

By the Committees on Regulated Industries; and Judiciary; and
Senator Stargel

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1 A bill to be entitled
2 An act relating to landlords and tenants; amending s.
3 83.42, F.S.; revising exclusions from applicability of
4 the Florida Residential Landlord and Tenant Act;
5 amending s. 83.48, F.S.; providing that the right to
6 attorney fees may not be waived in a lease agreement;
7 providing that attorney fees may not be awarded in a
8 claim for personal injury damages based on a breach of
9 duty of premises maintenance; amending s. 83.49, F.S.;
10 revising and providing landlord disclosure
11 requirements with respect to security deposits and
12 advance rent; providing requirements for the
13 disbursement of advance rents; providing a limited
14 rebuttable presumption of receipt of security
15 deposits; providing for applicability of changes made
16 by the act to certain disclosure requirements;
17 amending s. 83.50, F.S.; removing certain landlord
18 disclosure requirements relating to fire protection;
19 amending s. 83.51, F.S.; revising a landlord's
20 obligation to maintain a premises with respect to
21 screens; amending s. 83.54, F.S.; providing that
22 enforcement of a right or duty under the Florida
23 Residential Landlord and Tenant Act by civil action
24 does not preclude prosecution of a criminal offense;
25 amending s. 83.56, F.S.; revising procedures for the
26 termination of a rental agreement by a landlord;
27 revising notice procedures; providing that a landlord
28 does not waive the right to terminate the rental
29 agreement or to bring a civil action for noncompliance

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30 by accepting partial rent, subject to certain notice;
31 providing that the period to institute an action
32 before an exemption involving rent subsidies is waived
33 begins upon actual knowledge; amending s. 83.575,
34 F.S.; revising requirements for the termination of a
35 tenancy having a specific duration to provide for
36 reciprocal notice provisions in rental agreements;
37 amending ss. 83.58 and 83.59, F.S.; conforming cross-
38 references; amending s. 83.60, F.S.; providing that a
39 landlord must be given an opportunity to cure a
40 deficiency in any notice or pleadings before dismissal
41 of an eviction action; making technical changes;
42 amending s. 83.62, F.S.; revising procedures for the
43 restoration of possession to a landlord to provide
44 that weekends and holidays do not stay the applicable
45 notice period; amending s. 83.63, F.S.; conforming a
46 cross-reference; amending s. 83.64, F.S.; providing
47 examples of conduct for which the landlord may not
48 retaliate; providing an effective date.

49
50 Be It Enacted by the Legislature of the State of Florida:

51
52 Section 1. Subsection (2) of section 83.42, Florida
53 Statutes, is amended to read:

54 83.42 Exclusions from application of part.—This part does
55 not apply to:

56 (2) Occupancy under a contract of sale of a dwelling unit
57 or the property of which it is a part in which the buyer has
58 paid at least 12 months' rent or in which the buyer has paid at

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59 least 1 month's rent and a deposit of at least 5 percent of the
60 purchase price of the property.

61 Section 2. Section 83.48, Florida Statutes, is amended to
62 read:

63 83.48 Attorney ~~Attorney's~~ fees.—In any civil action brought
64 to enforce the provisions of the rental agreement or this part,
65 the party in whose favor a judgment or decree has been rendered
66 may recover reasonable attorney fees and court costs,~~including~~
67 ~~attorney's fees,~~ from the nonprevailing party. The right to
68 attorney fees in this section may not be waived in a lease
69 agreement. However, attorney fees may not be awarded under this
70 section in a claim for personal injury damages based on a breach
71 of duty under s. 83.51.

72 Section 3. Subsections (2), (3), and (7) of section 83.49,
73 Florida Statutes, are amended to read:

74 83.49 Deposit money or advance rent; duty of landlord and
75 tenant.—

76 (2) The landlord shall, in the lease agreement or within 30
77 days after ~~of~~ receipt of advance rent or a security deposit,
78 give written notice to notify the tenant which includes
79 disclosure of in writing of the manner in which the landlord is
80 ~~holding the advance rent or security deposit and the rate of~~
81 ~~interest, if any, which the tenant is to receive and the time of~~
82 ~~interest payments to the tenant. Such written notice shall:~~

