

1 (1) Whenever money is deposited or advanced by a
2 tenant on a rental agreement as security for performance of
3 the rental agreement or as advance rent for other than the
4 next immediate rental period, the landlord or the landlord's
5 agent shall either:

6 (b) Hold the total amount of such money in a separate
7 interest-bearing account in a Florida banking institution for
8 the benefit of the tenant or tenants, and unless otherwise
9 agreed to in a written agreement separate from the rental
10 agreement, in which case the tenant shall receive and collect
11 interest in an amount of at least 50 ~~75~~ percent of the
12 accumulated ~~annualized average~~ interest paid rate payable on
13 such account or interest at the rate of 5 percent per year,
14 simple interest, whichever the landlord elects. The landlord
15 may retain the remaining interest. Interest payable to the
16 tenant must be paid upon return of the security deposit.The
17 landlord shall not commingle such moneys with any other funds
18 of the landlord or hypothecate, pledge, or in any other way
19 make use of such moneys until such moneys are actually due the
20 landlord; or

21 (9) In those cases in which interest is required to be
22 paid to the tenant, the landlord shall pay the interest owed
23 directly to the tenant upon return of the security deposit, ~~or~~
24 ~~credit against the current month's rent, the interest due to~~
25 ~~the tenant at least once annually.~~ However, no interest shall
26 be due a tenant who wrongfully terminates his or her tenancy
27 prior to the end of the rental term.

28 Section 2. Subsection (3) of section 83.67, Florida
29 Statutes, is amended to read:

30 83.67 Prohibited practices.--
31

1 (3) No landlord of any dwelling unit governed by this
2 part shall remove the outside doors, locks, roof, walls, or
3 windows of the unit except for purposes of maintenance,
4 repair, or replacement; nor shall the landlord remove the
5 tenant's personal property from the dwelling unit unless the
6 personal property is removed ~~said action is taken~~ after
7 surrender, abandonment, or a lawful eviction. A landlord and
8 tenant may agree, in writing, that ~~if provided in the rental~~
9 ~~agreement or a written agreement separate from the rental~~
10 ~~agreement,~~ upon surrender or abandonment by the tenant, the
11 landlord is ~~shall~~ not required to comply with s. 715.104 and
12 is not ~~be~~ liable or responsible for storage or disposition of
13 the tenant's personal property; if provided, the following
14 language, in the rental agreement there shall be printed or
15 ~~clearly stamped on such rental agreement a legend in~~
16 substantially the following form, is printed or clearly
17 stamped on the rental agreement:

18
19 BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON
20 SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES,
21 THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR
22 DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

23
24 For the purposes of this section, abandonment shall be as set
25 forth in s. 83.59(3)(c).

26 Section 3. Section 715.105, Florida Statutes, is
27 amended to read:

28 715.105 Form of notice to former tenant.--

29 (1) A notice to the former tenant which is in
30 substantially the following form satisfies the requirements of
31 s. 715.104:

1 remaining money at any time within 1 year after the county
2 receives the money."

3 (b) "Because this property is believed to be worth
4 less than ~~\$500~~\$250, it may be kept, sold, or destroyed
5 without further notice if you fail to reclaim it within the
6 time indicated above."

7 Section 4. Section 715.106, Florida Statutes, is
8 amended to read:

9 715.106 Form of notice to owner other than former
10 tenant.--

11 (1) A notice which is in substantially the following
12 form given to a person who is not the former tenant and whom
13 the landlord reasonably believes to be the owner of any of the
14 abandoned personal property satisfies the requirements of s.
15 715.104:

16
17 Notice of Right to Reclaim Abandoned Property

18 To: ...(Name)...

19 ...(Address)...

20 When ...(name of former tenant)... vacated the premises
21 at ...(address of premises, including room or apartment
22 number, if any)..., the following personal property remained:
23 ...(insert description of personal property)....

24 If you own any of this property, you may claim it at
25 ...(address where property may be claimed).... Unless you pay
26 the reasonable costs of storage and advertising, if any, and
27 take possession of the property to which you are entitled, not
28 later than ...(insert date not fewer than 10 days after notice
29 is personally delivered or, if mailed, not fewer than 15 days
30 after notice is deposited in the mail)..., this property may
31 be disposed of pursuant to s. 715.109.

1 (Insert here the statement required by subsection (2))
2 Dated:.... ...(Signature of landlord)...
3 ...(Type or print name of landlord)...
4 ...(Telephone number)...
5 ...(Address)...

6
7 (2) The notice set forth in subsection (1) shall also
8 contain one of the following statements:

9 (a) "If you fail to reclaim the property, it will be
10 sold at a public sale after notice of the sale has been given
11 by publication. You have the right to bid on the property at
12 this sale. After the property is sold and the costs of
13 storage, advertising, and sale are deducted, the remaining
14 money will be paid over to the county. You may claim the
15 remaining money at any time within 1 year after the county
16 receives the money."

17 (b) "Because this property is believed to be worth
18 less than ~~\$500~~\$250, it may be kept, sold, or destroyed
19 without further notice if you fail to reclaim it within the
20 time indicated above."

21 Section 5. Subsection (1) of section 715.109, Florida
22 Statutes, is amended to read:

23 715.109 Sale or disposition of abandoned property.--

24 (1) If the personal property described in the notice
25 is not released pursuant to s. 715.108, it shall be sold at
26 public sale by competitive bidding. However, if the landlord
27 reasonably believes that the total resale value of the
28 property not released is less than ~~\$500~~\$250, she or he may
29 retain such property for her or his own use or dispose of it
30 in any manner she or he chooses. Nothing in this section
31 shall be construed to preclude the landlord or tenant from

1 bidding on the property at the public sale. The successful
2 bidder's title is subject to ownership rights, liens, and
3 security interests which have priority by law.

4 Section 6. This act shall take effect July 1, 2000.

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