Counsel)
GUY S. EMERICH
JACK O. HACKETT II
CONNIE H. SCHIDER
MICHAEL P. HARMANS
CHARLES T. BOYLE
DAROL H.M. CARR
MARK A. DRAPER
DAVID A. HOLMES
GARY A. KAHLER
JENNIFER R. HOWELL
ROGER H. MILLER III
DOROTHY L. KORSZEN
JILL C. MCGRODY
TINA M. MAVS
WILL W. SAINTER

ESTABLISHED 1924
FARR LAW FIRM Newsletter
FARR, FARR, EMERICH, HACKETT AND CARR, P.A. www.farr.com

PERSONAL INJURY & WRONGFUL DEATH LITIGATION
ESTATE PLANNING
REAL ESTATE & TITLE INSURANCE
MARITAL & FAMILY

MAJOR MEDICAID LAW CHANGES!

By Jennifer R. Howell

With the passage of the Deficit Reduction Act of 2005 on February 8, 2006, case major changes in our Medicaid laws. Medicaid's Institutionalized Care Program is a governmental program that helps pay for an individual's nursing home stay.

The Look-Back Period
Under the old law, Medicaid was allowed to question your financial circumstances for a period of 3 years prior to the date of your application for benefits. If the transfers involving a trust, then the look-back period was 5 years. All applicants are subject to a 5 year look-back period.

Beginning Date for Penalty Period
Medicaid looks at uncompensated transfers or gifts, that were made during the look-back period, to determine if they will impose any penalties. A penalty period is the period of time during which you are not eligible to receive benefits even if you meet the income and asset requirements. The penalty period begins running in the month the gift was made. The penalty period does not start until the applicant would have been eligible for Medicaid benefits had they not made the transfer. (See example below.)

Calculating the Penalty Period
Under prior law, Medicaid would treat each gift separately and calculate the penalty period for each gift. Now, all gifts made within the 5 year look-back period will be aggregated together to calculate the penalty period. In addition, penalty periods will not be calculated until the end of the 5 year look-back period.

Example of Beginning Date for Penalty Period
Mrs. Howell gave her son \$42,000 when she sold her \$42,000 gift. Mrs. Howell would be penalized for the \$42,000 gift. Starting in January 2005, Mrs. Howell would have to disclose the \$42,000 gift to the Medicaid agency. However, the penalty would have expired in January 2005. If she were otherwise eligible for Medicaid benefits if she were otherwise eligible.

ATTORNEYS
EARL DRAYTON FARR, III (Solely Counsel)
GUY S. EMERICH
JACK O. HACKETT II
CONNIE H. SCHIDER
MICHAEL P. HARMANS
CHARLES T. BOYLE
DAROL H.M. CARR
MARK A. DRAPER
DAVID A. HOLMES
GARY A. KAHLER
JENNIFER R. HOWELL
ROGER H. MILLER III
DOROTHY L. KORSZEN
JILL C. MCGRODY
TINA M. MAVS
WILL W. SAINTER

Punta Gorda Office:
99 Nesbit Street
Punta Gorda, Florida 33950
Phone: 941.639.1158
Fax: 941.639.0028

Englewood Office:
33 S. Indiana Avenue
Englewood, FL 34223
Phone: 941.460.9334
Fax: 941.460.9443