

Amendment No.

CHAMBER ACTION

Senate

House

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1 Representative Patterson offered the following:

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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 elects to terminate
18 the rental agreement, as provided in the agreement, and vacates
19 a dwelling unit before the end of the rental agreement. An early
20 termination fee does not include:

21 (a) Unpaid rent and other accrued charges through the end
22 of the month in which the landlord retakes possession of the
23 dwelling unit.

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

25 (c) Charges associated with a rental agreement settlement,
26 release, buy-out, or accord and satisfaction agreement.

27 Section 2. Section 83.595, Florida Statutes, is amended to
28 read:

29 83.595 Choice of remedies upon breach or early termination
30 by tenant.--

31 ~~(1)~~ If the tenant breaches the rental agreement lease for
32 the dwelling unit and the landlord has obtained a writ of
33 possession, or the tenant has surrendered possession of the
34 dwelling unit to the landlord, or the tenant has abandoned the
35 dwelling unit, the landlord may:

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

39 ~~(2)(b)~~ Retake possession of the dwelling unit for the
40 account of the tenant, holding the tenant liable for the
41 difference between the rent rental stipulated to be paid under
42 the rental lease agreement and what, ~~in good faith,~~ the landlord
43 is able to recover from a reletting. If the landlord retakes
44 possession, the landlord has a duty to exercise good faith in

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45 attempting to relet the premises, and any rent received by the
46 landlord as a result of the reletting must be deducted from the
47 balance of rent due from the tenant. For purposes of this
48 subsection, the term "good faith in attempting to relet the
49 premises" means that the landlord uses at least the same efforts
50 to relet the premises as were used in the initial rental or at
51 least the same efforts as the landlord uses in attempting to
52 rent other similar rental units but does not require the
53 landlord to give a preference in renting the premises over other
54 vacant dwelling units that the landlord owns or has the
55 responsibility to rent; ~~or~~

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

58 (4) Charge liquidated damages, as provided in the rental
59 agreement, or an early termination fee to the tenant if the
60 landlord and tenant have agreed to liquidated damages or an
61 early termination fee, if the amount does not exceed 2 months'
62 rent, and if, in the case of an early termination fee, the
63 tenant is required to give no more than 60 days' notice, as
64 provided in the rental agreement, prior to the proposed date of
65 early termination. This remedy is available only if the tenant
66 and the landlord, at the time the rental agreement was made,
67 indicated acceptance of liquidated damages or an early
68 termination fee. The tenant must indicate acceptance of
69 liquidated damages or an early termination fee by signing a
70 separate addendum to the rental agreement containing a provision
71 in substantially the following form:

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72 [] I agree, as provided in the rental agreement, to pay
73 \$ (an amount that does not exceed 2 months' rent) as
74 liquidated damages or an early termination fee if I elect to
75 terminate the rental agreement, and the landlord waives the
76 right to seek additional rent beyond the month in which the
77 landlord retakes possession.

78 [] I do not agree to liquidated damages or an early
79 termination fee, and I acknowledge that the landlord may seek
80 damages as provided by law.

81 (a) In addition to liquidated damages or an early
82 termination fee, the landlord is entitled to the rent and other
83 charges accrued through the end of the month in which the
84 landlord retakes possession of the dwelling unit and charges for
85 damages to the dwelling unit.

86 (b) This subsection does not apply if the breach is
87 failure to give notice as provided in s. 83.575.

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

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99 ~~premises over other vacant dwelling units that the landlord owns~~
100 ~~or has the responsibility to rent.~~

101 Section 3. This act shall take effect upon becoming a law.
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104 **T I T L E A M E N D M E N T**

105 Remove the entire title and insert:

106 A bill to be entitled

107 An act relating to residential tenancies; amending s. 83.43,
108 F.S.; redefining the term "rental agreement"; defining the term
109 "early termination fee"; amending s. 83.595, F.S.; allowing a
110 landlord to terminate a rental agreement and recover liquidated
111 damages or charge the tenant an early termination fee for breach
112 of the agreement, or both, under certain circumstances;
113 requiring the tenant to indicate acceptance of an early
114 termination fee or liquidated-damages provision in the rental
115 agreement in order for the provision to take effect; providing a
116 limit on the combined total of damages and fees; providing
117 liability of the tenant for rent, other charges due, and rental
118 concessions; providing an effective date.