

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 or charge the
 6 tenant an early termination fee for breach of the
 7 agreement, or both, under certain circumstances; requiring
 8 the tenant to indicate acceptance of an early termination
 9 fee or liquidated-damages provision in the rental
 10 agreement in order for the provision to take effect;
 11 providing a limit on the combined total of damages and
 12 fee; providing liability of the tenant for rent, other
 13 charges otherwise due, and rental concessions; providing
 14 an effective date.

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

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

21 83.43 Definitions.--As used in this part, the following
 22 words and terms shall have the following meanings unless some
 23 other meaning is plainly indicated:

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

28 (17) "Early termination fee" means any charge, fee, or

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29 forfeiture that is provided for in a written rental agreement
 30 and is assessed to a tenant when a tenant vacates a dwelling
 31 unit before the end of the rental agreement. An early
 32 termination fee does not include:

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

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

36 Section 2. Section 83.595, Florida Statutes, is amended to
 37 read:

38 83.595 Choice of remedies upon breach or early termination
 39 by tenant.--

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

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

48 (2)(b) Retake possession of the dwelling unit for the
 49 account of the tenant, holding the tenant liable for the
 50 difference between the rent ~~rental~~ stipulated to be paid under
 51 the rental ~~lease~~ agreement and what, ~~in good faith,~~ the landlord
 52 is able to recover from a reletting. If the landlord retakes
 53 possession, the landlord has a duty to exercise good faith in
 54 attempting to relet the premises, and any rentals received by
 55 the landlord as a result of the reletting shall be deducted from
 56 the balance of rent due from the tenant. For purposes of this

57 subsection, the term "good faith in attempting to relet the
 58 premises" means that the landlord uses at least the same efforts
 59 to relet the premises as were used in the initial rental or at
 60 least the same efforts as the landlord uses in attempting to
 61 lease other similar rental units but does not require the
 62 landlord to give a preference in leasing the premises over other
 63 vacant dwelling units that the landlord owns or has the
 64 responsibility to rent. ~~or~~

65 (3) ~~(e)~~ Stand by and do nothing, holding the lessee liable
 66 for the rent as it comes due.

67 (4) If liquidated damages or an early termination fee is
 68 provided for in the rental agreement, treat the rental agreement
 69 as terminated and recover liquidated damages or charge an early
 70 termination fee upon the tenant's giving notice. This remedy is
 71 available only if the tenant, at the time the rental agreement
 72 was made, indicated acceptance of liquidated damages or an early
 73 termination fee by placing his or her signature or initials next
 74 to the provision in the agreement. If acceptance is not
 75 indicated, only the remedies available in subsection (1),
 76 subsection (2), or subsection (3) apply.

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

80 (b) In addition to liquidated damages or an early
 81 termination fee, the landlord may charge the tenant for any
 82 unpaid rent, other charges due under the rental agreement
 83 through the end of the month in which the landlord retakes
 84 possession of the dwelling unit, and any rent concessions that

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85 the tenant has received up to the maximum of 1 month's rent. For
86 purposes of this paragraph, the term "rent concessions" means
87 any amount contained in the rental agreement by which all or a
88 portion of the base rent is reduced in consideration for the
89 tenant's entering into the rental agreement.

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

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

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