

CHAMBER ACTION

1 The Business Regulation 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 83.43, F.S.; revising and providing definitions; amending
8 s. 83.595, F.S.; allowing a landlord to terminate a rental
9 agreement and recover liquidated damages for breach of the
10 agreement or charge the tenant an early termination fee,
11 or both, under certain circumstances; providing a limit on
12 the combined total damages and fee; specifying liability
13 of the tenant for rent, other charges otherwise due, and
14 rental concessions under certain circumstances; providing
15 application; providing an effective date.

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

18
19 Section 1. Subsection (7) of section 83.43, Florida
20 Statutes, is amended, and subsection (17) is added to that
21 section, to read:

HB 673 CS

2006
CS

22 83.43 Definitions.--As used in this part, the following
23 words and terms shall have the following meanings unless some
24 other meaning is plainly indicated:

25 (7) "Rental agreement" means any written agreement,
26 including amendments or addenda, or oral agreement if for less
27 duration than 1 year, providing for use and occupancy of
28 premises.

29 (17) "Early termination fee" means any charge, fee, or
30 forfeiture, contained in a written rental agreement, which is
31 assessed to a tenant when a tenant vacates a dwelling unit
32 before the end of the rental agreement. An early termination fee
33 does not include:

34 (a) Charges for services actually rendered to the tenant.

35 (b) Unpaid rent through the end of the month in which the
36 tenant occupied the dwelling unit.

37 (c) Charges for damages to the dwelling unit.

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

40 83.595 Choice of remedies upon breach by tenant.--

41 (1) If the tenant breaches the rental agreement ~~lease~~ for
42 the dwelling unit and the landlord has obtained a writ of
43 possession, or the tenant has surrendered possession of the
44 dwelling unit to the landlord, or the tenant has abandoned the
45 dwelling unit, the landlord may:

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

HB 673 CS

2006
CS

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

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

56 (d) If provided for in the rental agreement, recover
57 liquidated damages upon the breach or charge the tenant a fee
58 for early termination of the rental agreement upon the tenant's
59 giving the landlord notice as provided for in the rental
60 agreement. The landlord shall be entitled to both liquidated
61 damages and an early termination fee, provided the combined
62 total for liquidated damages and the early termination fee does
63 not exceed an amount equal to 2 months' rent. The landlord shall
64 treat such a rental agreement as terminated and charge the
65 tenant liquidated damages or the early termination fee as
66 specified in the rental agreement. In such event, the remedies
67 set forth in paragraphs (a), (b), and (c) are not available to
68 the landlord. This paragraph shall not apply when the breach is
69 failure to give notice at the end of the rental agreement as
70 provided in s. 83.575.

71 (2) The landlord may charge the tenant for any unpaid
72 rent, other charges due under the rental agreement through the
73 end of the month in which the landlord retakes possession of the
74 dwelling unit, and any rental concessions that the tenant has
75 received. For purposes of this subsection, the term "rental
76 concessions" means any amount contained in the rental agreement

HB 673 CS

2006
CS

77 | by which all or a portion of the base rent or options is reduced
78 | or any service or thing of value is given in consideration for
79 | the tenant's entering into the rental agreement.

80 | (3)-(2) If the landlord retakes possession of the dwelling
81 | unit for the account of the tenant pursuant to paragraph (1)(b),
82 | the landlord has a duty to exercise good faith in attempting to
83 | relet the premises, and any rent ~~rentals~~ received by the
84 | landlord as a result of the reletting shall be deducted from the
85 | balance of rent due from the tenant. For purposes of this
86 | section, "good faith in attempting to relet the premises" means
87 | that the landlord shall use at least the same efforts to relet
88 | the premises as were used in the initial rental or at least the
89 | same efforts as the landlord uses in attempting to rent ~~lease~~
90 | other similar rental units but does not require the landlord to
91 | give a preference in leasing the premises over other vacant
92 | dwelling units that the landlord owns or has the responsibility
93 | to rent.

94 | Section 3. This act shall take effect upon becoming a law
95 | and shall apply to any rental agreement entered into prior to
96 | the effective date of this act in which the parties agreed to
97 | the remedies authorized in this act.