

CHAMBER ACTION

1 The Justice Council recommends the following:

2  
3 **Council/Committee Substitute**

4 Remove the entire bill and insert:

5 A bill to be entitled

6 An act relating to residential tenancies; creating s.  
7 83.683, F.S.; providing definitions; providing for early  
8 lease termination if a victim of domestic violence, repeat  
9 violence, sexual violence, or dating violence elects to  
10 leave a residential rental property; providing  
11 requirements for termination; requiring the victim to  
12 comply with any criminal investigation and prosecution  
13 related to such offenses; providing that a residential  
14 lease shall continue in all terms and conditions for all  
15 tenants except the victim; providing that all tenants,  
16 including the victim and respondent, are responsible for  
17 damage to the property exceeding ordinary wear and tear,  
18 except that the respondent shall be responsible for the  
19 costs of damage resulting from any incident of domestic  
20 violence; providing for repossession by the landlord in  
21 case of abandonment by other tenants; providing that an  
22 agreement between the victim and the respondent may not  
23 waive or modify certain rights of victims; providing

24 applicability; amending s. 83.59, F.S.; providing  
 25 conditions under which a landlord may reclaim possession  
 26 of a dwelling unit after the tenant has died; amending s.  
 27 83.595, F.S.; allowing a rental agreement to provide for  
 28 liquidated damages upon breach and for a fee for the  
 29 tenant to obtain an early termination of the rental  
 30 agreement in certain circumstances; providing an effective  
 31 date.

32  
 33 Be It Enacted by the Legislature of the State of Florida:

34  
 35 Section 1. Section 83.683, Florida Statutes, is created to  
 36 read:

37 83.683 Termination of a rental agreement by a victim of  
 38 domestic violence, repeat violence, sexual violence, or dating  
 39 violence.--

40 (1) As used in this section, the term:

41 (a) "Permanent injunction" means an injunction for  
 42 protection against domestic violence, issued under s. 741.30(6),  
 43 or an injunction for protection against repeat violence, sexual  
 44 violence, or dating violence, issued under s. 784.046(7),  
 45 regardless of whether a motion for rehearing or a notice of  
 46 appeal is filed.

47 (b) "Respondent" means a person against whom a permanent  
 48 injunction for protection against domestic violence under s.  
 49 741.30(6) or a permanent injunction for protection against  
 50 repeat violence, sexual violence, or dating violence under s.  
 51 784.046(7) has been issued.

52 (c) "Victim" means an adult, or the parent or guardian of  
 53 a minor, who has been granted a permanent injunction against  
 54 domestic violence, as defined in s. 741.28(2), or who has been  
 55 granted a permanent injunction against sexual violence, dating  
 56 violence, or acts of repeat violence, as defined in s. 784.046.

57 (d) "Conviction" has the same meaning as in s. 921.0021.

58 (2)(a) A victim may elect to terminate a rental agreement  
 59 and vacate the dwelling unit if the victim gives the landlord  
 60 written notice of the victim's intent to terminate the lease and  
 61 a copy of the permanent injunction. The victim must give the  
 62 landlord the notice and copy of the injunction no later than 15  
 63 days after the injunction is entered.

64 (b) The victim must report the incident of domestic  
 65 violence, as defined in s. 741.28(2), or sexual violence, dating  
 66 violence, or acts of repeat violence, as defined in s. 784.046,  
 67 to the appropriate authorities and must comply with any criminal  
 68 investigation and prosecution of any such incident, including  
 69 testifying truthfully at a criminal trial. If the victim  
 70 complies with the criminal investigation and prosecution and the  
 71 respondent is convicted, the respondent shall be liable for the  
 72 entire amount of liquidated damages pursuant to s. 83.595(1)(d),  
 73 the respondent shall reimburse the victim for any amount the  
 74 victim has paid pursuant to s. 83.595(1)(d), and subsection (3)  
 75 shall apply. If the respondent is not convicted, subsection (3)  
 76 shall apply.

