

1 A bill to be entitled

2 An act relating to residential tenancies; creating s.
3 83.683, F.S.; providing definitions; providing for early
4 lease termination if a victim of domestic violence, repeat
5 violence, sexual violence, or dating violence elects to
6 leave a residential rental property; providing
7 requirements for termination; requiring the victim to
8 comply with any criminal investigation and prosecution
9 related to such offenses; providing that a residential
10 lease shall continue in all terms and conditions for all
11 tenants except the victim; providing that all tenants,
12 including the victim and respondent, are responsible for
13 damage to the property exceeding ordinary wear and tear,
14 except that the respondent shall be responsible for the
15 costs of damage resulting from any incident of domestic
16 violence; providing for repossession by the landlord in
17 case of abandonment by other tenants; providing that an
18 agreement between the victim and the respondent may not
19 waive or modify certain rights of victims; providing
20 applicability; amending s. 83.59, F.S.; providing
21 conditions under which a landlord may reclaim possession
22 of a dwelling unit after the tenant has died; amending s.
23 83.595, F.S.; allowing a rental agreement to provide for
24 liquidated damages upon breach and for a fee for the
25 tenant to obtain an early termination of the rental
26 agreement in certain circumstances; providing an effective
27 date.
28

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

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31 Section 1. Section 83.683, Florida Statutes, is created to
32 read:

33 83.683 Termination of a rental agreement by a victim of
34 domestic violence, repeat violence, sexual violence, or dating
35 violence.--

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

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

43 (b) "Respondent" means a person against whom a permanent
44 injunction for protection against domestic violence under s.
45 741.30(6) or a permanent injunction for protection against
46 repeat violence, sexual violence, or dating violence under s.
47 784.046(7) has been issued.

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

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

54 (2)(a) A victim may elect to terminate a rental agreement
55 and vacate the dwelling unit if the victim gives the landlord
56 written notice of the victim's intent to terminate the lease and

57 a copy of the permanent injunction. The victim must give the
58 landlord the notice and copy of the injunction no later than 15
59 days after the injunction is entered.

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

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

76 (d) The landlord shall mail the notice required by s.
77 83.49 to both the victim and the respondent.

78 (3) The lease or tenancy shall continue in all respects
79 subject to the terms and conditions of the lease or tenancy,
80 except that the victim shall be released from all future
81 obligations of the lease or tenancy; however, all tenants,
82 including the victim, the respondent, and other tenants, are
83 responsible for damages to the dwelling unit that exceed
84 ordinary wear and tear, excluding those damages incurred as a

85 result of any incident of domestic violence, sexual violence,
 86 dating violence, or repeat violence, in which case the cost
 87 shall be the sole responsibility of the respondent. Nothing in
 88 this subsection shall be interpreted so as to impair the right
 89 of any landlord to evict any tenant in accordance with any terms
 90 and conditions of the lease or tenancy that provide for eviction
 91 in the event of a tenant's participation in unlawful activity.

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

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

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

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

105 83.59 Right of action for possession.--

106 (3) The landlord shall not recover possession of a
 107 dwelling unit except:

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

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

114 83.595 Choice of remedies upon breach by tenant.--

115 (1) If the tenant breaches the rental agreement ~~lease~~ for
116 the dwelling unit and the landlord has obtained a writ of
117 possession, or the tenant has surrendered possession of the
118 dwelling unit to the landlord, or the tenant has abandoned the
119 dwelling unit, the landlord may:

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

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

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

130 (d) Obtain liquidated damages upon breach and a fee for
131 the tenant to obtain an early termination of the rental
132 agreement, or both, if such had been provided for in the rental
133 agreement, upon the tenant's giving the landlord notice as
134 provided in the rental agreement of up to 60 days. The landlord
135 shall treat such a rental agreement as terminated and charge the
136 tenant liquidated damages or the early termination fee as
137 specified in the rental agreement, equal to not more than 2
138 months' rent, in addition to the unpaid rent and other charges
139 due under the rental agreement through the end of the month in

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140 which the landlord retakes possession of the dwelling unit. In
141 such event, the remedies set forth in paragraphs (a), (b), and
142 (c) are not available to the landlord. This paragraph shall not
143 apply when the breach is a failure to give notice at the end of
144 the rental agreement as provided in s. 83.575.

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