

CHAMBER ACTION

1 The Civil Justice Committee recommends the following:

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3 **Council/Committee Substitute**

4 Remove the entire bill and insert:

5 A bill to be entitled

6 An act relating to residential tenancies; creating s.
7 83.683, F.S.; providing definitions; providing for early
8 lease termination if a victim of domestic violence, repeat
9 violence, sexual violence, or dating violence elects to
10 leave a residential rental property; providing
11 requirements for termination; providing that a residential
12 lease shall continue in all terms and conditions for all
13 tenants except the victim; providing that all tenants,
14 including the victim and respondent, are responsible for
15 damage to the property exceeding ordinary wear and tear,
16 except that the respondent shall be responsible for the
17 costs of damage resulting from any incident of domestic
18 violence; providing circumstances under which a dwelling
19 unit may be considered abandoned; providing that the
20 provisions of s. 83.683, F.S., may not be waived or
21 modified; providing applicability; providing an effective
22 date.

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

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26 Section 1. Section 83.683, Florida Statutes, is created to
27 read:

28 83.683 Termination of a rental agreement by a victim of
29 domestic violence, repeat violence, sexual violence, or dating
30 violence.--

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

32 (a) "Permanent injunction" means a final injunction for
33 protection against domestic violence, issued under s. 741.30(6),
34 or a final injunction for protection against repeat violence,
35 sexual violence, or dating violence, issued under s. 784.046(7),
36 regardless of whether a motion for rehearing or a notice of
37 appeal is filed.

38 (b) "Respondent" means a person against whom a permanent
39 injunction has been issued.

40 (c) "Victim" means an adult, or the parent or guardian of
41 a minor, who has been granted a permanent injunction.

42 (2)(a) A victim may elect to terminate a rental agreement
43 and vacate the dwelling unit if the victim gives the landlord
44 written notice of the victim's intent to terminate the lease and
45 a copy of the permanent injunction. The victim must give the
46 landlord the notice and copy of the injunction no later than 15
47 days after the permanent injunction is entered. However, a
48 victim may not terminate a lease unless the tenant furnishes the
49 landlord a sworn statement that there are no cotenants or other
50 parties other than the respondent upon whom the termination will

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51 create a financial loss or hardship, unless the cotenant or
52 other party agrees to release of the victim.

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

56 (c) The landlord shall mail the notice required by s.
57 83.49(3)(a) to both the victim and the respondent. The notice
58 mailed to the respondent shall not reveal the victim's new
59 address.

60 (3) At the conclusion of the 30-day notice period, the
61 lease or tenancy shall continue in all respects subject to the
62 terms and conditions of the lease or tenancy, except that the
63 victim shall be released from all future obligations of the
64 lease or tenancy and that the victim shall not be liable for any
65 form of early termination fee. The victim is responsible up to
66 the conclusion of the 30-day notice period, and the respondent
67 and any other tenant are responsible through the end of the
68 lease term, for damages to the dwelling unit that exceed
69 ordinary wear and tear; however, any damages incurred as a
70 result of any incident of domestic violence, sexual violence,
71 dating violence, or repeat violence shall be the sole
72 responsibility of the respondent.

73 (4) If the respondent or any other tenant on the rental
74 agreement fails to retake possession of the dwelling unit within
75 15 days after the date the victim gave the landlord as the date
76 the victim intended to vacate the dwelling unit, and if the rent
77 is unpaid, the dwelling unit shall be considered abandoned.

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78 (5) The rights and obligations set forth in this section
79 may not be waived or modified.

80 (6) This section shall not be interpreted to impair the
81 right of any landlord to evict any tenant in accordance with any
82 terms and conditions set forth in the rental agreement that
83 provide for eviction in the event a tenant participates in
84 unlawful activity.

85 (7) This section applies to all rental agreements subject
86 to this part and executed on or after July 1, 2006, by a
87 landlord who owns more than 10 dwelling units throughout the
88 state or for a lease on property for which that landlord owns
89 more than 4 contiguous units.

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