

By Senator Aronberg

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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 due, and rental concessions; providing an  
14 effective date.

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

17  
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  
29 forfeiture that is provided for in a written rental agreement and

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30 is assessed to a tenant when a tenant vacates a dwelling unit  
31 before the end of the rental agreement. An early termination fee  
32 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 terminating  
47 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 rent received by the  
55 landlord as a result of the reletting must be deducted from the  
56 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

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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 rent  
61 other similar rental units but does not require the landlord to  
62 give a preference in renting the premises over other vacant  
63 dwelling units that the landlord owns or has the responsibility  
64 to rent; ~~or~~

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

67 (4) If liquidated damages or an early termination fee are  
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 relevant provision in the agreement. If acceptance was 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 and  
78 an early termination fee if the combined total charge does not  
79 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 due under the rental agreement through the end of the  
83 month in which the landlord retakes possession of the dwelling  
84 unit.

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

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

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