

By the Committee on Military and Veterans' Affairs, Base Protection, and Spaceports; and Senators Fasano and Lynn

301-1920-03

1 A bill to be entitled
2 An act relating to the rights of members of the
3 United States Armed Forces, the United States
4 Reserve Forces, and the Florida National Guard;
5 amending s. 83.67, F.S.; prohibiting a landlord
6 from discriminating against a member in
7 offering a dwelling unit or in any terms of a
8 rental agreement; amending s. 83.682, F.S.;
9 providing conditions under which a member may
10 terminate his or her rental agreement; revising
11 liability in the event of early termination of
12 a tenancy; amending s. 115.09, F.S.; requiring
13 the granting of leave of absence for state,
14 county, and municipal officials who are members
15 of the National Guard or a reserve component of
16 the Armed Forces; amending s. 115.14, F.S.;
17 requiring the granting of leave of absence for
18 state, county, and municipal employees;
19 revising provisions with respect to
20 supplemental pay; creating s. 250.035, F.S.;
21 providing for the applicability of federal law;
22 creating s. 520.14, F.S.; providing conditions
23 under which a member may terminate his or her
24 retail installment contract for leasing a motor
25 vehicle; amending s. 627.7283, F.S.; requiring
26 an insurer to refund the entire unearned
27 premium to any member of the United States
28 Armed Forces who cancels a policy under certain
29 circumstances; amending s. 1009.531, F.S.;
30 extending eligibility for, and use of,
31 scholarships under the Florida Bright Futures

1 Program based on military service; providing an
2 effective date.

3
4 WHEREAS, the United States is once again experiencing
5 the mobilization and deployment of U.S. troops, and

6 WHEREAS, while our military personnel are devoting
7 their entire energy to the needs of our nation, we must ensure
8 that they, and their families, are protected at home, and

9 WHEREAS, the additional protections and benefits
10 provided by this act are necessary and proper given the
11 sacrifice of our uniformed men and women and their families,
12 NOW, THEREFORE,

13

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

15

16 Section 1. Section 83.67, Florida Statutes, is amended
17 to read:

18 83.67 Prohibited practices.--

19 (1) No landlord of any dwelling unit governed by this
20 part shall discriminate against any member of the United
21 States Armed Forces, the United States Reserve Forces, or the
22 Florida National Guard in offering a dwelling unit for rent or
23 in any of the terms of the rental agreement.

24 ~~(2)(1)~~ No landlord of any dwelling unit governed by
25 this part shall cause, directly or indirectly, the termination
26 or interruption of any utility service furnished the tenant,
27 including, but not limited to, water, heat, light,
28 electricity, gas, elevator, garbage collection, or
29 refrigeration, whether or not the utility service is under the
30 control of, or payment is made by, the landlord.

31

1 (3)~~(2)~~ No landlord of any dwelling unit governed by
2 this part shall prevent the tenant from gaining reasonable
3 access to the dwelling unit by any means, including, but not
4 limited to, changing the locks or using any bootlock or
5 similar device.

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

20
21 BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON
22 SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA
23 STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR
24 STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

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

28 (5)~~(4)~~ A landlord who violates the provisions of this
29 section shall be liable to the tenant for actual and
30 consequential damages or 3 months' rent, whichever is greater,
31 and costs, including attorney's fees. Subsequent or repeated

1 | violations which are not contemporaneous with the initial
2 | violation shall be subject to separate awards of damages.

3 | ~~(6)(5)~~ A violation of this section shall constitute
4 | irreparable harm for the purposes of injunctive relief.

5 | ~~(7)(6)~~ The remedies provided by this section are not
6 | exclusive and shall not preclude the tenant from pursuing any
7 | other remedy at law or equity which the tenant may have.

