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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/01/2009	.	
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The Committee on Criminal Justice (Deutch) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

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

83.683 Protection of victims of domestic violence, dating  
violence, repeat violence, or sexual violence.-

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

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



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

14 (c) "Repeat violence" has the same meaning as provided in  
15 s. 784.046.

16 (d) "Sexual violence" has the same meaning as provided in  
17 s. 784.046.

18 (2) VICTIM PROTECTION DURING APPLICATION FOR A RENTAL  
19 HOUSING UNIT.—

20 (a) A landlord may not refuse to enter into a rental  
21 agreement for a dwelling unit solely because the applicant or a  
22 household member of the applicant is a victim of domestic  
23 violence, dating violence, repeat violence, or sexual violence,  
24 if the applicant provides the landlord at the time of  
25 application for rental housing a certification from a domestic  
26 violence center certified under chapter 39, issued within 30  
27 days before the date of the application for rental housing. The  
28 certification shall include:

29 1. Confirmation that the applicant or the household member  
30 of the applicant received services from the domestic violence  
31 center; and

32 2. One of the following:

33 a. A certified copy of a police report documenting the  
34 incident of domestic violence, dating violence, repeat violence  
35 or sexual violence against the applicant or a household member  
36 of the applicant;

37 b. A certified copy of an order of "no contact" entered by  
38 a court in a criminal case in which the defendant was charged  
39 with a crime relating to domestic violence, dating violence,  
40 repeat violence, or sexual violence against the applicant or a



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41 household member of the applicant;

42 c. A certified copy of a final injunction for protection  
43 against domestic violence, dating violence, repeat violence, or  
44 sexual violence issued to the applicant or a household member of  
45 the applicant.

46 (b) A landlord may not refuse to enter into a rental  
47 agreement for a dwelling unit solely because the applicant  
48 previously terminated a rental agreement due to domestic  
49 violence, dating violence, repeat violence, or sexual violence,  
50 as provided in subsection (3). The applicant shall provide to  
51 the landlord a copy of the final injunction for protection or  
52 criminal no contact order that was used as a basis for the  
53 previous lease termination.

54 (c) As a condition for approval of applicant and continued  
55 tenancy, landlord has the right to exclude without cause from  
56 the community and applicant's dwelling unit the person or  
57 persons who are the perpetrators of domestic violence, dating  
58 violence, repeat violence, or sexual violence named in the  
59 police report or no contact order, or who are the respondents in  
60 the final injunction for protection against domestic violence,  
61 dating violence, repeat violence, or sexual violence.

62 (d) This section does not limit the landlord's right to  
63 otherwise terminate the rental agreement for the failure to  
64 comply with this chapter or refuse to enter into a rental  
65 agreement if the applicant does not meet the landlord's  
66 creditworthiness criteria or criminal background criteria.

67 (3) PROCEDURE FOR EARLY TERMINATION OF A RENTAL AGREEMENT.—  
68 A tenant who is or who has a household member who is a victim of  
69 domestic violence, dating violence, repeat violence, or sexual



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70 violence may terminate his or her rental agreement for a  
71 dwelling unit before the date specified in the agreement by  
72 providing the landlord with:

73 (a) A written notice of termination to be effective on the  
74 date stated in the notice, which must be at least 30 days after  
75 the date the landlord receives the notice; and

76 (b)1. A certified copy of a final injunction for protection  
77 against domestic violence, dating violence, repeat violence, or  
78 sexual violence issued to the tenant or a household member of  
79 the tenant; or

80 2. A certified copy of an order of "no contact" entered by  
81 a court in a criminal case in which the defendant was charged  
82 with a crime relating to domestic violence, dating violence,  
83 repeat violence, or sexual violence against the tenant or  
84 household member of the tenant.

85 (4) DAMAGES FOR EARLY TERMINATION OF A RENTAL AGREEMENT.—

86 (a) A tenant who terminates his or her rental agreement  
87 pursuant to subsection (3) is liable to the landlord for:

88 1. Liquidated damages in an amount equal to one month's  
89 rent.

90 2. Unpaid rent and other accrued charges through the end of  
91 the month in which the landlord takes possession of the dwelling  
92 unit.

93 3. Any rental agreement concessions provided by the  
94 landlord.

95 4. Charges for damages to the dwelling unit.

96 (b) A cotenant or cotenants to a rental agreement remain  
97 bound by the agreement after a tenant terminates his or her  
98 rental agreement pursuant to subsection (3). The landlord may,



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99 at the landlord's option, terminate the rental agreement for any  
100 cotenant who is the perpetrator of domestic violence, dating  
101 violence, repeat violence, or sexual violence named in the final  
102 injunction for protection or no contact order, notwithstanding  
103 any provision of this part to the contrary requiring certain  
104 grounds for termination of a tenancy or for eviction.

105 (5) ACCESS TO A DWELLING UNIT.—A tenant who has obtained an  
106 order from a court that grants a tenant possession of the  
107 dwelling unit to the exclusion of one or more co-tenants, or  
108 prohibits one or more cotenants from contact with the tenant or  
109 a household member of the tenant, or prohibits a person who is  
110 not a cotenant from contact with the tenant or a household  
111 member of the tenant, may provide the landlord with a copy of  
112 that court order and require that the landlord either install  
113 new locks on all exterior doors of the dwelling unit at the  
114 tenant's expense within 72 hours of written notice, or permit  
115 the tenant to install new locks, provided that the tenant's  
116 installation of the new locks does no permanent damage to any  
117 part of the dwelling unit and the tenant provides a duplicate  
118 copy of all keys to the landlord.

119 (6) LIMITATION OF LANDLORD'S LIABILITY

120 (a) A landlord is not liable for damages or injury arising  
121 from the landlord's compliance or good faith attempt to comply  
122 with this section.

123 (7) WAIVER OF RIGHTS NOT PERMITTED.—The provisions of this  
124 section may not be waived or modified by agreement.

125 Section 2. This act shall take effect July 1, 2009, and  
126 applies to rental agreements executed on or after that date.  
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128 ===== T I T L E A M E N D M E N T =====

129 And the title is amended as follows:

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131 Delete everything before the enacting clause

132 and insert:

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134 A bill to be entitled

135 An act relating to residential tenancies; creating s.  
136 83.683, F.S.; providing definitions; prohibiting  
137 landlords from discriminating against or retaliating  
138 against victims of domestic violence, dating violence,  
139 repeat violence, or sexual violence; authorizing  
140 certain victims to terminate a rental agreement before  
141 the end of the rental period; limiting damages for  
142 early termination; requiring a landlord to change a  
143 lock or authorize the tenant to change a lock under  
144 certain circumstances; requiring the tenant to bear  
145 the cost of changing a lock; requiring that the tenant  
146 provide a key to a changed lock to the landlord;  
147 prohibiting a landlord from providing access to a  
148 dwelling unit to a tenant who has been excluded from  
149 the dwelling unit by court order; providing a landlord  
150 with immunity for certain actions; prohibiting waiver  
151 of certain statutory rights; providing for  
152 application; providing an effective date.