

1 A bill to be entitled
2 An act relating to rental agreements by members
3 of the United States Armed Forces; amending s.
4 83.682, F.S.; removing provisions requiring the
5 payment of liquidated damages to the landlord
6 under certain circumstances upon termination of
7 a rental agreement; amending s. 83.67, F.S.;
8 prohibiting a landlord from discriminating
9 against a member of the United States Armed
10 Forces in offering a dwelling unit for rent;
11 creating s. 83.575, F.S.; providing for the
12 termination of a tenancy having a specific
13 duration; requiring the tenant to give notice
14 before vacating the premises; limiting the
15 maximum amount of required notice; providing
16 for liquidated damages in specified
17 circumstances; providing tenant liability for
18 paying additional rent in specified
19 circumstances; providing an effective date.

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

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23 Section 1. Section 83.682, Florida Statutes, is
24 amended to read:

25 83.682 Termination of rental agreement by a member of
26 the United States Armed Forces.--

27 (1)(a) Any member of the United States Armed Forces
28 who is required to move pursuant to permanent change of
29 station orders to depart 35 miles or more from the location of
30 a rental premises or who is prematurely or involuntarily
31 discharged or released from active duty with the United States

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

8 (b) In the event a member of the United States Armed
9 Forces dies during active duty, an adult member of his or her
10 immediate family may terminate the member's rental agreement
11 by providing the landlord with a written notice of termination
12 to be effective on the date stated in the notice that is at
13 least 30 days after the landlord's receipt of the notice. The
14 notice to the landlord must be accompanied by either a copy of
15 the official military orders or a written verification signed
16 by the member's Commanding Officer.

17 (2) Upon termination of a rental agreement under this
18 section, the tenant is liable for the rent due under the
19 rental agreement prorated to the effective date of the
20 termination payable at such time as would have otherwise been
21 required by the terms of the rental agreement. The tenant is
22 not liable for any other rent or damages due to the early
23 termination of the tenancy ~~except the liquidated damages~~
24 ~~provided in this section~~. If a tenant terminates the rental
25 agreement pursuant to this section 14 or more days prior to
26 occupancy, no damages or penalties of any kind are due.

27 ~~(3) In consideration of early termination of the~~
28 ~~rental agreement, the tenant is liable to the landlord for~~
29 ~~liquidated damages provided the tenant has completed less than~~
30 ~~9 months of the tenancy and the landlord has suffered actual~~
31 ~~damages due to loss of the tenancy. The liquidated damages~~

1 ~~must be no greater than 1 month's rent if the tenant has~~
2 ~~completed less than 6 months of the tenancy as of the~~
3 ~~effective date of termination, or one-half of 1 month's rent~~
4 ~~if the tenant has completed at least 6 but not less than 9~~
5 ~~months of the tenancy as of the effective date of termination.~~

6 (3)~~(4)~~ The provisions of this section may not be
7 waived or modified by the agreement of the parties under any
8 circumstances.

9 Section 2. Section 83.67, Florida Statutes, is amended
10 to read:

11 83.67 Prohibited practices.--

12 (1) No landlord of any dwelling unit governed by this
13 part shall cause, directly or indirectly, the termination or
14 interruption of any utility service furnished the tenant,
15 including, but not limited to, water, heat, light,
16 electricity, gas, elevator, garbage collection, or
17 refrigeration, whether or not the utility service is under the
18 control of, or payment is made by, the landlord.

19 (2) No landlord of any dwelling unit governed by this
20 part shall prevent the tenant from gaining reasonable access
21 to the dwelling unit by any means, including, but not limited
22 to, changing the locks or using any bootlock or similar
23 device.

24 (3) No landlord of any dwelling unit governed by this
25 part shall discriminate against a member of the United States
26 Armed Forces in offering a dwelling unit for rent or in any of
27 the term of the rental agreement.

28 (4)~~(3)~~ No landlord of any dwelling unit governed by
29 this part shall remove the outside doors, locks, roof, walls,
30 or windows of the unit except for purposes of maintenance,
31 repair, or replacement; nor shall the landlord remove the

1 tenant's personal property from the dwelling unit unless said
2 action is taken after surrender, abandonment, or a lawful
3 eviction. If provided in the rental agreement or a written
4 agreement separate from the rental agreement, upon surrender
5 or abandonment by the tenant, the landlord is not required to
6 comply with s. 715.104 and is not liable or responsible for
7 storage or disposition of the tenant's personal property; if
8 provided in the rental agreement there must be printed or
9 clearly stamped on such rental agreement a legend in
10 substantially the following form:

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12 BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON
13 SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA
14 STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR
15 STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

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

19 (5)~~(4)~~ A landlord who violates the provisions of this
20 section shall be liable to the tenant for actual and
21 consequential damages or 3 months' rent, whichever is greater,
22 and costs, including attorney's fees. Subsequent or repeated
23 violations which are not contemporaneous with the initial
24 violation shall be subject to separate awards of damages.

25 (6)~~(5)~~ A violation of this section shall constitute
26 irreparable harm for the purposes of injunctive relief.

27 (7)~~(6)~~ The remedies provided by this section are not
28 exclusive and shall not preclude the tenant from pursuing any
29 other remedy at law or equity which the tenant may have.

30 Section 3. Section 83.575, Florida Statutes, is
31 created to read:

1 83.575 Termination of tenancy with specific
2 duration.--
3 (1) A rental agreement with a specific duration may
4 contain a provision requiring the tenant to notify the
5 landlord before vacating the premises at the end of the rental
6 agreement; however, a rental agreement may not require more
7 than 60 days' notice before vacating the premises.
8 (2) A rental agreement may provide that if a tenant
9 fails to give the required notice before vacating the premises
10 at the end of the rental agreement, the tenant may be liable
11 for liquidated damages as specified in the rental agreement.
12 (3) If the tenant remains on the premises with the
13 permission of the landlord after the rental agreement has
14 terminated and fails to give notice required under s.
15 83.57(3), the tenant is liable to the landlord for an
16 additional 1 month's rent.
17 Section 4. This act shall take effect upon becoming a
18 law.
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