

Amendment No. (for drafter's use only)

CHAMBER ACTION

Senate

House

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1 Representative Gannon offered the following:

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3 **Amendment (with title amendment)**

4 On page 4, delete lines 21 and 22, and insert:

5 Section 2. Effective July 1, 2005, section 83.683, Florida  
6 Statutes, is created to read:

7 83.683 Termination of a rental agreement by a victim of  
8 domestic violence, repeat violence, sexual violence, or dating  
9 violence.--

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

11 (a) "Permanent injunction" means an injunction for  
12 protection against domestic violence, issued under s. 741.30(6),  
13 or an injunction for protection against repeat violence, sexual  
14 violence, or dating violence, issued under s. 784.046(7),

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15 regardless of whether a motion for rehearing or a notice of  
16 appeal is filed.

17 (b) "Respondent" means a person against whom a permanent  
18 injunction for protection against domestic violence under s.  
19 741.30(6) or a permanent injunction for protection against  
20 repeat violence, sexual violence, or dating violence under s.  
21 784.046(7) has been issued.

22 (c) "Victim" means an adult, or the parent or guardian of  
23 a minor, who has been granted a permanent injunction against  
24 domestic violence, as defined in s. 741.28(2), or who has been  
25 granted a permanent injunction against sexual violence, dating  
26 violence, or acts of repeat violence, as defined in s. 784.046.

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

28 (2)(a) A victim may elect to terminate a rental agreement  
29 and vacate the dwelling unit if the victim gives the landlord  
30 written notice of the victim's intent to terminate the lease and  
31 a copy of the permanent injunction. The victim must give the  
32 landlord the notice and copy of the injunction no later than 15  
33 days after the injunction is entered.

34 (b) The victim must report the incident of domestic  
35 violence, as defined in s. 741.28(2), or sexual violence, dating  
36 violence, or acts of repeat violence, as defined in s. 784.046,  
37 to the appropriate authorities and must comply with any criminal  
38 investigation and prosecution of any such incident, including  
39 testifying truthfully at a criminal trial. If the victim  
40 complies with the criminal investigation and prosecution and the  
41 respondent is convicted, the respondent shall be liable for the

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42 entire amount of liquidated damages pursuant to s. 83.595(1)(d),  
43 the respondent shall reimburse the victim for any amount the  
44 victim has paid pursuant to s. 83.595(1)(d), and subsection (3)  
45 shall apply. If the respondent is not convicted, subsection (3)  
46 shall apply.

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

50 (d) The landlord shall mail the notice required by s.  
51 83.49 to both the victim and the respondent.

52 (3) The lease or tenancy shall continue in all respects  
53 subject to the terms and conditions of the lease or tenancy,  
54 except that the victim shall be released from all future  
55 obligations of the lease or tenancy; however, all tenants,  
56 including the victim, the respondent, and other tenants, are  
57 responsible for damages to the dwelling unit that exceed  
58 ordinary wear and tear, excluding those damages incurred as a  
59 result of any incident of domestic violence, sexual violence,  
60 dating violence, or repeat violence, in which case the cost  
61 shall be the sole responsibility of the respondent. Nothing in  
62 this subsection shall be interpreted so as to impair the right  
63 of any landlord to evict any tenant in accordance with any terms  
64 and conditions of the lease or tenancy that provide for eviction  
65 in the event of a tenant's participation in unlawful activity.

66 (4) If the respondent or any other tenant who is a party  
67 to the rental agreement fails to retake possession of the  
68 dwelling unit within 15 days after the date the victim gave the

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69 landlord as the date the victim would vacate the dwelling unit  
70 and the rent is unpaid, the dwelling unit shall be considered  
71 abandoned and the landlord may retake possession and dispose of  
72 any abandoned property in any way the landlord sees fit.

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

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

77 Section 3. Effective July 1, 2005, paragraph (d) is added  
78 to subsection (3) of section 83.59, Florida Statutes, to read:

79 83.59 Right of action for possession.--

80 (3) The landlord shall not recover possession of a  
81 dwelling unit except:

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

86 Section 4. Effective July 1, 2005, subsection (1) of  
87 section 83.595, Florida Statutes, is amended to read:

88 83.595 Choice of remedies upon breach by tenant.--

89 (1) If the tenant breaches the rental agreement ~~lease~~ for  
90 the dwelling unit and the landlord has obtained a writ of  
91 possession, or the tenant has surrendered possession of the  
92 dwelling unit to the landlord, or the tenant has abandoned the  
93 dwelling unit, the landlord may:

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

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

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

104 (d) Obtain liquidated damages upon breach and a fee for  
105 the tenant to obtain an early termination of the rental  
106 agreement, or both, if such had been provided for in the rental  
107 agreement, upon the tenant's giving the landlord notice as  
108 provided in the rental agreement of up to 60 days. The landlord  
109 shall treat such a rental agreement as terminated and charge the  
110 tenant liquidated damages or the early termination fee as  
111 specified in the rental agreement, equal to not more than 2  
112 months' rent, in addition to the unpaid rent and other charges  
113 due under the rental agreement through the end of the month in  
114 which the landlord retakes possession of the dwelling unit. In  
115 such event, the remedies set forth in paragraphs (a), (b), and  
116 (c) are not available to the landlord. This paragraph shall not  
117 apply when the breach is a failure to give notice at the end of  
118 the rental agreement as provided in s. 83.575.

119 Section 5. Except as otherwise provided herein, this act  
120 shall take effect upon becoming a law.

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===== T I T L E A M E N D M E N T =====

On page 1, line 10, remove all of said line and insert:  
creating s. 83.683, F.S.; providing definitions; providing  
for early lease termination if a victim of domestic  
violence, repeat violence, sexual violence, or dating  
violence elects to leave a residential rental property;  
providing requirements for termination; requiring the  
victim to comply with any criminal investigation and  
prosecution related to such offenses; providing that a  
residential lease shall continue in all terms and  
conditions for all tenants except the victim; providing  
that all tenants, including the victim and respondent, are  
responsible for damage to the property exceeding ordinary  
wear and tear, except that the respondent shall be  
responsible for the costs of damage resulting from any  
incident of domestic violence; providing for repossession  
by the landlord in case of abandonment by other tenants;  
providing that an agreement between the victim and the  
respondent may not waive or modify certain rights of  
victims; providing applicability; amending s. 83.59, F.S.;  
providing conditions under which a landlord may reclaim  
possession of a dwelling unit after the tenant has died;  
amending s. 83.595, F.S.; allowing a rental agreement to  
provide for liquidated damages upon breach and for a fee  
for the tenant to obtain an early termination of the

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HOUSE AMENDMENT

Bill No. CS/SB 152

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147 rental agreement in certain circumstances; providing  
148 effective dates.

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