

By Senator Crist

12-954-06

See HB 73

1 A bill to be entitled
2 An act relating to the unlawful taking of
3 personal property or equipment; amending s.
4 812.155, F.S.; deleting a provision specifying
5 that the prohibition against obtaining personal
6 property or equipment with intent to defraud
7 does not apply to a rental-purchase agreement
8 unless the rental store retains title to the
9 property or equipment throughout the period of
10 the rental-purchase agreement; providing an
11 effective date.

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

15 Section 1. Section 812.155, Florida Statutes, is
16 amended to read:

17 812.155 Hiring, leasing, or obtaining personal
18 property or equipment with the intent to defraud; failing to
19 return hired or leased personal property or equipment; rules
20 of evidence.--

21 (1) OBTAINING BY TRICK, FALSE REPRESENTATION,
22 ETC.--Whoever, with the intent to defraud the owner or any
23 person lawfully possessing any personal property or equipment,
24 obtains the custody of such personal property or equipment by
25 trick, deceit, or fraudulent or willful false representation
26 shall be guilty of a misdemeanor of the second degree,
27 punishable as provided in s. 775.082 or s. 775.083, unless the
28 value of the personal property or equipment is of a value of
29 \$300 or more; in that event the violation constitutes a felony
30 of the third degree, punishable as provided in s. 775.082, s.
31 775.083, or s. 775.084.

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

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

27 (4) EVIDENCE OF FRAUDULENT INTENT.--

28 (a) In prosecutions under this section, obtaining the
29 property or equipment under false pretenses; absconding
30 without payment; or removing or attempting to remove the
31 property or equipment from the county without the express

1 written consent of the lessor, is prima facie evidence of
2 fraudulent intent.

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

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

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

26 (6) NOTICE REQUIRED.--As a prerequisite to prosecution
27 under this section, the following statement must be contained
28 in the agreement under which the owner or person lawfully
29 possessing the property or equipment has relinquished its
30 custody, or in an addendum to that agreement, and the
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1 statement must be initialed by the person hiring or leasing
2 the rental property or equipment:

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

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

16 Section 2. This act shall take effect July 1, 2006.

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