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CHAMBER ACTION

The Committee on Judiciary recommends the following:

Committee Substitute

Remove the entire bill and insert:

A bill to be entitled

An act relating to rental agreements; amending s. 83.682, F.S.; removing provisions requiring the payment of liquidated damages to the landlord under certain circumstances upon termination of a rental agreement; amending s. 83.67, F.S.; prohibiting a landlord from discriminating against a member of the United States Armed Forces in offering a dwelling unit for rent; creating s. 83.575, F.S.; providing that a rental agreement having a specific duration may require the tenant to give notice before vacating the premises; limiting the maximum amount of required notice; providing for liquidated damages in specified circumstances; providing tenant liability for paying additional rent in specified circumstances; providing an effective date.

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



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28 Section 1. Section 83.682, Florida Statutes, is amended to
29 read:

30 83.682 Termination of rental agreement by a member of the
31 United States Armed Forces.--

32 (1)(a) Any member of the United States Armed Forces who is
33 required to move pursuant to permanent change of station orders
34 to depart 35 miles or more from the location of a rental
35 premises or who is prematurely or involuntarily discharged or
36 released from active duty with the United States Armed Forces
37 may terminate his or her rental agreement by providing the
38 landlord with a written notice of termination to be effective on
39 the date stated in the notice that is at least 30 days after the
40 landlord's receipt of the notice. The notice to the landlord
41 must be accompanied by either a copy of the official military
42 orders or a written verification signed by the member's
43 commanding officer.

44 (b) In the event a member of the United States Armed
45 Forces dies during active duty, an adult member of his or her
46 immediate family may terminate the member's rental agreement by
47 providing the landlord with a written notice of termination to
48 be effective on the date stated in the notice that is at least
49 30 days after the landlord's receipt of the notice. The notice
50 to the landlord must be accompanied by either a copy of the
51 official military orders or a written verification signed by the
52 member's Commanding Officer.

53 (2) Upon termination of a rental agreement under this
54 section, the tenant is liable for the rent due under the rental
55 agreement prorated to the effective date of the termination



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56 payable at such time as would have otherwise been required by
 57 the terms of the rental agreement. The tenant is not liable for
 58 any other rent or damages due to the early termination of the
 59 tenancy ~~except the liquidated damages provided in this section.~~
 60 If a tenant terminates the rental agreement pursuant to this
 61 section 14 or more days prior to occupancy, no damages or
 62 penalties of any kind are due.

63 ~~(3) In consideration of early termination of the rental~~
 64 ~~agreement, the tenant is liable to the landlord for liquidated~~
 65 ~~damages provided the tenant has completed less than 9 months of~~
 66 ~~the tenancy and the landlord has suffered actual damages due to~~
 67 ~~loss of the tenancy. The liquidated damages must be no greater~~
 68 ~~than 1 month's rent if the tenant has completed less than 6~~
 69 ~~months of the tenancy as of the effective date of termination,~~
 70 ~~or one-half of 1 month's rent if the tenant has completed at~~
 71 ~~least 6 but not less than 9 months of the tenancy as of the~~
 72 ~~effective date of termination.~~

73 (3)(4) The provisions of this section may not be waived or
 74 modified by the agreement of the parties under any
 75 circumstances.

76 Section 2. Section 83.67, Florida Statutes, is amended to
 77 read:

78 83.67 Prohibited practices.--

79 (1) No landlord of any dwelling unit governed by this part
 80 shall cause, directly or indirectly, the termination or
 81 interruption of any utility service furnished the tenant,
 82 including, but not limited to, water, heat, light, electricity,
 83 gas, elevator, garbage collection, or refrigeration, whether or



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84 | not the utility service is under the control of, or payment is
85 | made by, the landlord.

86 | (2) No landlord of any dwelling unit governed by this part
87 | shall prevent the tenant from gaining reasonable access to the
88 | dwelling unit by any means, including, but not limited to,
89 | changing the locks or using any bootlock or similar device.

90 | (3) No landlord of any dwelling unit governed by this part
91 | shall discriminate against a member of the United States Armed
92 | Forces in offering a dwelling unit for rent or in any of the
93 | terms of the rental agreement.

94 | ~~(4)(3)~~ No landlord of any dwelling unit governed by this
95 | part shall remove the outside doors, locks, roof, walls, or
96 | windows of the unit except for purposes of maintenance, repair,
97 | or replacement; nor shall the landlord remove the tenant's
98 | personal property from the dwelling unit unless said action is
99 | taken after surrender, abandonment, or a lawful eviction. If
100 | provided in the rental agreement or a written agreement separate
101 | from the rental agreement, upon surrender or abandonment by the
102 | tenant, the landlord is not required to comply with s. 715.104
103 | and is not liable or responsible for storage or disposition of
104 | the tenant's personal property; if provided in the rental
105 | agreement there must be printed or clearly stamped on such
106 | rental agreement a legend in substantially the following form:

107 |

108 | BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON
109 | SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA
110 | STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR
111 | STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.



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112
113 For the purposes of this section, abandonment shall be as set
114 forth in s. 83.59(3)(c).

115 ~~(5)(4)~~ A landlord who violates the provisions of this
116 section shall be liable to the tenant for actual and
117 consequential damages or 3 months' rent, whichever is greater,
118 and costs, including attorney's fees. Subsequent or repeated
119 violations which are not contemporaneous with the initial
120 violation shall be subject to separate awards of damages.

121 ~~(6)(5)~~ A violation of this section shall constitute
122 irreparable harm for the purposes of injunctive relief.

123 ~~(7)(6)~~ The remedies provided by this section are not
124 exclusive and shall not preclude the tenant from pursuing any
125 other remedy at law or equity which the tenant may have.

126 Section 3. Section 83.575, Florida Statutes, is created to
127 read:

128 83.575 Termination of tenancy with specific duration.--

129 (1) A rental agreement with a specific duration may
130 contain a provision requiring the tenant to notify the landlord
131 before vacating the premises at the end of the rental agreement;
132 however, a rental agreement may not require more than 60 days'
133 notice before vacating the premises.

134 (2) A rental agreement may provide that if a tenant fails
135 to give the required notice before vacating the premises at the
136 end of the rental agreement, the tenant may be liable for
137 liquidated damages as specified in the rental agreement.

138 (3) If the tenant remains on the premises with the
139 permission of the landlord after the rental agreement has



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140 terminated and fails to give notice required under s. 83.57(3),
141 the tenant is liable to the landlord for an additional 1 month's
142 rent.

143 Section 4. This act shall take effect upon becoming a law.