

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 unpaid rent;
 13 providing an effective date.

14
 15 Be It Enacted by the Legislature of the State of Florida:

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

20 83.43 Definitions.--As used in this part, the following
 21 words and terms shall have the following meanings unless some
 22 other meaning is plainly indicated:

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

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

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

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

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

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

37 83.595 Choice of remedies upon breach or early termination
 38 by tenant.--

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

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

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

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57 premises" means that the landlord uses at least the same efforts
58 to relet the premises as were used in the initial rental or at
59 least the same efforts as the landlord uses in attempting to
60 rent other similar rental units but does not require the
61 landlord to give a preference in renting the premises over other
62 vacant dwelling units that the landlord owns or has the
63 responsibility to rent; or

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

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

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

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

84 (c) This subsection does not apply if the breach is

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85 failure to give notice as provided in s. 83.575.

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

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