

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 notify a
5 tenant of the intention to impose a claim on a
6 security deposit; amending s. 83.67, F.S.;
7 exempting certain landlords from a requirement
8 to give notice to former tenants regarding
9 personal property; amending ss. 715.105,
10 715.106, and 715.109, F.S.; increasing the
11 value of abandoned personal property that may
12 be kept, sold, or destroyed by a landlord;
13 conforming notice provisions; providing for
14 termination of a rental agreement by a member
15 of the United States Armed Forces; amending s.
16 475.011, F.S.; providing an additional
17 exemption for certain activities; providing an
18 effective date.

19

20 Be It Enacted by the Legislature of the State of Florida:

21

22 Section 1. Subsection (3) of section 83.49, Florida
23 Statutes, is amended to read:24 83.49 Deposit money or advance rent; duty of landlord
25 and tenant.--26 (3)(a) Upon the vacating of the premises for
27 termination of the lease, if the landlord does not intend to
28 impose a claim on the security deposit, the landlord shall
29 have 15 days to return the security deposit together with
30 interest if otherwise required, or the landlord shall have 30
31 days in which to give the tenant written notice by certified

1 mail to the tenant's last known mailing address of his or her
2 intention to impose a claim on the deposit and the reason for
3 imposing the claim. The notice shall contain a statement in
4 substantially the following form:

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

14
15 If the landlord fails to give the required notice within the
16 30-day ~~15-day~~ period, he or she forfeits the right to impose a
17 claim upon the security deposit.

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

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

30 (d) Compliance with this section by an individual or
31 business entity authorized to conduct business in this state,

1 including Florida-licensed real estate brokers and
2 salespersons, shall constitute compliance with all other
3 relevant Florida Statutes pertaining to security deposits held
4 pursuant to a rental agreement or other landlord-tenant
5 relationship. Enforcement personnel shall look solely to this
6 section to determine compliance. This section prevails over
7 any conflicting provisions in chapter 475 and in other
8 sections of the Florida Statutes, and shall operate to permit
9 licensed real estate brokers to disburse security deposits and
10 deposit money without having to comply with the notice and
11 settlement procedures contained in s. 475.25(1)(d).

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

14 83.67 Prohibited practices.--

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

29
30 BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON
31 SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83,~~THE~~

1 FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR
2 RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S
3 PERSONAL PROPERTY.

4

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

7 Section 3. Section 715.105, Florida Statutes, is
8 amended to read:

9 715.105 Form of notice to former tenant.--

10 (1) A notice to the former tenant which is in
11 substantially the following form satisfies the requirements of
12 s. 715.104:

13

14 Notice of Right to Reclaim Abandoned Property

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

16 ...(Address of former tenant)...

17

18 When you vacated the premises at ...(address of
19 premises, including room or apartment number, if any)..., the
20 following personal property remained: ...(insert description
21 of personal property)....

22

23 You may claim this property at ...(address where
24 property may be claimed)....

25

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

30

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

31

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

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

2 ...(Telephone number)...

3 ...(Address)...

4

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

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

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

19 Section 4. Section 715.106, Florida Statutes, is
20 amended to read:

21 715.106 Form of notice to owner other than former
22 tenant.--

23 (1) A notice which is in substantially the following
24 form given to a person who is not the former tenant and whom
25 the landlord reasonably believes to be the owner of any of the
26 abandoned personal property satisfies the requirements of s.
27 715.104:

28

29 Notice of Right to Reclaim Abandoned Property

30 To: ...(Name)...

31 ...(Address)...

1 When ...(name of former tenant)... vacated the premises
2 at ...(address of premises, including room or apartment
3 number, if any)..., the following personal property remained:
4 ...(insert description of personal property)....

5 If you own any of this property, you may claim it at
6 ...(address where property may be claimed).... Unless you pay
7 the reasonable costs of storage and advertising, if any, and
8 take possession of the property to which you are entitled, not
9 later than ...(insert date not fewer than 10 days after notice
10 is personally delivered or, if mailed, not fewer than 15 days
11 after notice is deposited in the mail)..., this property may
12 be disposed of pursuant to s. 715.109.

13 (Insert here the statement required by subsection (2))
14 Dated:.... ...(Signature of landlord)...
15 ...(Type or print name of landlord)...
16 ...(Telephone number)...
17 ...(Address)...

