

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. 250.015, F.S.;
21 providing legislative intent; creating s.
22 250.035, F.S.; providing for the applicability
23 of federal law; creating s. 520.14, F.S.;
24 providing conditions under which a member may
25 terminate his or her retail installment
26 contract for leasing a motor vehicle; amending
27 s. 627.7283, F.S.; requiring an insurer to
28 refund the entire unearned premium to any
29 member of the United States Armed Forces who
30 cancels a policy under certain circumstances;
31 creating s. 689.27, F.S., providing

1 requirements and procedure with respect to the
2 termination by a member of the United States
3 Armed Services, the United States Reserve
4 Forces, or the Florida National Guard of an
5 agreement to purchase real property; amending
6 s. 1009.531, F.S.; extending eligibility for,
7 and use of, scholarships under the Florida
8 Bright Futures Program based on military
9 service; providing an effective date.

10
11 WHEREAS, the United States is once again experiencing
12 the mobilization and deployment of U.S. troops, and

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

16 WHEREAS, the additional protections and benefits
17 provided by this act are necessary and proper given the
18 sacrifice of our uniformed men and women and their families,
19 NOW, THEREFORE,

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

22
23 Section 1. Section 83.67, Florida Statutes, is amended
24 to read:

25 83.67 Prohibited practices.--

26 (1) No landlord of any dwelling unit governed by this
27 part shall discriminate against any member of the United
28 States Armed Forces, the United States Reserve Forces, or the
29 Florida National Guard in offering a dwelling unit for rent or
30 in any of the terms of the rental agreement.

31

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

8 (3)~~(2)~~ No landlord of any dwelling unit governed by
9 this part shall prevent the tenant from gaining reasonable
10 access to the dwelling unit by any means, including, but not
11 limited to, changing the locks or using any bootlock or
12 similar device.

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

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

1
2 For the purposes of this section, abandonment shall be as set
3 forth in s. 83.59(3)(c).

4 ~~(5)(4)~~ A landlord who violates the provisions of this
5 section shall be liable to the tenant for actual and
6 consequential damages or 3 months' rent, whichever is greater,
7 and costs, including attorney's fees. Subsequent or repeated
8 violations which are not contemporaneous with the initial
9 violation shall be subject to separate awards of damages.

10 ~~(6)(5)~~ A violation of this section shall constitute
11 irreparable harm for the purposes of injunctive relief.

12 ~~(7)(6)~~ The remedies provided by this section are not
13 exclusive and shall not preclude the tenant from pursuing any
14 other remedy at law or equity which the tenant may have.

15 Section 2. Section 83.682, Florida Statutes, is
16 amended to read:

17 83.682 Termination of rental agreement by a member of
18 the United States Armed Forces, the United States Reserve
19 Forces, or the Florida National Guard.--

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

1 ~~orders or a written verification signed by the member's~~
2 ~~commanding officer.~~

3 (a) The member is required, pursuant to a permanent
4 change of station orders, to move 35 miles or more from the
5 location of the rental premises;

6 (b) The member is prematurely or involuntarily
7 discharged or released from active duty;

8 (c) The member is released from federal or state
9 active duty after having leased the rental premises while on
10 federal or state active duty status and the rental premises is
11 more than 35 miles away from the member's home of record prior
12 to entering active duty;

13 (d) The member receives military orders requiring him
14 or her to move into government quarters or, after entering
15 into a rental agreement, the member becomes eligible to live
16 in government quarters;

17 (e) The member receives temporary duty orders,
18 temporary change of station orders, or state active duty
19 orders to an area more than 35 miles from the location of the
20 rental premises, provided such orders are for a period
21 exceeding 60 days; or

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

26
27 The notice to the landlord must be accompanied by either a
28 copy of the official military orders or a written verification
29 signed by the member's commanding officer.

30 ~~(2)(b)~~ ~~In the event a member of the United States~~
31 ~~Armed Forces~~ dies during active duty, an adult member of his

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

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

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

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

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1 Section 3. Section 115.09, Florida Statutes, is
2 amended to read:

3 115.09 Leave to public officials for military
4 service.--All officials of the state, the several counties of
5 the state, and the municipalities or political subdivisions of
6 the state, including district school and community college
7 officers, which officials are also members of ~~officers or~~
8 ~~enlisted personnel~~ in the National Guard or a reserve
9 component of the Armed Forces of the United States shall ~~may~~,
10 ~~subject to the provisions and conditions hereafter set forth~~,
11 be granted leave of absence from their respective offices and
12 duties to perform active military service, the first 30 days
13 of any such leave of absence to be with full pay.

14 Section 4. Section 115.14, Florida Statutes, is
15 amended to read:

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

1 may also, in its discretion, continue to provide any health
2 insurance and other existing benefits to such officials and
3 employees.

4 Section 5. Section 250.015, Florida Statutes, is
5 created to read:

6 250.015 Legislative intent.--It is the intent of the
7 Legislature that men and women who serve in the Florida
8 National Guard, the United States Armed Forces and Armed
9 Forces Reserves understand their rights under applicable state
10 and federal laws. Further, it is the intent of the Legislature
11 that Florida residents and businesses understand the rights
12 afforded to the men and women who volunteer their time and
13 sacrifice their lives to protect the freedoms granted by the
14 Constitutions of the United States and the State of Florida.

