

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

30  
 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 intended to vacate the dwelling  
 96 unit and the rent is unpaid, the dwelling unit shall be  
 97 considered abandoned and the landlord may retake possession and  
 98 dispose of any abandoned property in any way the landlord sees  
 99 fit.

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

102 (6) This section applies to all rental agreements subject  
 103 to this part and executed on or after July 1, 2006.

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

106 83.59 Right of action for possession.--

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

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

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

115 83.595 Choice of remedies upon breach by tenant.--

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

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

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

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

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

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

146 Section 4. This act shall take effect July 1, 2006.