

Amendment No.

CHAMBER ACTION

Senate

House

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1 Representative Patterson offered the following:

2  
3 **Amendment (with title amendment)**

4 Remove everything after the enacting clause and insert:

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

8 83.43 Definitions.--As used in this part, the following  
9 words and terms shall have the following meanings unless some  
10 other meaning is plainly indicated:

11 (7) "Rental agreement" means any written agreement,  
12 including amendments or addenda, or oral agreement ~~if~~ for a less  
13 duration of less than 1 year, providing for use and occupancy of  
14 premises.

15 (17) "Early termination fee" means any charge, fee, or  
16 forfeiture that is provided for in a written rental agreement

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17 and is assessed to a tenant when a tenant vacates a dwelling  
18 unit before the end of the rental agreement. An early  
19 termination fee does not include:

20 (a) Unpaid rent through the end of the month in which the  
21 tenant occupied the dwelling unit.

22 (b) Charges for damages to the dwelling unit.

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

25 83.595 Choice of remedies upon breach or early termination  
26 by tenant.--

27 ~~(1)~~ If the tenant breaches the rental agreement ~~lease~~ for  
28 the dwelling unit and the landlord has obtained a writ of  
29 possession, or the tenant has surrendered possession of the  
30 dwelling unit to the landlord, or the tenant has abandoned the  
31 dwelling unit, the landlord may:

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

35 (2)~~(b)~~ Retake possession of the dwelling unit for the  
36 account of the tenant, holding the tenant liable for the  
37 difference between the rent ~~rental~~ stipulated to be paid under  
38 the rental ~~lease~~ agreement and what, ~~in good faith,~~ the landlord  
39 is able to recover from a reletting. If the landlord retakes  
40 possession, the landlord has a duty to exercise good faith in  
41 attempting to relet the premises, and any rent received by the  
42 landlord as a result of the reletting shall be deducted from the  
43 balance of rent due from the tenant. For purposes of this  
44 subsection, the term "good faith in attempting to relet the

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45 premises" means that the landlord uses at least the same efforts  
46 to relet the premises as were used in the initial rental or at  
47 least the same efforts as the landlord uses in attempting to  
48 rent other similar rental units but does not require the  
49 landlord to give a preference in renting the premises over other  
50 vacant dwelling units that the landlord owns or has the  
51 responsibility to rent; or

52 (3) ~~(e)~~ Stand by and do nothing, holding the lessee liable  
53 for the rent as it comes due; ~~or-~~

54 (4) If liquidated damages or an early termination fee are  
55 provided for in the rental agreement, treat the rental agreement  
56 as terminated and recover liquidated damages or charge an early  
57 termination fee upon the tenant's giving notice. This remedy is  
58 available only if the tenant, at the time the rental agreement  
59 was made, indicated acceptance of liquidated damages or an early  
60 termination fee by placing his or her signature or initials next  
61 to the provision in the agreement. If acceptance is not  
62 indicated, only the remedies available in subsection (1),  
63 subsection (2), or subsection (3) apply.

64 (a) The landlord is entitled to both liquidated damages  
65 and an early termination fee if the combined total charge does  
66 not exceed an amount equal to 2 months' rent.

67 (b) In addition to liquidated damages or an early  
68 termination fee, the landlord may charge the tenant for any  
69 unpaid rent and other charges due under the rental agreement  
70 through the end of the month in which the landlord retakes  
71 possession of the dwelling unit, and any rent concessions that  
72 the tenant has received up to the maximum of 1 month's rent. For

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73 purposes of this paragraph, the term "rent concessions" means  
74 any amount contained in the rental agreement by which all or a  
75 portion of the base rent is reduced in consideration for the  
76 tenant's entering into the rental agreement.

77 (c) This subsection does not apply if the breach is  
78 failure to give notice as provided in s. 83.575.

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

92 Section 3. This act shall take effect upon becoming a law.

93

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

95 Remove the entire title and insert:

96 A bill to be entitled

97 An act relating to residential tenancies; amending s. 83.43,  
98 F.S.; revising and providing definitions; amending s. 83.595,  
99 F.S.; allowing a landlord to terminate a rental agreement and  
100 recover liquidated damages or charge the tenant an early

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HOUSE AMENDMENT

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101 termination fee for breach of the agreement, or both, under  
102 certain circumstances; requiring the tenant to indicate  
103 acceptance of an early termination fee or liquidated-damages  
104 provision in the rental agreement in order for the provision to  
105 take effect; providing a limit on the combined total of damages  
106 and fee; providing liability of the tenant for rent, other  
107 charges otherwise due, and rental concessions; providing an  
108 effective date.

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