83 ~~(a) Be given in person or by mail to the tenant.~~

84 ~~(b) State the name and address of the depository where the~~
85 ~~advance rent or security deposit is being held, whether the~~
86 ~~advance rent or security deposit is being held in a separate~~
87 ~~account for the benefit of the tenant or is commingled with~~

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88 ~~other funds of the landlord, and, if commingled, whether such~~
89 ~~funds are deposited in an interest-bearing account in a Florida~~
90 ~~banking institution.~~

91 ~~(c) Include a copy of the provisions of subsection (3).~~
92 Subsequent to providing such written notice, if the landlord
93 changes the manner or location in which he or she is holding the
94 advance rent or security deposit, he or she must ~~shall~~ notify
95 the tenant within 30 days after ~~of~~ the change as provided in
96 paragraphs (a)-(d). The landlord is not required to give new or
97 additional notice solely because the depository has merged with
98 another financial institution, changed its name, or transferred
99 ownership to a different financial institution ~~according to the~~
100 ~~provisions herein set forth.~~ This subsection does not apply to
101 any landlord who rents fewer than five individual dwelling
102 units. Failure to give ~~provide~~ this notice is ~~shall~~ not be a
103 defense to the payment of rent when due. The written notice
104 must:

105 (a) Be given in person or by mail to the tenant.

106 (b) State the name and address of the depository where the
107 advance rent or security deposit is being held or state that the
108 landlord has posted a surety bond as provided by law.

109 (c) State whether the tenant is entitled to interest on the
110 deposit.

111 (d) Contain the following disclosure:

112
113 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
114 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S
115 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
116 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS

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117 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING
118 YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,
119 WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
120 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU
121 DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO
122 THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
123 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM
124 AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

125
126 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE
127 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A
128 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY
129 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE
130 DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A
131 REFUND.

132
133 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE
134 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE
135 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND
136 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

137
138 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
139 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
140 RIGHTS AND OBLIGATIONS.

141
142 (3) The landlord or the landlord's agent may disburse
143 advance rents from the deposit account to the landlord's benefit
144 when the advance rental period commences and without notice to
145 the tenant. For all other deposits:

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146 (a) Upon the vacating of the premises for termination of
147 the lease, if the landlord does not intend to impose a claim on
148 the security deposit, the landlord shall have 15 days to return
149 the security deposit together with interest if otherwise
150 required, or the landlord shall have 30 days to give the tenant
151 written notice by certified mail to the tenant's last known
152 mailing address of his or her intention to impose a claim on the
153 deposit and the reason for imposing the claim. The notice shall
154 contain a statement in substantially the following form:
155

156 This is a notice of my intention to impose a claim for
157 damages in the amount of upon your security deposit, due to
158 It is sent to you as required by s. 83.49(3), Florida
159 Statutes. You are hereby notified that you must object in
160 writing to this deduction from your security deposit within 15
161 days from the time you receive this notice or I will be
162 authorized to deduct my claim from your security deposit. Your
163 objection must be sent to ... (landlord's address)....
164

165 If the landlord fails to give the required notice within the 30-
166 day period, he or she forfeits the right to impose a claim upon
167 the security deposit and may not seek a setoff against the
168 deposit but may file an action for damages after return of the
169 deposit.

170 (b) Unless the tenant objects to the imposition of the
171 landlord's claim or the amount thereof within 15 days after
172 receipt of the landlord's notice of intention to impose a claim,
173 the landlord may then deduct the amount of his or her claim and
174 shall remit the balance of the deposit to the tenant within 30

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175 days after the date of the notice of intention to impose a claim
176 for damages. The failure of the tenant to make a timely
177 objection does not waive any rights of the tenant to seek
178 damages in a separate action.

179 (c) If either party institutes an action in a court of
180 competent jurisdiction to adjudicate the party's right to the
181 security deposit, the prevailing party is entitled to receive
182 his or her court costs plus a reasonable fee for his or her
183 attorney. The court shall advance the cause on the calendar.

184 (d) Compliance with this section by an individual or
185 business entity authorized to conduct business in this state,
186 including Florida-licensed real estate brokers and sales
187 associates, constitutes ~~shall constitute~~ compliance with all
188 other relevant Florida Statutes pertaining to security deposits
189 held pursuant to a rental agreement or other landlord-tenant
190 relationship. Enforcement personnel shall look solely to this
191 section to determine compliance. This section prevails over any
192 conflicting provisions in chapter 475 and in other sections of
193 the Florida Statutes, and shall operate to permit licensed real
194 estate brokers to disburse security deposits and deposit money
195 without having to comply with the notice and settlement
196 procedures contained in s. 475.25(1)(d).

