

HB 517

2009

1 A bill to be entitled
2 An act relating to residential tenancies; amending s.
3 83.51, F.S.; authorizing landlords to terminate utility
4 services under certain conditions; creating s. 83.683,
5 F.S.; defining terms; prohibiting a landlord from
6 terminating, failing to renew, or refusing to enter into a
7 residential rental agreement because the tenant,
8 applicant, or family or household member is a victim of
9 domestic violence, dating violence, repeat violence, or
10 sexual violence; allowing victims of such violence to
11 terminate a residential rental agreement under certain
12 circumstances; providing procedures to notify the
13 landlord; providing for liability for payment of rent and
14 other unpaid amounts owed by certain tenants excluded from
15 the dwelling unit; providing when a tenancy terminates for
16 purposes of determining rent and amount owed; requiring a
17 landlord to change door and other locks of the dwelling
18 unit of a victim of domestic violence, dating violence,
19 repeat violence, or sexual violence under certain
20 circumstances within a specified period; requiring the
21 protected tenant to pay the costs of changing the door and
22 other locks of the dwelling unit; prohibiting waiver of
23 the provisions of the act; providing an effective date.

24
25 Be It Enacted by the Legislature of the State of Florida:

26
27 Section 1. Paragraph (e) of subsection (2) of section
28 83.51, Florida Statutes, is amended to read:

29 | 83.51 Landlord's obligation to maintain premises.--

30 | (2)

31 | (e)1. Nothing contained in this subsection prohibits the
 32 | landlord from providing in the rental agreement that the tenant
 33 | is obligated to pay costs or charges for garbage removal, water,
 34 | fuel, or utilities.

35 | 2. A landlord who provides utilities services to a tenant
 36 | by opening an account with a utility company under the owner or
 37 | landlord's name and who then receives payment for such services
 38 | from a tenant is permitted to terminate the utilities services
 39 | account when the tenant has not paid the bill for such utilities
 40 | within 60 days after providing a copy of the bill to the tenant.

41 | Section 2. Section 83.683, Florida Statutes, is created to
 42 | read:

43 | 83.683 Prohibiting discrimination against victims of
 44 | domestic violence, dating violence, repeat violence, or sexual
 45 | violence; permitting early termination of rental agreement and
 46 | changing of locks.--

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

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

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

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

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

56 | (e) "Sexual violence" has the same meaning as provided in

HB 517

2009

57 s. 784.046(1).

58 (2) VICTIM PROTECTION; NONDISCRIMINATION.--A landlord may
59 not terminate a tenancy, fail to renew a tenancy, refuse to
60 enter into a rental agreement, or otherwise retaliate in the
61 rental of a dwelling unit because:

62 (a) The tenant, applicant, or a household member is a
63 victim of domestic violence, dating violence, repeat violence,
64 or sexual violence;

65 (b) The tenant or applicant terminated a rental agreement
66 due to domestic violence, dating violence, repeat violence, or
67 sexual violence as provided in subsection (4);

68 (c) The tenant or applicant had a previous rental
69 agreement terminated for failure to comply with a provision of
70 the rental agreement, including calls to law enforcement or
71 emergency personnel, destruction or impairment of the dwelling
72 unit or the landlord's property, disturbing the tenant's
73 neighbors, breach of the peace, or any other provision when such
74 noncompliance occurred because the tenant or a household member
75 was a victim of domestic violence, dating violence, repeat
76 violence, or sexual violence as evidenced by law enforcement
77 reports or criminal or civil court records; or

78 (d) An existing tenant fails to comply with a provision of
79 the rental agreement, including calls to law enforcement or
80 emergency personnel, destruction or impairment of the dwelling
81 unit or the landlord's property, disturbing the tenant's
82 neighbors, breach of the peace, or any other provision when such
83 noncompliance occurred because the tenant or a household member
84 is a victim of domestic violence, dating violence, repeat

85 violence, or sexual violence as evidenced by law enforcement
 86 reports or criminal or civil court records.

87 (3) EARLY TERMINATION OF A RENTAL AGREEMENT BY A VICTIM OF
 88 DOMESTIC VIOLENCE, DATING VIOLENCE, REPEAT VIOLENCE, OR SEXUAL
 89 VIOLENCE.--

90 (a) A tenant protected by this subsection may terminate
 91 his or her rental agreement for a dwelling unit by providing the
 92 landlord with a written notice of termination to be effective on
 93 a date stated in the notice that is at least 30 days after the
 94 landlord receives the written notice of termination. The notice
 95 to the landlord must be accompanied by:

96 1. A copy of a final injunction for protection against
 97 domestic violence issued by a court pursuant to s. 741.30 or a
 98 copy of a final injunction for protection against repeat
 99 violence, sexual violence, or dating violence issued by a court
 100 pursuant to s. 784.046;

101 2. A law enforcement report documenting an incident of
 102 domestic violence, dating violence, repeat violence, or sexual
 103 violence within 60 days after providing the notice; or

104 3. An order of no contact entered by a court in a criminal
 105 case where the defendant was charged with a crime relating to
 106 domestic violence, dating violence, repeat violence, or sexual
 107 violence.

