

Amendment No. ____ (for drafter's use only)

	<u>Senate</u>	CHAMBER ACTION	<u>House</u>
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ORIGINAL STAMP BELOW

The Committee on Agriculture & Consumer Affairs offered the following:

Amendment (with title amendment)

Remove from the bill: Everything after the enacting clause and insert in lieu thereof:

Section 1. Subsection (3) of section 83.49, Florida Statutes, is amended to read:

83.49 Deposit money or advance rent; duty of landlord and tenant.--

(3)(a) Upon the vacating of the premises for termination of the lease, the landlord shall have 30 ~~±5~~ days to return the security deposit together with interest if otherwise required, or in which to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for

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1 damages in the amount of upon your security deposit, due
2 to It is sent to you as required by s. 83.49(3), Florida
3 Statutes. You are hereby notified that you must object in
4 writing to this deduction from your security deposit within 15
5 days from the time you receive this notice or I will be
6 authorized to deduct my claim from your security deposit.
7 Your objection must be sent to ...(landlord's address)....

8
9 If the landlord fails to give the required notice within the
10 30-day ~~15-day~~ period, he or she forfeits the right to impose a
11 claim upon the security deposit.

12 (b) Unless the tenant objects to the imposition of the
13 landlord's claim or the amount thereof within 15 days after
14 receipt of the landlord's notice of intention to impose a
15 claim, the landlord may then deduct the amount of his or her
16 claim and shall remit the balance of the deposit to the tenant
17 within 30 days after the date of the notice of intention to
18 impose a claim for damages.

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

24 (d) Compliance with this section by an individual or
25 business entity authorized to conduct business in this state,
26 including Florida-licensed real estate brokers and
27 salespersons, shall constitute compliance with all other
28 relevant Florida Statutes pertaining to security deposits held
29 pursuant to a rental agreement or other landlord-tenant
30 relationship. Enforcement personnel shall look solely to this
31 section to determine compliance. This section prevails over

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1 any conflicting provisions in chapter 475 and in other
2 sections of the Florida Statutes, and shall operate to permit
3 licensed real estate brokers to disburse security deposits and
4 deposit money without having to comply with the notice and
5 settlement procedures contained in s. 475.25(1)(d).

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

8 83.67 Prohibited practices.--

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

23
24 BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON
25 SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES,
26 CHAPTER 83, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE
27 FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

28
29 For the purposes of this section, abandonment shall be as set
30 forth in s. 83.59(3)(c).

31 Section 3. Section 715.105, Florida Statutes, is

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1 amended to read:

2 715.105 Form of notice to former tenant.--

3 (1) A notice to the former tenant which is in
4 substantially the following form satisfies the requirements of
5 s. 715.104:

6

7 Notice of Right to Reclaim Abandoned Property

8 To: ...(Name of former tenant)...

9 ...(Address of former tenant)...

10 When you vacated the premises at ...(address of
11 premises, including room or apartment number, if any)..., the
12 following personal property remained: ...(insert description
13 of personal property)....

14 You may claim this property at ...(address where
15 property may be claimed)....

16 Unless you pay the reasonable costs of storage and
17 advertising, if any, for all the above-described property and
18 take possession of the property which you claim, not later
19 than ...(insert date not fewer than 10 days after notice is
20 personally delivered or, if mailed, not fewer than 15 days
21 after notice is deposited in the mail)..., this property may
22 be disposed of pursuant to s. 715.109.

23 (Insert here the statement required by subsection (2))

24 Dated:.... ...(Signature of landlord)...

25 ...(Type or print name of landlord)...

26 ...(Telephone number)...

27 ...(Address)...

28

29 (2) The notice set forth in subsection (1) shall also
30 contain one of the following statements:

31 (a) "If you fail to reclaim the property, it will be

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1 sold at a public sale after notice of the sale has been given
2 by publication. You have the right to bid on the property at
3 this sale. After the property is sold and the costs of
4 storage, advertising, and sale are deducted, the remaining
5 money will be paid over to the county. You may claim the
6 remaining money at any time within 1 year after the county
7 receives the money."

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

12 Section 4. Section 715.106, Florida Statutes, is
13 amended to read:

14 715.106 Form of notice to owner other than former
15 tenant.--

16 (1) A notice which is in substantially the following
17 form given to a person who is not the former tenant and whom
18 the landlord reasonably believes to be the owner of any of the
19 abandoned personal property satisfies the requirements of s.
20 715.104:

21
22 Notice of Right to Reclaim Abandoned Property

23 To: ...(Name)...

24 ...(Address)...

