

By Senator Rich

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1 A bill to be entitled

2 An act relating to residential tenancies; creating s.
3 83.683, F.S.; defining terms; prohibiting a landlord from
4 terminating, failing to renew, or refusing to enter into a
5 residential rental agreement because the tenant,
6 applicant, or family or household member is a victim of
7 domestic violence, dating violence, repeat violence, or
8 sexual violence; prohibiting a landlord from including in
9 a residential rental agreement a provision that authorizes
10 the landlord to terminate a rental agreement or impose a
11 penalty on a tenant for calling for assistance from a law
12 enforcement agency or other emergency assistance in
13 response to domestic violence, dating violence, repeat
14 violence, or sexual violence; providing for evidence of
15 the domestic violence, dating violence, repeat violence,
16 or sexual violence which may be provided to the landlord;
17 allowing victims of domestic violence to terminate a
18 residential rental agreement under certain circumstances;
19 providing procedures to notify the landlord; providing for
20 liability for payment of rent by the respondent who has
21 been excluded from the dwelling unit; requiring a landlord
22 to change door and other locks of the dwelling unit of a
23 victim of domestic violence, dating violence, repeat
24 violence, or sexual violence under certain circumstances
25 within a specified period; requiring the protected tenant
26 to pay the costs of changing the door and other locks of
27 the dwelling unit; prohibiting waiver of the provisions of
28 the act; providing an effective date.

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

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32 Section 1. Section 83.683, Florida Statutes, is created to
33 read:

34 83.683 Discrimination against victims of domestic violence,
35 dating violence, repeat violence, or sexual violence
36 prohibited.--

37 (1) DEFINITIONS.--As used in this section, the term:

38 (a) "Dating violence" has the same meaning as provided in
39 s. 784.046(1).

40 (b) "Domestic violence" has the same meaning as provided in
41 s. 741.28.

42 (c) "Family or household member" has the same meaning as
43 provided in s. 741.28.

44 (d) "Repeat violence" has the same meaning as provided in
45 s. 784.046(1).

46 (e) "Sexual violence" has the same meaning as provided in
47 s. 784.046(1).

48 (2) VICTIM PROTECTION; NONDISCRIMINATION.--

49 (a) A landlord may not terminate a tenancy, fail to renew a
50 tenancy, refuse to enter into a rental agreement, or otherwise
51 retaliate in the rental of a dwelling unit because:

52 1. The tenant, applicant, or a household member is a victim
53 of domestic violence, dating violence, repeat violence, or sexual
54 violence; or

55 2. The tenant or applicant terminated a rental agreement
56 due to domestic violence, dating violence, repeat violence, or
57 sexual violence as provided in subsection (4).

58 (b) A landlord may not include in a residential rental

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59 agreement a provision that authorizes a landlord to terminate the
60 agreement or to impose a penalty upon a tenant for calls made by
61 the tenant for assistance from a law enforcement agency or other
62 emergency assistance in response to domestic violence, dating
63 violence, repeat violence, or sexual violence. A rental agreement
64 may not waive a tenant's right to call for assistance from a law
65 enforcement agency or other emergency assistance.

66 (3) EVIDENCE.--Evidence provided to a landlord to prove the
67 occurrence of domestic violence, dating violence, repeat
68 violence, or sexual violence may include any of the following:

69 (a) Records, orders, or files of a court, law enforcement
70 agency, or state or federal agency;

71 (b) Documentation from a domestic violence or sexual
72 assault protection program; or

73 (c) Documentation from a medical professional.

74 (4) EARLY TERMINATION OF A RENTAL AGREEMENT BY A VICTIM OF
75 DOMESTIC VIOLENCE, DATING VIOLENCE, REPEAT VIOLENCE, OR SEXUAL
76 VIOLENCE.--

77 (a) A tenant protected by this section may terminate his or
78 her rental agreement for a dwelling unit by providing the
79 landlord with a written notice of termination to be effective on
80 a date stated in the notice which must be at least 30 days after
81 the landlord receives the written notice of termination. The
82 notice to the landlord must be accompanied by:

83 1. A copy of an injunction for protection against domestic
84 violence issued by a court pursuant to s. 741.30 or a copy of an
85 injunction for protection against repeat violence, sexual
86 violence, or dating violence issued by a court pursuant to s.
87 784.046;

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88 2. A valid card issued under an address confidentiality
89 program to the victim or a minor member of the tenant's household
90 pursuant to s. 741.403; or

91 3. An order of no contact entered by a court in a criminal
92 case.

