

A bill to be entitled

An act relating to residential tenancies; amending s. 83.595, F.S.; allowing a landlord to terminate a rental agreement and recover liquidated damages for breach of the agreement or charge the tenant an early termination fee, or both, under certain circumstances; providing a limit on the combined total damages and fee; specifying liability of the tenant for rent, other charges otherwise due, and rental concessions under certain circumstances; providing an effective date.

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

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

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

(b) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent ~~rental~~ stipulated to be paid under the rental ~~lease~~ agreement and what, in good faith, the landlord is able to

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29 recover from a reletting; ~~or~~

30 (c) Stand by and do nothing, holding the lessee liable for  
31 the rent as it comes due;~~-~~

32 (d) If provided for in the rental agreement, recover  
33 liquidated damages upon the breach or charge the tenant a fee  
34 for early termination of the rental agreement upon the tenant's  
35 giving the landlord notice as provided for in the rental  
36 agreement. The landlord shall be entitled to both liquidated  
37 damages and an early termination fee, provided the combined  
38 total for liquidated damages and the early termination fee does  
39 not exceed an amount equal to 2 months' rent. The landlord shall  
40 treat such a rental agreement as terminated and charge the  
41 tenant liquidated damages or the early termination fee as  
42 specified in the rental agreement. In such event, the remedies  
43 set forth in paragraphs (a), (b), and (c) are not available to  
44 the landlord. This paragraph shall not apply when the breach is  
45 failure to give notice at the end of the rental agreement as  
46 provided in s. 83.575; or

47 (e) Charge the tenant for any unpaid rent, other charges  
48 due under the rental agreement through the end of the month in  
49 which the landlord retakes possession of the dwelling unit, and  
50 any rental concessions that the tenant has received. For  
51 purposes of this paragraph, the term "rental concessions" means  
52 any amount by which all or a portion of the base rent, options,  
53 or fees is reduced in consideration for the tenant entering into  
54 the rental agreement.

55 (2) If the landlord retakes possession of the dwelling  
56 unit for the account of the tenant pursuant to paragraph (1) (b),

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57 | the landlord has a duty to exercise good faith in attempting to  
58 | relet the premises, and any rent ~~rentals~~ received by the  
59 | landlord as a result of the reletting shall be deducted from the  
60 | balance of rent due from the tenant. For purposes of this  
61 | section, "good faith in attempting to relet the premises" means  
62 | that the landlord shall use at least the same efforts to relet  
63 | the premises as were used in the initial rental or at least the  
64 | same efforts as the landlord uses in attempting to rent ~~lease~~  
65 | other similar rental units but does not require the landlord to  
66 | give a preference in leasing the premises over other vacant  
67 | dwelling units that the landlord owns or has the responsibility  
68 | to rent.

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