25 When ...(name of former tenant)... vacated the premises
26 at ...(address of premises, including room or apartment
27 number, if any)..., the following personal property remained:
28 ...(insert description of personal property)....

29 If you own any of this property, you may claim it at
30 ...(address where property may be claimed).... Unless you pay
31 the reasonable costs of storage and advertising, if any, and

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1 take possession of the property to which you are entitled, not
2 later than ...(insert date not fewer than 10 days after notice
3 is personally delivered or, if mailed, not fewer than 15 days
4 after notice is deposited in the mail)..., this property may
5 be disposed of pursuant to s. 715.109.

6 (Insert here the statement required by subsection (2))

7 Dated:.... (Signature of landlord)...

8 ...(Type or print name of landlord)...

9 ...(Telephone number)...

10 ...(Address)...

11
12 (2) The notice set forth in subsection (1) shall also
13 contain one of the following statements:

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

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

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

28 715.109 Sale or disposition of abandoned property.--

29 (1) If the personal property described in the notice
30 is not released pursuant to s. 715.108, it shall be sold at
31 public sale by competitive bidding. However, if the landlord

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1 reasonably believes that the total resale value of the
2 property not released is less than ~~\$500~~~~\$250~~, she or he may
3 retain such property for her or his own use or dispose of it
4 in any manner she or he chooses. Nothing in this section
5 shall be construed to preclude the landlord or tenant from
6 bidding on the property at the public sale. The successful
7 bidder's title is subject to ownership rights, liens, and
8 security interests which have priority by law.

9 Section 6. (1) Any member of the United States Armed
10 Forces who is required to move pursuant to permanent change of
11 station orders to depart 50 miles or more from the location of
12 a rental premise or is prematurely or involuntarily discharged
13 or released from active duty with the United States Armed
14 Forces, may terminate his rental agreement by providing the
15 landlord with a written notice of termination to be effective
16 on the date stated in the notice that is at least 30 days
17 after the landlord's receipt of the notice. The notice to the
18 landlord must be accompanied by either a copy of the official
19 military orders or a written verification signed by the
20 member's Commanding Officer.

21 (2) Upon termination of a rental agreement under this
22 section, the tenant is liable for the rent due under the
23 rental agreement prorated to the effective date of the
24 termination payable at such time as would have otherwise been
25 required by the terms of the rental agreement. The tenant is
26 not liable for any other rent or damages due to the early
27 termination of the tenancy except the liquidated damages
28 provided in this section. If a member terminates the rental
29 agreement pursuant to this section, 14 or more days prior to
30 occupancy, no damages or penalties of any kind are due.

31 (3) In consideration of early termination of the

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1 rental agreement, the tenant is liable to the landlord for
 2 liquidated damages provided the tenant has completed less than
 3 nine months of the tenancy and the landlord has suffered
 4 actual damages due to loss of the tenancy. The liquidated
 5 damages must be no greater than one month's rent if the tenant
 6 has completed less than six months of the tenancy as of the
 7 effective date of termination, or one-half of one month's rent
 8 if the tenant has completed at least six but not less than
 9 nine months of the tenancy as of the effective date of
 10 termination.

11 (4) The provisions of this section may not be waived
 12 or modified by the agreement of the parties under any
 13 circumstances.

14 Section 7. This act shall take effect July 1, 2001.

18 ===== T I T L E A M E N D M E N T =====

19 And the title is amended as follows:

20 On page 1, lines 2-13,
 21 remove from the title of the bill: all of said lines

22
 23 and insert in lieu thereof:

24 An act relating to landlord and tenant;
 25 amending s. 83.49, F.S.; increasing the time
 26 period within which a landlord must return a
 27 security deposit; amending s. 83.67, F.S.;
 28 exempting certain landlords from a requirement
 29 to give notice to former tenants regarding
 30 personal property; amending ss. 715.105,
 31 715.106, and 715.109, F.S.; increasing the

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value of abandoned personal property that may
be kept, sold, or destroyed by a landlord;
conforming notice provisions; providing for
termination of a rental agreement by a member
of the United States Armed Forces; providing an
effective date.