



1           **(b) "Respondent" means a person against whom a**  
2 **permanent injunction for protection against domestic violence**  
3 **was issued under s. 741.30, or permanent injunction for**  
4 **protection against repeat violence, sexual violence, or dating**  
5 **violence, issued under s. 784.046(7), has been issued.**

6           **(c) "Victim" means an adult, or the parent or guardian**  
7 **of a minor, who has been granted a permanent injunction**  
8 **against domestic violence, as defined in s. 741.28, or who has**  
9 **been granted a permanent injunction against sexual violence,**  
10 **dating violence, or acts of repeat violence, as defined in s.**  
11 **784.046, and who has been granted exclusive possession by a**  
12 **court of a dwelling unit that is subject to this part.**

13           **(2)(a) A victim may elect to terminate a rental**  
14 **agreement and vacate the dwelling unit if the victim gives the**  
15 **landlord written notice of the victim's intent to terminate**  
16 **the lease and a copy of the permanent injunction. The victim**  
17 **must give the landlord the notice and injunction no later than**  
18 **15 days after the injunction is entered.**

19           **(b) The victim must vacate the dwelling unit on the**  
20 **date the lease expires or 30 days after the landlord receives**  
21 **notice of the termination, whichever comes first.**

22           **(c) The landlord shall mail the notice required by s.**  
23 **83.49(3)(a) to both the victim and the respondent.**

24           **(3) The lease or tenancy shall continue in all**  
25 **respects to the terms and conditions of the lease except that**  
26 **the victim shall be released from all future obligations of**  
27 **the lease; however, all tenants, including the victim, the**  
28 **respondent, and other tenants, are responsible for any damages**  
29 **that exceed ordinary wear and tear, excluding those damages**  
30 **incurred as a result of any incident of domestic abuse, in**  
31 **which case the cost shall be the sole responsibility of the**

1 respondent. This subsection may not be interpreted to impair  
2 the right of any landlord to evict any tenant in accordance  
3 with any terms and conditions set forth that provide for  
4 eviction in the event of a tenant participating in unlawful  
5 activity.

6 (4) If the respondent or any other tenant on the  
7 rental agreement fails to retake possession of the premises  
8 within 15 days after the date the victim gave the landlord as  
9 the date the victim would vacate the premises and the rent is  
10 unpaid, the premises shall be considered abandoned and the  
11 landlord may retake possession and dispose of any abandoned  
12 property in any way the landlord sees fit.

13 (5) This section may not be waived or modified by  
14 agreement of the victim and respondent.

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

17 Section 2. Subsection (3) of section 83.59, Florida  
18 Statutes, is amended to read:

19 83.59 Right of action for possession.--

20 (3) The landlord shall not recover possession of a  
21 dwelling unit except:

22 (a) In an action for possession under subsection (2)  
23 or other civil action in which the issue of right of  
24 possession is determined;

25 (b) When the tenant has surrendered possession of the  
26 dwelling unit to the landlord; ~~or~~

27 (c) When the tenant has abandoned the dwelling unit.  
28 In the absence of actual knowledge of abandonment, it shall be  
29 presumed that the tenant has abandoned the dwelling unit if he  
30 or she is absent from the premises for a period of time equal  
31 to one-half the time for periodic rental payments. However,

1 | this presumption shall not apply if the rent is current or the  
2 | tenant has notified the landlord, in writing, of an intended  
3 | absence; ~~or-~~

4 |       (d) Forty-five days after the date of death of the  
5 | tenant, if the rent is unpaid and the landlord has not been  
6 | notified of the existence of a probate estate or the name and  
7 | address of a personal representative.

8 |           Section 3. This act shall take effect July 1, 2005.

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10 |                   STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
11 |                                    COMMITTEE SUBSTITUTE FOR  
12 |                                    Senate Bill 2166

13 | When the Victim Must Vacate - The original bill provided that  
14 | the victim must vacate the dwelling "on the date the lease  
15 | expires by written agreement or operation of law or 30 days  
16 | after the landlord receives notice of the termination,  
17 | whichever occurred first." By deleting from the bill the words  
18 | "by written agreement or operation of law" the victim must now  
19 | vacate the dwelling when the lease expires or 30 days after  
20 | the landlord receives notice of the termination.

21 | Victim Not Responsible for Remainder of Lease or Certain  
22 | Damages - Section 83.683(3), F.S., establishes that the victim  
23 | is released from any future obligations of the lease and is  
24 | not responsible for damages incurred during an incident of  
25 | domestic abuse.

26 | Right of Landlord to Recover Possession of a Rental Unit Upon  
27 | Death of a Tenant - New language is added in section 2  
28 | amending the conditions under which a landlord may recover  
29 | possession of a dwelling. (Section 83.59(3), F.S.) The  
30 | landlord may recover possession of a dwelling if, 45 days  
31 | after the tenant dies, the rent is unpaid and the landlord has  
32 | not been notified of the estate being probated or of the name  
33 | and address of a personal representative.