77 (c) The victim must vacate the dwelling unit on the date  
 78 the lease expires or 30 days after the landlord receives notice  
 79 of the termination, whichever comes first.

80        (d) The landlord shall mail the notice required by s.  
 81 83.49 to both the victim and the respondent.

82        (3) The lease or tenancy shall continue in all respects  
 83 subject to the terms and conditions of the lease or tenancy,  
 84 except that the victim shall be released from all future  
 85 obligations of the lease or tenancy; however, all tenants,  
 86 including the victim, the respondent, and other tenants, are  
 87 responsible for damages to the dwelling unit that exceed  
 88 ordinary wear and tear, excluding those damages incurred as a  
 89 result of any incident of domestic violence, sexual violence,  
 90 dating violence, or repeat violence, in which case the cost  
 91 shall be the sole responsibility of the respondent. Nothing in  
 92 this subsection shall be interpreted so as to impair the right  
 93 of any landlord to evict any tenant in accordance with any terms  
 94 and conditions of the lease or tenancy that provide for eviction  
 95 in the event of a tenant's participation in unlawful activity.

96        (4) If the respondent or any other tenant who is a party  
 97 to the rental agreement fails to retake possession of the  
 98 dwelling unit within 15 days after the date the victim gave the  
 99 landlord as the date the victim would vacate the dwelling unit  
 100 and the rent is unpaid, the dwelling unit shall be considered  
 101 abandoned and the landlord may retake possession and dispose of  
 102 any abandoned property in any way the landlord sees fit.

103        (5) The provisions of this section may not be waived or  
 104 modified by agreement between the victim and the respondent.

105        (6) This section applies to all rental agreements subject  
 106 to this part and executed on or after July 1, 2005.

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107 Section 2. Paragraph (d) is added to subsection (3) of  
108 section 83.59, Florida Statutes, to read:

109 83.59 Right of action for possession.--

110 (3) The landlord shall not recover possession of a  
111 dwelling unit except:

112 (d) When, 45 days after the date of death of the tenant,  
113 the rent is unpaid and the landlord has not been notified of the  
114 existence of a probate estate or name and address of a personal  
115 representative.

116 Section 3. Subsection (1) of section 83.595, Florida  
117 Statutes, is amended to read:

118 83.595 Choice of remedies upon breach by tenant.--

119 (1) If the tenant breaches the rental agreement ~~lease~~ for  
120 the dwelling unit and the landlord has obtained a writ of  
121 possession, or the tenant has surrendered possession of the  
122 dwelling unit to the landlord, or the tenant has abandoned the  
123 dwelling unit, the landlord may:

124 (a) Treat the rental agreement ~~lease~~ as terminated and  
125 retake possession for his or her own account, thereby  
126 terminating any further liability of the tenant; ~~or~~

127 (b) Retake possession of the dwelling unit for the account  
128 of the tenant, holding the tenant liable for the difference  
129 between the rent ~~rental~~ stipulated to be paid under the rental  
130 ~~lease~~ agreement and what, in good faith, the landlord is able to  
131 recover from a reletting; ~~or~~

132 (c) Stand by and do nothing, holding the lessee liable for  
133 the rent as it comes due; or

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134       (d) Obtain liquidated damages upon breach and a fee for  
135 the tenant to obtain an early termination of the rental  
136 agreement, or both, if such had been provided for in the rental  
137 agreement, upon the tenant's giving the landlord notice as  
138 provided in the rental agreement of up to 60 days. The landlord  
139 shall treat such a rental agreement as terminated and charge the  
140 tenant liquidated damages or the early termination fee as  
141 specified in the rental agreement, equal to not more than 2  
142 months' rent, in addition to the unpaid rent and other charges  
143 due under the rental agreement through the end of the month in  
144 which the landlord retakes possession of the dwelling unit. In  
145 such event, the remedies set forth in paragraphs (a), (b), and  
146 (c) are not available to the landlord. This paragraph shall not  
147 apply when the breach is a failure to give notice at the end of  
148 the rental agreement as provided in s. 83.575.

149       Section 4. This act shall take effect July 1, 2005.