



803478

CHAMBER ACTION

<u>Senate</u>	.	<u>House</u>
	.	
Comm: RS	.	
4/16/2008	.	
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1 The Committee on Judiciary (Geller) recommended the following  
2 **amendment:**

**Senate Amendment (with title amendment)**

5 Delete everything after the enacting clause  
6 and insert:

7 Section 1. Subsection (7) of section 83.43, Florida  
8 Statutes, is amended, and subsection (17) is added to that  
9 section, to read:

10 83.43 Definitions.--As used in this part, the following  
11 words and terms shall have the following meanings unless some  
12 other meaning is plainly indicated:

13 (7) "Rental agreement" means any written agreement,  
14 including amendments or addenda, or oral agreement ~~if~~ for a less  
15 duration of less than 1 year, providing for use and occupancy of  
16 premises.

Bill No. SB 2716



803478

17        (17) "Early termination fee" means any charge, fee, or  
18 forfeiture that is provided for in a written rental agreement and  
19 is assessed to a tenant when a tenant vacates a dwelling unit  
20 before the end of the rental agreement. An early termination fee  
21 does not include:

22        (a) Unpaid rent and other accrued charges through the end  
23 of the month in which the landlord retakes possession of the  
24 dwelling unit.

25        (b) Charges for damages to the dwelling unit.

26        (c) Charges associated with a rental agreement settlement,  
27 release, buy-out, or accord and satisfaction agreement.

28        Section 2. Section 83.595, Florida Statutes, is amended to  
29 read:

30        83.595 Choice of remedies upon breach or early termination  
31 by tenant.--

32        ~~(1)~~ If the tenant breaches the rental agreement ~~lease~~ for  
33 the dwelling unit and the landlord has obtained a writ of  
34 possession, or the tenant has surrendered possession of the  
35 dwelling unit to the landlord, or the tenant has abandoned the  
36 dwelling unit, the landlord may:

37        ~~(1)(a)~~ Treat the rental agreement ~~lease~~ as terminated and  
38 retake possession for his or her own account, thereby terminating  
39 any further liability of the tenant; ~~or~~

40        ~~(2)(b)~~ Retake possession of the dwelling unit for the  
41 account of the tenant, holding the tenant liable for the  
42 difference between the rent ~~rental~~ stipulated to be paid under  
43 the rental ~~lease~~ agreement and what, ~~in good faith,~~ the landlord  
44 is able to recover from a reletting. If the landlord retakes  
45 possession, the landlord has a duty to exercise good faith in  
46 attempting to relet the premises, and any rent received by the



803478

47 landlord as a result of the reletting must be deducted from the  
48 balance of rent due from the tenant. For purposes of this  
49 subsection, the term "good faith in attempting to relet the  
50 premises" means that the landlord uses at least the same efforts  
51 to relet the premises as were used in the initial rental or at  
52 least the same efforts as the landlord uses in attempting to rent  
53 other similar rental units, but does not require the landlord to  
54 give a preference in renting the premises over other vacant  
55 dwelling units that the landlord owns or has the responsibility  
56 to rent; ~~or~~

57 (3)~~(e)~~ Stand by and do nothing, holding the lessee liable  
58 for the rent as it comes due; ~~or-~~

59 (4) Charge liquidated damages or an early termination fee  
60 to the tenant, if the landlord and tenant have agreed to  
61 liquidated damages or an early termination fee, if the amount  
62 does not exceed 2 months' rent, and if, in the case of an early  
63 termination fee, the tenant gives notice, not to exceed 60 days,  
64 as is required in the rental agreement. This remedy is available  
65 only if the tenant and the landlord, at the time the rental  
66 agreement was made, indicated acceptance of liquidated damages or  
67 an early termination fee. The tenant must indicate acceptance of  
68 liquidated damages or an early termination fee by signing a  
69 separate addendum to the rental agreement containing a provision  
70 in substantially the following form:

71  
72 I agree to pay \$ \_\_\_\_\_ (an amount that does not exceed  
73 2 months' rent) as liquidated damages or an early termination  
74 fee, and the landlord waives the right to seek additional rent  
75 beyond the month in which the landlord retakes possession.



803478

76 I do not agree to liquidated damages or an early  
77 termination fee, and I acknowledge that the landlord may seek  
78 damages as provided by law.

79 (a) In addition to liquidated damages or an early  
80 termination fee, the landlord is entitled to the rent and other  
81 charges accrued through the end of the month in which the  
82 landlord retakes possession of the dwelling unit and charges for  
83 damages to the dwelling unit.

84 (b) This subsection does not apply if the breach is failure  
85 to give notice as provided in s. 83.575.

86 ~~(2) If the landlord retakes possession of the dwelling unit~~  
87 ~~for the account of the tenant, the landlord has a duty to~~  
88 ~~exercise good faith in attempting to relet the premises, and any~~  
89 ~~rentals received by the landlord as a result of the reletting~~  
90 ~~shall be deducted from the balance of rent due from the tenant.~~  
91 ~~For purposes of this section, "good faith in attempting to relet~~  
92 ~~the premises" means that the landlord shall use at least the same~~  
93 ~~efforts to relet the premises as were used in the initial rental~~  
94 ~~or at least the same efforts as the landlord uses in attempting~~  
95 ~~to lease other similar rental units but does not require the~~  
96 ~~landlord to give a preference in leasing the premises over other~~  
97 ~~vacant dwelling units that the landlord owns or has the~~  
98 ~~responsibility to rent.~~

99 Section 3. This act shall take effect upon becoming a law.

100  
101 ===== T I T L E A M E N D M E N T =====

102 And the title is amended as follows:

103  
104 Delete everything before the enacting clause  
105 and insert:



803478

106                                   A bill to be entitled  
107           An act relating to residential tenancies; amending s.  
108           83.43, F.S.; redefining the term "rental agreement";  
109           defining the term "early termination fee"; amending s.  
110           83.595, F.S.; allowing a landlord to terminate a rental  
111           agreement and recover liquidated damages or charge the  
112           tenant an early termination fee for breach of the  
113           agreement, or both, under certain circumstances; requiring  
114           the tenant to indicate acceptance of an early termination  
115           fee or liquidated-damages provision in the rental  
116           agreement in order for the provision to take effect;  
117           providing a limit on the combined total of damages and  
118           fees; providing liability of the tenant for rent, other  
119           charges due, and rental concessions; providing an  
120           effective date.