197 (7) Upon the sale or transfer of title of the rental
198 property from one owner to another, or upon a change in the
199 designated rental agent, any and all security deposits or
200 advance rents being held for the benefit of the tenants shall be
201 transferred to the new owner or agent, together with any earned
202 interest and with an accurate accounting showing the amounts to
203 be credited to each tenant account. Upon the transfer of such

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204 funds and records to the new owner or agent ~~as stated herein,~~
205 and upon transmittal of a written receipt therefor, the
206 transferor ~~is shall be~~ free from the obligation imposed in
207 subsection (1) to hold such moneys on behalf of the tenant.
208 There is a rebuttable presumption that any new owner or agent
209 received the security deposit from the previous owner or agent;
210 however, this presumption is limited to 1 month's rent. This
211 subsection does not ~~However, nothing herein shall~~ excuse the
212 landlord or agent for a violation of other ~~the~~ provisions of
213 this section while in possession of such deposits.

214 Section 4. The Legislature recognizes that landlords may
215 have stocks of preprinted lease forms that comply with the
216 notice requirements of current law. Accordingly, for leases
217 entered into on or before December 31, 2013, a landlord may give
218 notice that contains the disclosure required in the changes made
219 by this act to s. 83.49, Florida Statutes, or the former notice
220 required in s. 83.49, Florida Statutes 2012. In any event, the
221 disclosure required by this act is only required for all leases
222 entered into under this part on or after January 1, 2014.

223 Section 5. Section 83.50, Florida Statutes, is amended to
224 read:

225 83.50 Disclosure of landlord's address.-

226 ~~(1)~~ In addition to any other disclosure required by law,
227 the landlord, or a person authorized to enter into a rental
228 agreement on the landlord's behalf, shall disclose in writing to
229 the tenant, at or before the commencement of the tenancy, the
230 name and address of the landlord or a person authorized to
231 receive notices and demands in the landlord's behalf. The person
232 so authorized to receive notices and demands retains authority

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233 until the tenant is notified otherwise. All notices of such
234 names and addresses or changes thereto shall be delivered to the
235 tenant's residence or, if specified in writing by the tenant, to
236 any other address.

237 ~~(2) The landlord or the landlord's authorized~~
238 ~~representative, upon completion of construction of a building~~
239 ~~exceeding three stories in height and containing dwelling units,~~
240 ~~shall disclose to the tenants initially moving into the building~~
241 ~~the availability or lack of availability of fire protection.~~

242 Section 6. Subsection (1) and paragraph (a) of subsection
243 (2) of section 83.51, Florida Statutes, are amended to read:

244 83.51 Landlord's obligation to maintain premises.—

245 (1) The landlord at all times during the tenancy shall:

246 (a) Comply with the requirements of applicable building,
247 housing, and health codes; or

248 (b) Where there are no applicable building, housing, or
249 health codes, maintain the roofs, windows, ~~screens,~~ doors,
250 floors, steps, porches, exterior walls, foundations, and all
251 other structural components in good repair and capable of
252 resisting normal forces and loads and the plumbing in reasonable
253 working condition. The landlord, at commencement of the tenancy,
254 must ensure that screens are installed in a reasonable
255 condition. Thereafter, the landlord must repair damage to
256 screens once annually, when necessary, until termination of the
257 rental agreement. However,

258
259 The landlord is ~~shall~~ not be required to maintain a mobile home
260 or other structure owned by the tenant. The landlord's
261 obligations under this subsection may be altered or modified in

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262 writing with respect to a single-family home or duplex.

263 (2) (a) Unless otherwise agreed in writing, in addition to
264 the requirements of subsection (1), the landlord of a dwelling
265 unit other than a single-family home or duplex shall, at all
266 times during the tenancy, make reasonable provisions for:

267 1. The extermination of rats, mice, roaches, ants, wood-
268 destroying organisms, and bedbugs. When vacation of the premises
269 is required for such extermination, the landlord is ~~shall~~ not be
270 liable for damages but shall abate the rent. The tenant must
271 ~~shall be required to~~ temporarily vacate the premises for a
272 period of time not to exceed 4 days, on 7 days' written notice,
273 if necessary, for extermination pursuant to this subparagraph.