15 Section 6. Section 250.035, Florida Statutes, is
16 created to read:

17 250.035 Applicability of federal law.--Florida law
18 provides certain protections to members of the United States
19 Armed Forces, the United States Reserve Forces, and the
20 Florida National Guard in various legal proceedings and
21 contractual relationships. In addition to these state
22 provisions, federal law also contains protections, such as
23 those provided in the Soldiers' and Sailors' Civil Relief Act
24 (SSCRA), Title 50, Appendix United States Code, Section 501,
25 et seq., as amended, and the Uniformed Services Employment and
26 Reemployment Rights Act (USERRA), Title 38 United States Code,
27 Chapter 43, as amended, that are applicable to members in
28 every state even though such provisions are not specifically
29 identified under state law.

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

1 520.14 Termination of retail installment contract for
2 leasing a motor vehicle by a member of the United States Armed
3 Forces, the United States Reserve Forces, or the Florida
4 National Guard.--

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

13 (a) The member is required, pursuant to a permanent
14 change of station, to move outside the continental United
15 States; or

16 (b) The member receives temporary duty orders,
17 temporary change of station orders, or state active duty
18 orders outside the continental United States, provided such
19 orders are for a period exceeding 60 days.

20 (2) The written notice to the sales finance company
21 must be accompanied by either a copy of the official military
22 orders or a written verification signed by the member's
23 commanding officer.

24 Section 8. Subsection (5) is added to section
25 627.7283, Florida Statutes, to read:

26 627.7283 Cancellation; return of premium.--

27 (5) The insurer must refund 100 percent of the
28 unearned premium if the insured is a member of the United
29 States Armed Forces, whether an active or reserve member, who
30 cancels because he or she is called to active duty or
31 transferred by the United States Armed Forces to a location

1 where the insurance is not required. The insurer may require
2 a member of the United States Armed Forces to submit either a
3 copy of the official military orders or a written verification
4 signed by the member's commanding officer to support the
5 refund authorized under this subsection. If the insurer
6 Cancels, the insurer must refund 100 percent of the unearned
7 premium. Cancellation is without prejudice to any claim
8 originating prior to the effective date of the cancellation.
9 For purposes of this section, unearned premiums must be
10 computed on a pro rata basis.

11 Section 9. Section 689.27, Florida Statutes, is
12 created to read:

13 689.27 Termination of agreement to purchase real
14 property by a member of the United States Armed Forces, the
15 United States Reserve Forces, or the Florida National Guard.--

16 (1) Notwithstanding any other provisions of law and
17 for the purposes of this section:

18 (a) "Closing" means the finalizing of the sale of
19 property, upon which title to the property is transferred from
20 the seller to the buyer.

21 (b) "Contract" means an instrument purporting to
22 contain an agreement to purchase real property.

23 (c) "Property" means a house, condominium, or mobile
24 home that a member intends to purchase to serve as his or her
25 primary residence.

26 (2) Any member of the United States Armed Forces, the
27 United States Reserve Forces, or the Florida National Guard
28 may terminate a contract to purchase property, prior to
29 closing on such property, by providing the seller or mortgagor
30 of the property with a written notice of termination to be

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1 effective immediately, if any of the following criteria are
2 met:

3 (a) The member is required, pursuant to a permanent
4 change of station orders received after entering into a
5 contract for the property, to move 35 miles or more from the
6 location of the property;

7 (b) The member is released from federal or state
8 active duty after having agreed to purchase the property while
9 serving on federal or state active duty status, and the
10 property is more than 35 miles away from the member's home of
11 record prior to entering active duty;

12 (c) The member receives military orders requiring him
13 or her to move into government quarters or, after contracting
14 to purchase property but prior to closing, the member becomes
15 eligible to live in government quarters;

16 (d) Prior to closing, the member receives temporary
17 duty orders, temporary change of station orders, or state
18 active duty orders to an area more than 35 miles from where
19 the property is located, provided such orders are for a period
20 exceeding 90 days; or

21 (e) The member has entered into an agreement to
22 purchase the property, but prior to taking possession of the
23 property, receives a change of orders to an area located more
24 than 35 miles from the location of the property.

25 (3) The notice to the seller or mortgagor canceling
26 the contract must be accompanied by either a copy of the
27 official military orders or a written verification signed by
28 the member's commanding officer.

29 (4) Upon termination of a contract under this section,
30 the seller or mortgagor or his or her agent shall refund any
31 funds provided by the member under the contract within 7 days.

1 The member is not liable for any other fees due to the
2 termination of the contract as provided for in this section.

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

6 Section 10. Subsection (2) of section 1009.531,
7 Florida Statutes, is amended to read:

8 1009.531 Florida Bright Futures Scholarship Program;
9 student eligibility requirements for initial awards.--

10 (2) A student is eligible to accept an initial award
11 for 3 years following high school graduation and to accept a
12 renewal award for 7 years following high school graduation. A
13 student who applies for an award by high school graduation and
14 who meets all other eligibility requirements, but who does not
15 accept his or her award, may reapply during subsequent
16 application periods up to 3 years after high school
17 graduation. For a student who enlists in the United States
18 Armed Forces directly out of high school, the 3-year
19 eligibility period for his or her initial award shall begin
20 upon the date of separation from active duty. For a student
21 who is receiving a Florida Bright Futures Scholarship and
22 discontinues his or her education to enlist in the United
23 States Armed Forces, the remainder of his or her 7-year
24 renewal period shall commence upon the date of separation from
25 active duty.

26 Section 11. This act shall take effect upon becoming a
27 law.