

Bill No. SB 636

Barcode 351466

CHAMBER ACTION

Senate

House

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The Committee on Judiciary (Clary) recommended the following amendment:

Senate Amendment (with title amendment)

Delete everything after the enacting clause

and insert:

Section 1. Subsection (7) of section 83.43, Florida Statutes, is amended to read:

83.43 Definitions.--As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(7) "Rental agreement" means any written agreement, including an amendment or addendum to the written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.

Section 2. Section 83.595, Florida Statutes, is amended to read:

83.595 Choice of remedies upon breach by tenant.--
(1) If the tenant breaches the rental agreement ~~lease~~ for the dwelling unit and the landlord has obtained a writ of

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1 possession, or the tenant has surrendered possession of the
2 dwelling unit to the landlord, or the tenant has abandoned the
3 dwelling unit, the landlord may:

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

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

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

14 (d) If provided for in the rental agreement, recover
15 liquidated damages upon the breach or charge the tenant a fee
16 for early termination of the rental agreement upon the
17 tenant's giving the landlord notice as provided for in the
18 rental agreement. If the tenant breaches the rental agreement,
19 the landlord shall treat the rental agreement as terminated
20 and charge the tenant liquidated damages or the early
21 termination fee as specified in the rental agreement. The
22 landlord is entitled to both liquidated damages and an early
23 termination fee. However, the combined total for liquidated
24 damages and the early termination fee may not exceed an amount
25 equal to 2 months' rent. Thereafter, the landlord may not
26 choose the remedies set forth in paragraph (a), paragraph (b),
27 or paragraph (c). This paragraph does not apply if the breach
28 results from the tenant's failure to give notice at the end of
29 the rental agreement as provided in s. 83.575.

30 (2) The landlord may charge the tenant for any unpaid
31 rent, other charges due under the rental agreement through the

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1 end of the month in which the landlord retakes possession of
 2 the dwelling unit, and any rental concessions that the tenant
 3 has received. For purposes of this subsection, the term
 4 "rental concessions" means any amount by which all or a
 5 portion of the base rent, options, or fees is reduced in
 6 consideration for the tenant's entering into the rental
 7 agreement which are contained in the rental agreement.

8 ~~(3)(2)~~ If the landlord retakes possession of the
 9 dwelling unit for the account of the tenant under paragraph
 10 (1)(b), the landlord has a duty to exercise good faith in
 11 attempting to relet the premises, and any rent ~~rentals~~
 12 received by the landlord as a result of the reletting shall be
 13 deducted from the balance of rent due from the tenant. For
 14 purposes of this section, "good faith in attempting to relet
 15 the premises" means that the landlord shall use at least the
 16 same efforts to relet the premises as were used in the initial
 17 rental or at least the same efforts as the landlord uses in
 18 attempting to rent ~~lease~~ other similar rental units but does
 19 not require the landlord to give a preference in leasing the
 20 premises over other vacant dwelling units that the landlord
 21 owns or has the responsibility to rent.

22 Section 3. This act shall take effect upon becoming a
 23 law and applies to any rental agreement entered into prior to
 24 the effective date of this act in which the parties agreed to
 25 the remedies authorized in this act.

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

29 And the title is amended as follows:

30 Delete everything before the enacting clause

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1 and insert:

2 A bill to be entitled
3 An act relating to residential tenancies;
4 amending s. 83.43, F.S.; defining the term
5 "rental agreement" for residential tenancies to
6 include an amendment or addendum to the rental
7 agreement; amending s. 83.595, F.S.; allowing a
8 landlord to terminate a rental agreement and
9 recover liquidated damages for breach of the
10 agreement or charge the tenant an early
11 termination fee, or both, under certain
12 circumstances; providing a limit on the
13 combined total damages and fee; specifying
14 liability of the tenant for rent, other charges
15 otherwise due, and rental concessions under
16 certain circumstances; providing an effective
17 date.

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