274 2. Locks and keys.

275 3. The clean and safe condition of common areas.

276 4. Garbage removal and outside receptacles therefor.

277 5. Functioning facilities for heat during winter, running
278 water, and hot water.

279 Section 7. Section 83.54, Florida Statutes, is amended to
280 read:

281 83.54 Enforcement of rights and duties; civil action;
282 criminal offenses.—Any right or duty declared in this part is
283 enforceable by civil action. A right or duty enforced by civil
284 action under this section does not preclude prosecution for a
285 criminal offense related to the lease or leased property.

286 Section 8. Subsections (2) through (5) of section 83.56,
287 Florida Statutes, are amended to read:

288 83.56 Termination of rental agreement.—

289 (2) If the tenant materially fails to comply with s. 83.52
290 or material provisions of the rental agreement, other than a

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291 failure to pay rent, or reasonable rules or regulations, the
292 landlord may:

293 (a) If such noncompliance is of a nature that the tenant
294 should not be given an opportunity to cure it or if the
295 noncompliance constitutes a subsequent or continuing
296 noncompliance within 12 months of a written warning by the
297 landlord of a similar violation, deliver a written notice to the
298 tenant specifying the noncompliance and the landlord's intent to
299 terminate the rental agreement by reason thereof. Examples of
300 noncompliance which are of a nature that the tenant should not
301 be given an opportunity to cure include, but are not limited to,
302 destruction, damage, or misuse of the landlord's or other
303 tenants' property by intentional act or a subsequent or
304 continued unreasonable disturbance. In such event, the landlord
305 may terminate the rental agreement, and the tenant shall have 7
306 days from the date that the notice is delivered to vacate the
307 premises. The notice shall be ~~adequate if it is~~ in substantially
308 the following form:

309
310 You are advised that your lease is terminated effective
311 immediately. You shall have 7 days from the delivery of this
312 letter to vacate the premises. This action is taken because
313 ... (cite the noncompliance)

314
315 (b) If such noncompliance is of a nature that the tenant
316 should be given an opportunity to cure it, deliver a written
317 notice to the tenant specifying the noncompliance, including a
318 notice that, if the noncompliance is not corrected within 7 days
319 from the date that the written notice is delivered, the landlord

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320 shall terminate the rental agreement by reason thereof. Examples
321 of such noncompliance include, but are not limited to,
322 activities in contravention of the lease or this part ~~act~~ such
323 as having or permitting unauthorized pets, guests, or vehicles;
324 parking in an unauthorized manner or permitting such parking; or
325 failing to keep the premises clean and sanitary. If such
326 noncompliance recurs within 12 months after notice, an eviction
327 action may commence without delivering a subsequent notice
328 pursuant to paragraph (a) or this paragraph. The notice shall be
329 ~~adequate if it is~~ in substantially the following form:

330

331 You are hereby notified that ...(cite the
332 noncompliance).... Demand is hereby made that you remedy the
333 noncompliance within 7 days of receipt of this notice or your
334 lease shall be deemed terminated and you shall vacate the
335 premises upon such termination. If this same conduct or conduct
336 of a similar nature is repeated within 12 months, your tenancy
337 is subject to termination without further warning and without
338 your being given an opportunity to cure the noncompliance.

339

340 (3) If the tenant fails to pay rent when due and the
341 default continues for 3 days, excluding Saturday, Sunday, and
342 legal holidays, after delivery of written demand by the landlord
343 for payment of the rent or possession of the premises, the
344 landlord may terminate the rental agreement. Legal holidays for
345 the purpose of this section shall be court-observed holidays
346 only. The 3-day notice shall contain a statement in
347 substantially the following form:

348

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349 You are hereby notified that you are indebted to me in the
350 sum of dollars for the rent and use of the premises
351 ...(address of leased premises, including county)..., Florida,
352 now occupied by you and that I demand payment of the rent or
353 possession of the premises within 3 days (excluding Saturday,
354 Sunday, and legal holidays) from the date of delivery of this
355 notice, to wit: on or before the day of, ...(year)....

356

357 ...(landlord's name, address and phone number)...