108 (b) After terminating a rental agreement, the tenant who
 109 is released from the rental agreement under paragraph (a) is
 110 liable to the landlord for the rent for the full month due in
 111 which the rental agreement terminates and an additional amount
 112 equal to one month's rent. The tenant is relieved of any other

HB 517

2009

113 contractual obligation for payment of rent or any other charges
114 for the remaining term of the rental agreement, except as
115 provided in this section.

116 (c) This section does not affect a tenant's liability
117 for delinquent, unpaid rent or other amounts owed to the
118 landlord before the rental agreement was terminated by the
119 tenant under this section.

120 (d) The tenancy terminates, including the right of
121 possession of the premises, on the termination date stated in
122 the notice under paragraph (a). The amount equal to one
123 month's rent must be paid on or before the termination of the
124 tenancy for the tenant to be relieved of the contractual
125 obligations for the remaining term of the rental agreement as
126 provided in this section.

127 (e) If, pursuant to this section, a tenant terminates the
128 rental agreement 14 days or more before he or she initially
129 occupies the dwelling unit, the tenant is not liable for any
130 damages or penalties.

131 (f) The tenancy shall continue for any remaining tenants
132 residing in the dwelling unit who are parties to the rental
133 agreement. Any tenant who has been excluded from the dwelling
134 unit pursuant to a civil injunction for protection issued
135 pursuant to chapter 741 or chapter 784, or is the perpetrator in
136 the law enforcement report or the defendant in the criminal no-
137 contact order as provided in paragraph (a), and those remaining
138 tenants remain liable under the rental agreement for rent or
139 damages to the dwelling unit.

140 (4) VICTIM PROTECTION; CHANGING DOOR AND OTHER LOCKS.--

HB 517

2009

141 (a) If the perpetrator of domestic violence, dating
142 violence, repeat violence, or sexual violence is not a tenant in
143 the same dwelling unit as the victim, the tenant who is the
144 victim may give oral or written notice to the landlord that he
145 or she is a victim of domestic violence, dating violence, repeat
146 violence, or sexual violence as evidenced by law enforcement
147 reports or court orders and may request that the door and other
148 locks to the dwelling unit be changed. A landlord who receives a
149 request under this paragraph must change the door and other
150 locks to the protected tenant's dwelling unit or give the
151 protected tenant permission to change the door and other locks
152 within 72 hours.

153 (b) If the perpetrator of domestic violence, dating
154 violence, repeat violence, or sexual violence is a tenant in the
155 same dwelling unit as the victim, the tenant who is the victim
156 may give oral or written notice to the landlord that the tenant
157 is a victim of domestic violence, dating violence, repeat
158 violence, or sexual violence and may request that the door and
159 other locks to the dwelling unit be changed. Before the landlord
160 or tenant changes the door and other locks under this paragraph,
161 the tenant must provide the landlord with a copy of a civil or
162 criminal court order excluding the tenant who is the perpetrator
163 from the dwelling unit. A landlord who receives a request to
164 change the door and other locks to the tenant's dwelling unit
165 under this paragraph must change the door and other locks within
166 48 hours.

167 (c) The tenant who is the victim shall bear the expense of
168 changing the door and other locks. If a landlord fails to act

HB 517

2009

169 within the required time, the tenant may change the door and
170 other locks without the landlord's permission. If the tenant
171 changes the locks, the tenant must give a key to the new locks
172 to the landlord within 48 hours after the door and other locks
173 are changed.

174 (d) If a landlord has been provided with a civil or
175 criminal court order excluding the tenant who was the
176 perpetrator of domestic violence, dating violence, repeat
177 violence, or sexual violence from the dwelling unit, the
178 landlord may not grant the excluded tenant access to the
179 dwelling unit, provide keys to the excluded tenant, or provide
180 the excluded tenant access to the respondent's personal property
181 within the dwelling unit. If the excluded tenant has a court
182 order allowing the excluded tenant to return to the dwelling
183 unit to retrieve personal property, the landlord may grant him
184 or her access to the dwelling unit. If a landlord complies with
185 this paragraph, the landlord is not liable for civil damages to
186 an excluded tenant from the dwelling unit, for loss of use of
187 the dwelling unit, or for loss of use or damage to the excluded
188 tenant's personal property.

189 (e) Nothing in this subsection shall be construed to
190 relieve the excluded tenant of any obligation under a lease
191 agreement or any other liability to the landlord.

192 (5) NONWAIVER OF RENTAL TERMS.--Pursuant to s. 83.47, the
193 provisions of this section may not be waived or modified by
194 agreement of the parties.

195 Section 3. This act shall take effect July 1, 2009.