93 (b) After terminating a rental agreement, the tenant who is
94 released from the rental agreement under paragraph (a) is liable
95 to the landlord for the rent due under the rental agreement
96 prorated to the effective date of the termination and payable at
97 the time that would have been required by the terms of the rental
98 agreement. The tenant is not liable for any other rent or fees
99 due to the early termination of the tenancy. If a tenant
100 terminates the rental agreement 14 days or more before he or she
101 initially occupies the dwelling unit, the tenant is not liable
102 for any damages or penalties.

103 (c) Notwithstanding paragraph (a) or the exclusion of a
104 respondent of domestic violence, dating violence, repeat
105 violence, or sexual violence by a court order, if there are any
106 remaining tenants residing in the dwelling unit, the tenancy
107 shall continue for those tenants. The respondent who has been
108 excluded from the dwelling unit under court order remains liable
109 under the lease with any other tenant of the dwelling unit for
110 rent or damages to the dwelling unit.

111 (5) VICTIM PROTECTION; CHANGING DOOR AND OTHER LOCKS.--

112 (a) If the respondent of domestic violence, dating
113 violence, repeat violence, or sexual violence is not a tenant in
114 the same dwelling unit as the protected tenant, the protected
115 tenant may give oral or written notice to the landlord that he or
116 she is a victim of domestic violence, dating violence, repeat

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117 violence, or sexual violence and may request that the door and
118 other locks to the dwelling unit be changed. A protected tenant
119 is not required to provide documentation of the domestic
120 violence, dating violence, repeat violence, or sexual violence to
121 initiate the changing of the door and other locks. A landlord who
122 receives a request under this paragraph must change the door and
123 other locks to the protected tenant's dwelling unit or give the
124 protected tenant permission to change the door and other locks
125 within 72 hours.

126 (b) If the respondent of the domestic violence, dating
127 violence, repeat violence, or sexual violence is a tenant in the
128 same dwelling unit as the victim, any tenant or protected tenant
129 of the dwelling unit may give oral or written notice to the
130 landlord that a protected tenant is a victim of domestic
131 violence, dating violence, repeat violence, or sexual violence
132 and may request that the door and other locks to the dwelling
133 unit be changed. Before the landlord or tenant changes the door
134 and other locks under this paragraph, the tenant must provide the
135 landlord with a copy of a court order excluding the respondent
136 from the dwelling unit of the protected tenant. A landlord who
137 receives a request to change the door and other locks to the
138 protected tenant's dwelling unit under this paragraph must change
139 the door and other locks within 72 hours.

140 (c) The protected tenant shall bear the expense of changing
141 the door and other locks. If a landlord fails to act within the
142 required time, the protected tenant may change the door and other
143 locks without the landlord's permission. If the protected tenant
144 changes the locks, the protected tenant must give a key to the
145 new locks to the landlord within 48 hours after the door and

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146 other locks are changed.

147 (d) If a landlord has been provided with a court order
148 excluding the respondent from the dwelling unit of the protected
149 tenant, the landlord may not grant the respondent access to the
150 dwelling unit, provide keys to the respondent, or provide the
151 respondent access to the respondent's personal property within
152 the dwelling unit. If the respondent has a court order allowing
153 the respondent to return to the dwelling unit to retrieve
154 personal belongings, the landlord may grant him or her access to
155 the dwelling unit. If a landlord complies with this paragraph,
156 the landlord is not liable for civil damages to a respondent
157 excluded from the dwelling unit, for loss of use of the dwelling
158 unit, or for loss of use or damage to the respondent's personal
159 property.

160 (6) NONWAIVER OF RENTAL TERMS.--Pursuant to s. 83.47, the
161 provisions of this section may not be waived or modified by
162 agreement of the parties.

163 Section 2. This act shall take effect July 1, 2008.