

1 A bill to be entitled

2 An act relating to residential tenancies; amending s.
3 83.43, F.S.; revising and providing definitions; amending
4 s. 83.595, F.S.; allowing a landlord to terminate a rental
5 agreement and recover liquidated damages for breach of the
6 agreement or charge the tenant an early termination fee,
7 or both, under certain circumstances; providing a limit on
8 the combined total damages and fee; requiring the tenant
9 to indicate acceptance of an early termination fee or
10 liquidated damaged provision in the rental agreement;
11 specifying liability of the tenant for rent, other charges
12 otherwise due, and rental concessions under certain
13 circumstances; providing applicability and certain
14 retroactive effect; providing that the act does not
15 invalidate any liquidated damages or early termination fee
16 in any rental agreement entered into prior to the
17 effective date of the act; providing an effective date.

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

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

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

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

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

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

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

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

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

42 83.595 Choice of remedies upon breach or early termination
 43 by tenant.--

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

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

52 (b) Retake possession of the dwelling unit for the account
 53 of the tenant, holding the tenant liable for the difference

54 | between the rent ~~rental~~ stipulated to be paid under the rental
55 | lease agreement and what, in good faith, the landlord is able to
56 | recover from a reletting; ~~or~~

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

59 | (d)1. If provided for in the rental agreement, recover
60 | liquidated damages upon the breach or charge the tenant a fee
61 | for early termination of the rental agreement upon the tenant's
62 | giving the landlord notice as provided for in the rental
63 | agreement. The landlord shall be entitled to both liquidated
64 | damages and an early termination fee, provided the combined
65 | total charged for liquidated damages and the early termination
66 | fee does not exceed an amount equal to 2 months' rent. The
67 | landlord shall treat such a rental agreement as terminated and
68 | charge the tenant liquidated damages or the early termination
69 | fee as specified in the rental agreement. In such event, the
70 | remedies set forth in paragraphs (a), (b), and (c) are not
71 | available to the landlord. This subparagraph shall not apply
72 | when the breach is failure to give notice at the end of the
73 | rental agreement as provided in s. 83.575.

74 | 2. The tenant shall indicate acceptance of an early
75 | termination fee or liquidated damages provision in the rental
76 | agreement. Acceptance for purposes of this subparagraph shall
77 | include, but not be limited to, the tenant's placing his or her
78 | initials next to the provision or otherwise indicating his or
79 | her agreement with the provision. If acceptance is not

80 indicated, the remedies in paragraph (a), paragraph (b), or
81 paragraph (c) apply.

82 (2) The landlord may charge the tenant for any unpaid
83 rent, other charges due under the rental agreement through the
84 end of the month in which the landlord retakes possession of the
85 dwelling unit, and any rental concessions that the tenant has
86 received. For purposes of this subsection, the term "rental
87 concessions" means any amount contained in the rental agreement
88 by which all or a portion of the base rent or options is reduced
89 or any service or thing of value is given in consideration for
90 the tenant's entering into the rental agreement.

91 (3)~~(2)~~ If the landlord retakes possession of the dwelling
92 unit for the account of the tenant pursuant to paragraph (1)(b),
93 the landlord has a duty to exercise good faith in attempting to
94 relet the premises, and any rent ~~rentals~~ received by the
95 landlord as a result of the reletting shall be deducted from the
96 balance of rent due from the tenant. For purposes of this
97 section, "good faith in attempting to relet the premises" means
98 that the landlord shall use at least the same efforts to relet
99 the premises as were used in the initial rental or at least the
100 same efforts as the landlord uses in attempting to rent ~~lease~~
101 other similar rental units but does not require the landlord to
102 give a preference in leasing the premises over other vacant
103 dwelling units that the landlord owns or has the responsibility
104 to rent.

105 Section 3. This act applies to any rental agreement
106 entered into prior to the effective date of this act in which

107 | the parties agree to the remedies authorized in this act, except
108 | that s. 83.595(1)(d)2., Florida Statutes, applies to any rental
109 | agreement entered into on or after the effective date of this
110 | act. However, this act does not invalidate any liquidated
111 | damages or early termination fee in any rental agreement entered
112 | into prior to the effective date of this act.

113 | Section 4. This act shall take effect upon becoming a law.