358

359 (4) The delivery of the written notices required by
360 subsections (1), (2), and (3) shall be by mailing or delivery of
361 a true copy thereof or, if the tenant is absent from the
362 premises, by leaving a copy thereof at the residence. The notice
363 requirements of subsections (1), (2), and (3) may not be waived
364 in the lease.

365 (5) (a) If the landlord accepts rent with actual knowledge
366 of a noncompliance by the tenant or accepts performance by the
367 tenant of any other provision of the rental agreement that is at
368 variance with its provisions, or if the tenant pays rent with
369 actual knowledge of a noncompliance by the landlord or accepts
370 performance by the landlord of any other provision of the rental
371 agreement that is at variance with its provisions, the landlord
372 or tenant waives his or her right to terminate the rental
373 agreement or to bring a civil action for that noncompliance, but
374 not for any subsequent or continuing noncompliance. However, a
375 landlord does not waive the right to terminate the rental
376 agreement or to bring a civil action for that noncompliance by
377 accepting partial rent for the period.

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378 **(b)** Any tenant who wishes to defend against an action by
379 the landlord for possession of the unit for noncompliance of the
380 rental agreement or of relevant statutes must ~~shall~~ comply with
381 ~~the provisions in~~ s. 83.60(2). The court may not set a date for
382 mediation or trial unless the provisions of s. 83.60(2) have
383 been met, but must ~~shall~~ enter a default judgment for removal of
384 the tenant with a writ of possession to issue immediately if the
385 tenant fails to comply with s. 83.60(2).

386 **(c)** This subsection does not apply to that portion of rent
387 subsidies received from a local, state, or national government
388 or an agency of local, state, or national government; however,
389 waiver will occur if an action has not been instituted within 45
390 days after the landlord obtains actual knowledge of the
391 noncompliance.

392 Section 9. Subsection (1) of section 83.575, Florida
393 Statutes, is amended to read:

394 83.575 Termination of tenancy with specific duration.—

395 (1) A rental agreement with a specific duration may contain
396 a provision requiring the tenant to notify the landlord within a
397 specified period before vacating the premises at the end of the
398 rental agreement, if such provision requires the landlord to
399 notify the tenant within such notice period if the rental
400 agreement will not be renewed; however, a rental agreement may
401 not require more than 60 days' notice from either the tenant or
402 the landlord before vacating the premises.

403 Section 10. Section 83.58, Florida Statutes, is amended to
404 read:

405 83.58 Remedies; tenant holding over.—If the tenant holds
406 over and continues in possession of the dwelling unit or any

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407 part thereof after the expiration of the rental agreement
408 without the permission of the landlord, the landlord may recover
409 possession of the dwelling unit in the manner provided for in s.
410 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
411 amount of rent due on the dwelling unit, or any part thereof,
412 for the period during which the tenant refuses to surrender
413 possession.

414 Section 11. Subsection (2) of section 83.59, Florida
415 Statutes, is amended to read:

416 83.59 Right of action for possession.—

417 (2) A landlord, the landlord's attorney, or the landlord's
418 agent, applying for the removal of a tenant, shall file in the
419 county court of the county where the premises are situated a
420 complaint describing the dwelling unit and stating the facts
421 that authorize its recovery. A landlord's agent is not permitted
422 to take any action other than the initial filing of the
423 complaint, unless the landlord's agent is an attorney. The
424 landlord is entitled to the summary procedure provided in s.
425 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
426 calendar.

427 Section 12. Section 83.60, Florida Statutes, is amended to
428 read:

429 83.60 Defenses to action for rent or possession;
430 procedure.—

431 (1) (a) In an action by the landlord for possession of a
432 dwelling unit based upon nonpayment of rent or in an action by
433 the landlord under s. 83.55 seeking to recover unpaid rent, the
434 tenant may defend upon the ground of a material noncompliance
435 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,

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436 whether legal or equitable, that he or she may have, including
437 the defense of retaliatory conduct in accordance with s. 83.64.
438 The landlord must be given an opportunity to cure a deficiency
439 in a notice or in the pleadings before dismissal of the action.

