

By the Committee on Judiciary and Senator Saunders

308-1506-01

1 A bill to be entitled
2 An act relating to landlord and tenant;
3 amending s. 83.49, F.S.; increasing the time
4 period within which a landlord must return a
5 security deposit; amending s. 83.67, F.S.;
6 exempting certain landlords from a requirement
7 to give notice to former tenants regarding
8 personal property; amending s. 475.011, F.S.;
9 providing an exemption from the real estate
10 brokers and salespersons regulatory law;
11 amending ss. 715.105, 715.106, 715.109, F.S.;
12 increasing the value of abandoned personal
13 property that may be kept, sold, or destroyed
14 by a landlord; conforming notice provisions;
15 providing an effective date.

16
17 Be It Enacted by the Legislature of the State of Florida:

18
19 Section 1. Subsection (3) of section 83.49, Florida
20 Statutes, is amended to read:

21 83.49 Deposit money or advance rent; duty of landlord
22 and tenant.--

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

31

1 This is a notice of my intention to impose a claim for
2 damages in the amount of upon your security deposit, due
3 to

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

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

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

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

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

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

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

9 83.67 Prohibited practices.--

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

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

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

1 Section 3. Subsection (13) is added to section
2 475.011, Florida Statutes, to read:

3 475.011 Exemptions.--This part does not apply to:
4 (13) Any property management firm or any property
5 owner of an apartment community paying a finder's fee or
6 referral fee to an unlicensed person who is a tenant in or an
7 employee of that apartment complex or property management firm
8 as long as the value of the finder's fee or referral fee does
9 not exceed \$50 per transaction. This section does not permit
10 an unlicensed person to advertise or otherwise promote the
11 person's services in procuring or assisting to procure
12 prospective lessors or tenants of apartment units. For the
13 purposes of this subsection, the phrase, "finder's fee or
14 referral fee" means a fee paid, rent credit, or something of
15 value given to a person for introducing or arranging an
16 introduction between the parties to a transaction involving
17 the rental of an apartment unit.

18 Section 4. Section 715.105, Florida Statutes, is
19 amended to read:

20 715.105 Form of notice to former tenant.--
21 (1) A notice to the former tenant which is in
22 substantially the following form satisfies the requirements of
23 s. 715.104:

24
25 Notice of Right to Reclaim Abandoned Property

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

27 ...(Address of former tenant)...

28 When you vacated the premises at ...(address of
29 premises, including room or apartment number, if any)..., the
30 following personal property remained: ...(insert description
31 of personal property)....

1 715.106 Form of notice to owner other than former
2 tenant.--

3 (1) A notice which is in substantially the following
4 form given to a person who is not the former tenant and whom
5 the landlord reasonably believes to be the owner of any of the
6 abandoned personal property satisfies the requirements of s.
7 715.104:

8
9 Notice of Right to Reclaim Abandoned Property

10 To: ...(Name)..
11 ...(Address)...

12 When ...(name of former tenant)... vacated the premises
13 at ...(address of premises, including room or apartment
14 number, if any)..., the following personal property remained:
15 ...(insert description of personal property)....

16 If you own any of this property, you may claim it at
17 ...(address where property may be claimed).... Unless you pay
18 the reasonable costs of storage and advertising, if any, and
19 take possession of the property to which you are entitled, not
20 later than ...(insert date not fewer than 10 days after notice
21 is personally delivered or, if mailed, not fewer than 15 days
22 after notice is deposited in the mail)..., this property may
23 be disposed of pursuant to s. 715.109.

24 (Insert here the statement required by subsection (2))
25 Dated:.... ...(Signature of landlord)..
26 ...(Type or print name of landlord)..
27 ...(Telephone number)..
28 ...(Address)...

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

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

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

13 Section 6. Subsection (1) of section 715.109, Florida
14 Statutes, is amended to read:

15 715.109 Sale or disposition of abandoned property.--

16 (1) If the personal property described in the notice
17 is not released pursuant to s. 715.108, it shall be sold at
18 public sale by competitive bidding. However, if the landlord
19 reasonably believes that the total resale value of the
20 property not released is less than \$500~~\$250~~, she or he may
21 retain such property for her or his own use or dispose of it
22 in any manner she or he chooses. Nothing in this section
23 shall be construed to preclude the landlord or tenant from
24 bidding on the property at the public sale. The successful
25 bidder's title is subject to ownership rights, liens, and
26 security interests which have priority by law.

27 Section 7. This act shall take effect July 1, 2001.
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STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
COMMITTEE SUBSTITUTE FOR
SB 838

Adds an exemption to s. 475.011, F.S., which pertains to activities not deemed to be the unlicensed practice of real estate brokering or selling, to allow apartment complex residents, and apartment complex or property management company employees, to receive referral fees from property management firms or apartment owners not to exceed \$50 per transaction for the referral of new residents to an apartment complex.