

CHAMBER ACTION

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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; amending s.  
7 83.595, F.S.; allowing a landlord to terminate a rental  
8 agreement and recover liquidated damages for breach of the  
9 agreement or charge the tenant an early termination fee,  
10 or both, under certain circumstances; providing a limit on  
11 the combined total damages and fee; specifying liability  
12 of the tenant for rent, other charges otherwise due, and  
13 rental concessions under certain circumstances; providing  
14 application; providing an effective date.

15  
16 Be It Enacted by the Legislature of the State of Florida:

17  
18 Section 1. Section 83.595, Florida Statutes, is amended to  
19 read:

20 83.595 Choice of remedies upon breach by tenant.--

21 (1) If the tenant breaches the rental agreement ~~lease~~ for  
22 the dwelling unit and the landlord has obtained a writ of  
23 possession, or the tenant has surrendered possession of the

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24 dwelling unit to the landlord, or the tenant has abandoned the  
25 dwelling unit, the landlord may:

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

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

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

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

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51           (2) The landlord may charge the tenant for any unpaid  
52 rent, other charges due under the rental agreement through the  
53 end of the month in which the landlord retakes possession of the  
54 dwelling unit, and any rental concessions that the tenant has  
55 received. For purposes of this subsection, the term "rental  
56 concessions" means any amount by which all or a portion of the  
57 base rent, options, or fees is reduced in consideration for the  
58 tenant's entering into the rental agreement.

59           (3)~~(2)~~ If the landlord retakes possession of the dwelling  
60 unit for the account of the tenant pursuant to paragraph (1) (b),  
61 the landlord has a duty to exercise good faith in attempting to  
62 relet the premises, and any rent ~~rentals~~ received by the  
63 landlord as a result of the reletting shall be deducted from the  
64 balance of rent due from the tenant. For purposes of this  
65 section, "good faith in attempting to relet the premises" means  
66 that the landlord shall use at least the same efforts to relet  
67 the premises as were used in the initial rental or at least the  
68 same efforts as the landlord uses in attempting to rent ~~lease~~  
69 other similar rental units but does not require the landlord to  
70 give a preference in leasing the premises over other vacant  
71 dwelling units that the landlord owns or has the responsibility  
72 to rent.

73           Section 2. This act shall take effect upon becoming a law  
74 and shall apply to any rental agreement entered into prior to  
75 the effective date of this act in which the parties agreed to  
76 the remedies authorized in this act.