

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

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

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

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

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

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

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

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

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

(2) VICTIM PROTECTION; NONDISCRIMINATION.--

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

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

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

66 (3) EVIDENCE.--Evidence provided to a landlord to prove
 67 the 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
 78 or 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 written notice of termination must include evidence as required
 83 by subsection (3) and be based upon a legitimate belief by the
 84 tenant that the tenant is likely to be further victimized by

85 domestic violence, dating violence, repeat violence, or sexual
86 violence if the tenant remains in the dwelling unit. The notice
87 to the landlord must be accompanied by:

88 1. A copy of a permanent injunction for protection against
89 domestic violence issued by a court pursuant to s. 741.30 or a
90 copy of a permanent injunction for protection against repeat
91 violence, sexual violence, or dating violence issued by a court
92 pursuant to s. 784.046;

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

96 3. An order of no contact entered by a court in a criminal
97 case.

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

108 (c) Notwithstanding paragraph (a) or the exclusion of a
109 respondent of domestic violence, dating violence, repeat
110 violence, or sexual violence by a court order, if there are any
111 remaining tenants residing in the dwelling unit, the tenancy
112 shall continue for those tenants. The respondent who has been

113 excluded from the dwelling unit under court order remains liable
114 under the lease with any other tenant of the dwelling unit for
115 rent or damages to the dwelling unit.

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

117 (a) If the respondent of domestic violence, dating
118 violence, repeat violence, or sexual violence is not a tenant in
119 the same dwelling unit as the protected tenant, the protected
120 tenant may give oral or written notice to the landlord that he
121 or she is a victim of domestic violence, dating violence, repeat
122 violence, or sexual violence and may request that the door and
123 other locks to the dwelling unit be changed. A protected tenant
124 is not required to provide documentation of the domestic
125 violence, dating violence, repeat violence, or sexual violence
126 to initiate the changing of the door and other locks. A landlord
127 who receives a request under this paragraph must change the door
128 and other locks to the protected tenant's dwelling unit or give
129 the protected tenant permission to change the door and other
130 locks within 72 hours.

131 (b) If the respondent of the domestic violence, dating
132 violence, repeat violence, or sexual violence is a tenant in the
133 same dwelling unit as the victim, any tenant or protected tenant
134 of the dwelling unit may give oral or written notice to the
135 landlord that a protected tenant is a victim of domestic
136 violence, dating violence, repeat violence, or sexual violence
137 and may request that the door and other locks to the dwelling
138 unit be changed. Before the landlord or tenant changes the door
139 and other locks under this paragraph, the tenant must provide
140 the landlord with a copy of a court order excluding the

141 respondent from the dwelling unit of the protected tenant. A
142 landlord who receives a request to change the door and other
143 locks to the protected tenant's dwelling unit under this
144 paragraph must change the door and other locks within 72 hours.

145 (c) The protected tenant shall bear the expense of
146 changing the door and other locks. If a landlord fails to act
147 within the required time, the protected tenant may change the
148 door and other locks without the landlord's permission. If the
149 protected tenant changes the locks, the protected tenant must
150 give a key to the new locks to the landlord within 48 hours
151 after the door and other locks are changed.

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

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

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