8 | Section 2. Section 83.682, Florida Statutes, is
9 | amended to read:

10 | 83.682 Termination of rental agreement by a member of
11 | the United States Armed Forces, the United States Reserve
12 | Forces, or the Florida National Guard.--

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

27 | (a) The member is required, pursuant to a permanent
28 | change of station orders, to move 35 miles or more from the
29 | location of the rental premises;

30 | (b) The member is prematurely or involuntarily
31 | discharged or released from active duty;

1 (c) The member is released from federal or state
2 active duty after having leased the rental premises while on
3 federal or state active duty status and the rental premises is
4 more than 35 miles away from the member's home of record prior
5 to entering active duty;

6 (d) The member receives military orders requiring him
7 or her to move into government quarters or, after entering
8 into a rental agreement, the member becomes eligible to live
9 in government quarters;

10 (e) The member receives temporary duty orders,
11 temporary change of station orders, or state active duty
12 orders to an area more than 35 miles from the location of the
13 rental premises, provided such orders are for a period
14 exceeding 60 days; or

15 (f) The member has leased the property, but prior to
16 taking possession of the rental premises, receives a change of
17 orders to an area that is more than 35 miles from the location
18 of the rental premises.

19
20 The notice to the landlord must be accompanied by either a
21 copy of the official military orders or a written verification
22 signed by the member's commanding officer.

23 (2)(b) In the event a member of the United States
24 Armed Forces dies during active duty, an adult member of his
25 or her immediate family may terminate the member's rental
26 agreement by providing the landlord with a written notice of
27 termination to be effective on the date stated in the notice
28 that is at least 30 days after the landlord's receipt of the
29 notice. The notice to the landlord must be accompanied by
30 either a copy of the official military orders or a written
31 verification signed by the member's Commanding Officer.

1 (3)~~(2)~~ Upon termination of a rental agreement under
2 this section, the tenant is liable for the rent due under the
3 rental agreement prorated to the effective date of the
4 termination payable at such time as would have otherwise been
5 required by the terms of the rental agreement. The tenant is
6 not liable for any other rent or damages due to the early
7 termination of the tenancy ~~except the liquidated damages~~
8 ~~provided in this section~~. If a tenant terminates the rental
9 agreement pursuant to this section 14 or more days prior to
10 occupancy, no damages or penalties of any kind are due.

11 ~~(3) In consideration of early termination of the~~
12 ~~rental agreement, the tenant is liable to the landlord for~~
13 ~~liquidated damages provided the tenant has completed less than~~
14 ~~9 months of the tenancy and the landlord has suffered actual~~
15 ~~damages due to loss of the tenancy. The liquidated damages~~
16 ~~must be no greater than 1 month's rent if the tenant has~~
17 ~~completed less than 6 months of the tenancy as of the~~
18 ~~effective date of termination, or one-half of 1 month's rent~~
19 ~~if the tenant has completed at least 6 but not less than 9~~
20 ~~months of the tenancy as of the effective date of termination.~~

21 (4) The provisions of this section may not be waived
22 or modified by the agreement of the parties under any
23 circumstances.

24 Section 3. Section 115.09, Florida Statutes, is
25 amended to read:

26 115.09 Leave to public officials for military
27 service.--All officials of the state, the several counties of
28 the state, and the municipalities or political subdivisions of
29 the state, including district school and community college
30 officers, which officials are also members of ~~officers or~~
31 ~~enlisted personnel~~ in the National Guard or a reserve

1 component of the Armed Forces of the United States shall ~~may,~~
2 ~~subject to the provisions and conditions hereafter set forth,~~
3 be granted leave of absence from their respective offices and
4 duties to perform active military service, the first 30 days
5 of any such leave of absence to be with full pay.

6 Section 4. Section 115.14, Florida Statutes, is
7 amended to read:

8 115.14 Employees.--All employees of the state, the
9 several counties of the state, and the municipalities or
10 political subdivisions of the state shall ~~may, in the~~
11 ~~discretion of the employing authority of such employee,~~ be
12 granted leave of absence under the terms of this law; upon
13 such leave of absence being granted said employee shall enjoy
14 the same rights and privileges as are hereby granted to
15 officials under this law including, without limitation,
16 receiving full pay for the first 30 days, ~~insofar as may be.~~
17 Notwithstanding the provisions of s. 115.09, the employing
18 authority may supplement the military pay of its officials and
19 employees who are reservists called to active military service
20 after ~~for~~ the first 30 days ~~with full pay and, thereafter,~~ in
21 an amount necessary to bring their total salary, inclusive of
22 their base military pay, to the level earned at the time they
23 were called to active military duty. The employing authority
24 may also, in its discretion, continue to provide any health
25 insurance and other existing benefits to such officials and
26 employees.