18
19 (2) The notice set forth in subsection (1) shall also
20 contain one of the following statements:

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

29 (b) "Because this property is believed to be worth
30 less than ~~\$500~~\$250, it may be kept, sold, or destroyed

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1 without further notice if you fail to reclaim it within the
2 time indicated above."

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

5 715.109 Sale or disposition of abandoned property.--

6 (1) If the personal property described in the notice
7 is not released pursuant to s. 715.108, it shall be sold at
8 public sale by competitive bidding. However, if the landlord
9 reasonably believes that the total resale value of the
10 property not released is less than ~~\$500~~^{\$250}, she or he may
11 retain such property for her or his own use or dispose of it
12 in any manner she or he chooses. Nothing in this section
13 shall be construed to preclude the landlord or tenant from
14 bidding on the property at the public sale. The successful
15 bidder's title is subject to ownership rights, liens, and
16 security interests which have priority by law.

17 Section 6. (1)(a) Any member of the United States
18 Armed Forces who is required to move pursuant to permanent
19 change of station orders to depart 35 miles or more from the
20 location of a rental premises or who is prematurely or
21 involuntarily discharged or released from active duty with the
22 United States Armed Forces may terminate his or her rental
23 agreement by providing the landlord with a written notice of
24 termination to be effective on the date stated in the notice
25 that is at least 30 days after the landlord's receipt of the
26 notice. The notice to the landlord must be accompanied by
27 either a copy of the official military orders or a written
28 verification signed by the member's commanding officer.

29 (b) In the event a member of the United States Armed
30 Forces dies during active duty, an adult member of his
31 immediate family may terminate his rental agreement by

1 providing the landlord with a written notice of termination to
2 be effective on the date stated in the notice that is at least
3 30 days after the landlord's receipt of the notice. The
4 notice to the landlord must be accompanied by either a copy of
5 the official military orders or a written verification signed
6 by the member's Commanding Officer.

7 (2) Upon termination of a rental agreement under this
8 section, the tenant is liable for the rent due under the
9 rental agreement prorated to the effective date of the
10 termination payable at such time as would have otherwise been
11 required by the terms of the rental agreement. The tenant is
12 not liable for any other rent or damages due to the early
13 termination of the tenancy except the liquidated damages
14 provided in this section. If a tenant terminates the rental
15 agreement pursuant to this section 14 or more days prior to
16 occupancy, no damages or penalties of any kind are due.

17 (3) In consideration of early termination of the
18 rental agreement, the tenant is liable to the landlord for
19 liquidated damages provided the tenant has completed less than
20 9 months of the tenancy and the landlord has suffered actual
21 damages due to loss of the tenancy. The liquidated damages
22 must be no greater than 1 month's rent if the tenant has
23 completed less than 6 months of the tenancy as of the
24 effective date of termination, or one-half of 1 month's rent
25 if the tenant has completed at least 6 but not less than 9
26 months of the tenancy as of the effective date of termination.

27 (4) The provisions of this section may not be waived
28 or modified by the agreement of the parties under any
29 circumstances.

30 Section 7. Subsection (13) is added to section
31 475.011, Florida Statutes, to read:

1 475.011 Exemptions.--This part does not apply to:
2 (13) Any property management firm or any owner of an
3 apartment complex for the act of paying a finder's fee or
4 referral fee to an unlicensed person who is a tenant in such
5 apartment complex provided the value of the fee does not
6 exceed \$50 per transaction. Nothing in this subsection
7 authorizes an unlicensed person to advertise or otherwise
8 promote the person's services in procuring or assisting in
9 procuring prospective lessees or tenants of apartment units.
10 For purposes of this subsection, "finder's fee" or "referral
11 fee" means a fee paid, credit towards rent, or some other
12 thing of value provided to a person for introducing or
13 arranging an introduction between parties to a transaction
14 involving the rental or lease of an apartment unit. It is a
15 violation of s. 475.25(1)(h) and punishable under s. 475.42
16 for a property management firm or any owner of an apartment
17 complex to pay a finder's fee or a referral fee to an
18 unlicensed person unless expressly authorized by this
19 subsection.

20 Section 8. This act shall take effect July 1, 2001.
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