



803478

CHAMBER ACTION

<u>Senate</u>	.	<u>House</u>
Comm: RS	.	
4/16/2008	.	
	.	
	.	

1 The Committee on Judiciary (Geller) recommended the following
 2 **amendment:**

Senate Amendment (with title amendment)

5 Delete everything after the enacting clause
6 and insert:

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

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

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

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17 (17) "Early termination fee" means any charge, fee, or
18 forfeiture that is provided for in a written rental agreement and
19 is assessed to a tenant when a tenant vacates a dwelling unit
20 before the end of the rental agreement. An early termination fee
21 does not include:

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

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

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

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

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

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

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

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



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

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

59 (4) Charge liquidated damages or an early termination fee
60 to the tenant, if the landlord and tenant have agreed to
61 liquidated damages or an early termination fee, if the amount
62 does not exceed 2 months' rent, and if, in the case of an early
63 termination fee, the tenant gives notice, not to exceed 60 days,
64 as is required in the rental agreement. This remedy is available
65 only if the tenant and the landlord, at the time the rental
66 agreement was made, indicated acceptance of liquidated damages or
67 an early termination fee. The tenant must indicate acceptance of
68 liquidated damages or an early termination fee by signing a
69 separate addendum to the rental agreement containing a provision
70 in substantially the following form:

71
72 I agree to pay \$ _____ (an amount that does not exceed
73 2 months' rent) as liquidated damages or an early termination
74 fee, and the landlord waives the right to seek additional rent
75 beyond the month in which the landlord retakes possession.



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

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

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

86 ~~(2) If the landlord retakes possession of the dwelling unit~~
87 ~~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 same~~
93 ~~efforts to relet the premises as were used in the initial rental~~
94 ~~or at least the same efforts as the landlord uses in attempting~~
95 ~~to lease other similar rental units but does not require the~~
96 ~~landlord to give a preference in leasing the premises over other~~
97 ~~vacant dwelling units that the landlord owns or has the~~
98 ~~responsibility to rent.~~

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

100
101 ===== T I T L E A M E N D M E N T =====

102 And the title is amended as follows:

103
104 Delete everything before the enacting clause
105 and insert:

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