27 Section 5. Section 250.035, Florida Statutes, is
28 created to read:

29 250.035 Applicability of federal law.--Florida law
30 provides certain protections to members of the United States
31 Armed Forces, the United States Reserve Forces, and the

1 Florida National Guard in various legal proceedings and
2 contractual relationships. In addition to these state
3 provisions, federal law also contains protections that are
4 applicable to members in every state even though such
5 provisions are not specifically identified under state law.

6 Section 6. Section 520.14, Florida Statutes, is
7 created to read:

8 520.14 Termination of retail installment contract for
9 leasing a motor vehicle by a member of the United States Armed
10 Forces, the United States Reserve Forces, or the Florida
11 National Guard.--

12 (1) Any member of the United States Armed Services,
13 the United States Reserve Forces, or the Florida National
14 Guard may terminate his or her retail installment contract for
15 leasing a motor vehicle by providing the sales finance company
16 with a written notice of termination, effective on the date
17 specified in the notice, which date shall be at least 30 days
18 after the receipt of the notice by the sales finance company,
19 if any of the following criteria are met:

20 (a) The member is required, pursuant to a permanent
21 change of station, to move outside the continental United
22 States; or

23 (b) The member receives temporary duty orders,
24 temporary change of station orders, or state active duty
25 orders outside the continental United States, provided such
26 orders are for a period exceeding 60 days.

27 (2) The written notice to the sales finance company
28 must be accompanied by either a copy of the official military
29 orders or a written verification signed by the member's
30 commanding officer.

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1 Section 7. Subsection (5) is added to section
2 627.7283, Florida Statutes, to read:

3 627.7283 Cancellation; return of premium.--

4 (5) The insurer must refund 100 percent of the
5 unearned premium if the insured is a member of the United
6 States Armed Forces, whether an active or reserve member, who
7 cancels because he or she is called to active duty or
8 transferred by the United States Armed Forces to a location
9 where the insurance is not required. The insurer may require
10 a member of the United States Armed Forces to submit either a
11 copy of the official military orders or a written verification
12 signed by the member's commanding officer to support the
13 refund authorized under this subsection. If the insurer
14 cancels, the insurer must refund 100 percent of the unearned
15 premium. Cancellation is without prejudice to any claim
16 originating prior to the effective date of the cancellation.
17 For purposes of this section, unearned premiums must be
18 computed on a pro rata basis.

19 Section 8. Subsection (2) of section 1009.531, Florida
20 Statutes, is amended to read:

21 1009.531 Florida Bright Futures Scholarship Program;
22 student eligibility requirements for initial awards.--

23 (2) A student is eligible to accept an initial award
24 for 3 years following high school graduation and to accept a
25 renewal award for 7 years following high school graduation. A
26 student who applies for an award by high school graduation and
27 who meets all other eligibility requirements, but who does not
28 accept his or her award, may reapply during subsequent
29 application periods up to 3 years after high school
30 graduation. For a student who enlists in the United States
31 Armed Forces directly out of high school, the 3-year

1 eligibility period for his or her initial award shall begin
2 upon the date of separation from active duty. For a student
3 who is receiving a Florida Bright Futures Scholarship and
4 discontinues his or her education to enlist in the United
5 States Armed Forces, the remainder of his or her 7-year
6 renewal period shall commence upon the date of separation from
7 active duty.

8 Section 9. This act shall take effect upon becoming a
9 law.

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11 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
12 COMMITTEE SUBSTITUTE FOR
13 Senate Bill 1098

14 The original version of SB 1098 reflected the Legislature's
15 intent to support and improve the quality of life for members
16 of the Armed Services in the state. The committee substitute
17 addresses specific issues that were identified by the Florida
18 National Guard as areas that could be improved to better
19 address the environment of today's military men and women.
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