

Bill No. SB 1100

Barcode 705928

	CHAMBER ACTION	
<u>Senate</u>		<u>House</u>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

.
.
.
.
.
.

The Committee on Transportation (Clary) recommended the following amendment:

Senate Amendment (with title amendment)

On page 12, between lines 8 and 9,

insert:

Section 4. Section 812.155, F.S., is amended to read:

812.155 Hiring, leasing, or obtaining personal

property or equipment with the intent to defraud; failing to return hired or leased personal property or equipment; rules of evidence.--

(1) OBTAINING BY TRICK, FALSE REPRESENTATION,

ETC.--Whoever, with the intent to defraud the owner or any person lawfully possessing any personal property or equipment, obtains the custody of such personal property or equipment by trick, deceit, or fraudulent or willful false representation shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that event the violation constitutes a felony

Bill No. SB 1100

Barcode 705928

1 of the third degree, punishable as provided in s. 775.082, s.
2 775.083, or s. 775.084.

3 (2) HIRING OR LEASING WITH THE INTENT TO
4 DEFRAUD.--Whoever, with intent to defraud the owner or any
5 person lawfully possessing any personal property or equipment
6 of the rental thereof, hires or leases said personal property
7 or equipment from such owner or such owner's agents or any
8 person in lawful possession thereof shall, upon conviction, be
9 guilty of a misdemeanor of the second degree, punishable as
10 provided in s. 775.082 or s. 775.083, unless the value of the
11 personal property or equipment is of a value of \$300 or more;
12 in that event the violation constitutes a felony of the third
13 degree, punishable as provided in s. 775.082, s. 775.083, or
14 s. 775.084.

15 (3) FAILURE TO REDELIVER HIRED OR LEASED PERSONAL
16 PROPERTY.--Whoever, after hiring or leasing any personal
17 property or equipment under an agreement to redeliver the same
18 to the person letting such personal property or equipment or
19 his or her agent at the termination of the period for which it
20 was let, shall, without the consent of such person or persons
21 and with the intent to defraud, abandon or willfully refuse to
22 redeliver such personal property or equipment as agreed,
23 shall, upon conviction, be guilty of a misdemeanor of the
24 second degree, punishable as provided in s. 775.082 or s.
25 775.083, unless the value of the personal property or
26 equipment is of a value of \$300 or more; in that event the
27 violation constitutes a felony of the third degree, punishable
28 as provided in s. 775.082, s. 775.083, or s. 775.084.

29 (4) EVIDENCE OF FRAUDULENT INTENT.--

30 (a) In prosecutions under this section, obtaining the
31 property or equipment under false pretenses; absconding

Bill No. SB 1100

Barcode 705928

1 without payment; or removing or attempting to remove the
 2 property or equipment from the county without the express
 3 written consent of the lessor, is prima facie evidence of
 4 fraudulent intent.

5 (b) In a prosecution under subsection (3), failure to
 6 redeliver the property or equipment within 5 days after
 7 receipt of, or within 5 days after return receipt from, the
 8 certified mailing of the demand for return is prima facie
 9 evidence of fraudulent intent. Notice mailed by certified
 10 mail, return receipt requested, to the address given by the
 11 renter at the time of rental shall be deemed sufficient and
 12 equivalent to notice having been received by the renter,
 13 should the notice be returned undelivered.

14 (c) In a prosecution under subsection (3), failure to
 15 pay any amount due which is incurred as the result of the
 16 failure to redeliver property after the rental period expires,
 17 and after the demand for return is made, is prima facie
 18 evidence of fraudulent intent. Amounts due include unpaid
 19 rental for the time period during which the property or
 20 equipment was not returned and include the lesser of the cost
 21 of repairing or replacing the property or equipment if it has
 22 been damaged.

23 (5) DEMAND FOR RETURN.--Demand for return of overdue
 24 property or equipment and for payment of amounts due may be
 25 made in person, by hand delivery, or by certified mail, return
 26 receipt requested, addressed to the lessee's address shown in
 27 the rental contract.

28 (6) NOTICE REQUIRED.--As a prerequisite to prosecution
 29 under this section, the following statement must be contained
 30 in the agreement under which the owner or person lawfully
 31 possessing the property or equipment has relinquished its

Bill No. SB 1100

Barcode 705928

1 custody, or in an addendum to that agreement, and the
2 statement must be initialed by the person hiring or leasing
3 the rental property or equipment:

4
5 Failure to return rental property or equipment
6 upon expiration of the rental period and
7 failure to pay all amounts due (including costs
8 for damage to the property or equipment) are
9 prima facie evidence of intent to defraud,
10 punishable in accordance with section 812.155,
11 Florida Statutes.

12
13 ~~(7) EXCLUSION OF RENTAL-PURCHASE AGREEMENTS.--This~~
14 ~~section does not apply to personal property or equipment that~~
15 ~~is the subject of a rental-purchase agreement that permits the~~
16 ~~lessee to acquire ownership of the personal property or~~
17 ~~equipment unless the rental store retains title to the~~
18 ~~personal property or equipment throughout the rental-purchase~~
19 ~~agreement period.~~

20
21 (Redesignate subsequent sections.)

22
23
24 ===== T I T L E A M E N D M E N T =====

25 And the title is amended as follows:

26 On page 1, line 14, after the semicolon,

27
28 insert:

29 amending s. 812.155, F.S.; deleting a provision
30 specifying that the prohibition against
31 obtaining personal property or equipment with

Bill No. SB 1100

Barcode 705928

1 intent to defraud does not apply to a
2 rental-purchase agreement unless the rental
3 store retains title to the property or
4 equipment throughout the period of the
5 rental-purchase agreement;

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31