440 (b) The defense of a material noncompliance with s.
441 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
442 elapsed after the delivery of written notice by the tenant to
443 the landlord, specifying the noncompliance and indicating the
444 intention of the tenant not to pay rent by reason thereof. Such
445 notice by the tenant may be given to the landlord, the
446 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
447 a resident manager, or the person or entity who collects the
448 rent on behalf of the landlord. A material noncompliance with s.
449 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
450 action for possession based upon nonpayment of rent, and, upon
451 hearing, the court or the jury, as the case may be, shall
452 determine the amount, if any, by which the rent is to be reduced
453 to reflect the diminution in value of the dwelling unit during
454 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
455 consideration of all other relevant issues, the court shall
456 enter appropriate judgment.

457 (2) In an action by the landlord for possession of a
458 dwelling unit, if the tenant interposes any defense other than
459 payment, including, but not limited to, the defense of a
460 defective 3-day notice, the tenant shall pay into the registry
461 of the court the accrued rent as alleged in the complaint or as
462 determined by the court and the rent that ~~which~~ accrues during
463 the pendency of the proceeding, when due. The clerk shall notify
464 the tenant of such requirement in the summons. Failure of the

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465 tenant to pay the rent into the registry of the court or to file
466 a motion to determine the amount of rent to be paid into the
467 registry within 5 days, excluding Saturdays, Sundays, and legal
468 holidays, after the date of service of process constitutes an
469 absolute waiver of the tenant's defenses other than payment, and
470 the landlord is entitled to an immediate default judgment for
471 removal of the tenant with a writ of possession to issue without
472 further notice or hearing thereon. ~~If In the event~~ a motion to
473 determine rent is filed, documentation in support of the
474 allegation that the rent as alleged in the complaint is in error
475 is required. Public housing tenants or tenants receiving rent
476 subsidies are ~~shall be~~ required to deposit only that portion of
477 the full rent for which they are ~~the tenant is~~ responsible
478 pursuant to the federal, state, or local program in which they
479 are participating.

480 Section 13. Subsection (1) of section 83.62, Florida
481 Statutes, is amended to read:

482 83.62 Restoration of possession to landlord.—

483 (1) In an action for possession, after entry of judgment in
484 favor of the landlord, the clerk shall issue a writ to the
485 sheriff describing the premises and commanding the sheriff to
486 put the landlord in possession after 24 hours' notice
487 conspicuously posted on the premises. Saturdays, Sundays, and
488 legal holidays do not stay the 24-hour notice period.

489 Section 14. Section 83.63, Florida Statutes, is amended to
490 read:

491 83.63 Casualty damage.—If the premises are damaged or
492 destroyed other than by the wrongful or negligent acts of the
493 tenant so that the enjoyment of the premises is substantially

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494 impaired, the tenant may terminate the rental agreement and
495 immediately vacate the premises. The tenant may vacate the part
496 of the premises rendered unusable by the casualty, in which case
497 the tenant's liability for rent shall be reduced by the fair
498 rental value of that part of the premises damaged or destroyed.
499 If the rental agreement is terminated, the landlord shall comply
500 with s. 83.49(3) ~~{F.S. 1973}~~.

501 Section 15. Subsection (1) of section 83.64, Florida
502 Statutes, is amended to read:

503 83.64 Retaliatory conduct.—

504 (1) It is unlawful for a landlord to discriminatorily
505 increase a tenant's rent or decrease services to a tenant, or to
506 bring or threaten to bring an action for possession or other
507 civil action, primarily because the landlord is retaliating
508 against the tenant. In order for the tenant to raise the defense
509 of retaliatory conduct, the tenant must have acted in good
510 faith. Examples of conduct for which the landlord may not
511 retaliate include, but are not limited to, situations where:

512 (a) The tenant has complained to a governmental agency
513 charged with responsibility for enforcement of a building,
514 housing, or health code of a suspected violation applicable to
515 the premises;

516 (b) The tenant has organized, encouraged, or participated
517 in a tenants' organization;

518 (c) The tenant has complained to the landlord pursuant to
519 s. 83.56(1); ~~or~~

520 (d) The tenant is a servicemember who has terminated a
521 rental agreement pursuant to s. 83.682;

522 (e) The tenant has paid rent to a condominium, cooperative,

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523 or homeowners' association after demand from the association in
524 order to pay the landlord's obligation to the association; or

525 (f) The tenant has exercised his or her rights under local,
526 state, or federal fair housing laws.

527 Section 16. This act shall take effect July 1, 2013.