

By Senator Rich

34-00393-09

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1 A bill to be entitled
2 An act relating to residential tenancies; creating s.
3 83.683, F.S.; providing definitions; prohibiting
4 landlords from discriminating against or retaliating
5 against victims of domestic violence, dating violence,
6 repeat violence, or sexual violence; authorizing
7 certain victims to terminate a rental agreement before
8 the end of the rental period; limiting damages for
9 early termination; requiring a landlord to change a
10 lock or authorize the tenant to change a lock under
11 certain circumstances; requiring the tenant to bear
12 the cost of changing a lock; requiring that the tenant
13 provide a key to a changed lock to the landlord;
14 prohibiting a landlord from providing access to a
15 dwelling unit to a tenant who has been excluded from
16 the dwelling unit by court order; providing a landlord
17 with immunity for certain actions; prohibiting waiver
18 of certain statutory rights; providing for
19 application; providing an effective date.

20
21 Be It Enacted by the Legislature of the State of Florida:

22
23 Section 1. Section 83.683, Florida Statutes, is created to
24 read:

25 83.683 Protection of victims of domestic violence, dating
26 violence, repeat violence, or sexual violence.-

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

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

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

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

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

36 (e) "Tenant" means a person contractually obligated to pay
37 rent under a rental agreement.

38 (2) VICTIM PROTECTION AND NONDISCRIMINATION.—A landlord may
39 not terminate a tenancy, fail to renew a tenancy, refuse to
40 enter into a rental agreement, or otherwise retaliate in the
41 rental of a dwelling unit because:

42 (a) The tenant, applicant, or household member of the
43 tenant or applicant is a victim of domestic violence, dating
44 violence, repeat violence, or sexual violence;

45 (b) The tenant or applicant terminated a rental agreement
46 due to domestic violence, dating violence, repeat violence, or
47 sexual violence;

48 (c) A landlord terminated a previous rental agreement of
49 the tenant or applicant for breaching a provision of the rental
50 agreement prohibiting the destruction or impairment of the
51 dwelling unit or the landlord's property, disturbing neighbors,
52 breach of the peace, or other provision, when such breach of the
53 agreement occurred because the tenant, applicant, or household
54 member of the tenant or applicant was a victim of domestic
55 violence, dating violence, repeat violence, or sexual violence
56 as evidenced by reports of a law enforcement agency or criminal
57 or civil court records; or

58 (d) The tenant breached a provision of a rental agreement

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59 prohibiting the destruction or impairment of the dwelling unit
60 or the landlord's property, disturbing neighbors, breach of the
61 peace, or other provision when such breach of the agreement
62 occurred because the tenant or household member of the tenant
63 was a victim of domestic violence, dating violence, repeat
64 violence, or sexual violence as evidenced by reports of a law
65 enforcement agency or criminal or civil court records.

66 (3) PROCEDURE FOR EARLY TERMINATION OF A RENTAL AGREEMENT.—
67 A tenant who is or who has a household member who is a victim of
68 domestic violence, dating violence, repeat violence, or sexual
69 violence may terminate his or her rental agreement for a
70 dwelling unit before the date specified in the agreement by
71 providing the landlord with:

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

75 (b)1. A copy of the final injunction for protection against
76 domestic violence, repeat violence, sexual violence, or dating
77 violence;

78 2. The report of a law enforcement agency documenting the
79 incident of domestic violence, dating violence, repeat violence,
80 or sexual violence which occurred within 60 days before the date
81 that the notice of termination is provided to the landlord; or

82 3. An order of "no contact" entered by a court in a
83 criminal case in which the defendant was charged with a crime
84 relating to domestic violence, dating violence, repeat violence,
85 or sexual violence against the tenant or household member of the
86 tenant.

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

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88 (a) A tenant who terminates his or her rental agreement
89 pursuant to subsection (3) is not liable to the landlord for any
90 damages or charges except:

91 1. Liquidated damages not to exceed an amount equal to the
92 rent for the remainder of the month in which the rental
93 agreement is terminated, plus 1 additional month of rent. A
94 tenant must pay the liquidated damages to the landlord on or
95 before the date that the tenancy is terminated in order to be
96 relieved from the obligation to pay the amounts provided in s.
97 83.595.

98 2. Unpaid rent owed and other accrued charges owed to the
99 landlord before the termination of the rental agreement.

100 3. Charges for damages to the dwelling unit.

101 (b) A tenant who terminates his or her rental agreement 14
102 days or more before the beginning of the rental period is not
103 liable for the rent for the remainder of the rental agreement,
104 liquidated damages, or other charges for early termination.

105 (c) A cotenant to a rental agreement remains bound by the
106 agreement after a tenant terminates his or her rental agreement
107 with the landlord pursuant to subsection (3).

108 (5) OBLIGATION OF A LANDLORD TO CHANGE LOCKS.—

109 (a) A landlord shall change the locks to a tenant's
110 dwelling unit or give the tenant permission to change the locks
111 within 72 hours after a request if:

112 1. The request is made in writing;

113 2. The tenant provides the landlord with evidence that the
114 tenant or household member of the tenant is a victim of domestic
115 violence, dating violence, repeat violence, or sexual violence
116 in the form of a report of a law enforcement agency or criminal

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117 or civil court records; and

118 3. The perpetrator is not a tenant in the same dwelling
119 unit as the victim.

120 (b) A landlord shall change the locks to a tenant's
121 dwelling unit or give the tenant permission to change the locks
122 within 48 hours after a request if:

123 1. The request is made in writing;

124 2 The tenant provides the landlord with a copy of a civil
125 or criminal court order excluding the tenant who is the
126 perpetrator from the dwelling unit; and

127 3. The perpetrator is a tenant in the same dwelling unit as
128 the victim.

129 (c) The tenant shall bear the cost of changing the locks.

130 (d) A tenant who changes a lock pursuant to this subsection
131 shall provide the landlord with a key to the lock within 48
132 hours after changing the lock.

133 (6) COURT ORDERS AFFECTING ACCESS TO A DWELLING UNIT.—

134 (a) A landlord who is provided with a civil or criminal
135 court order excluding a tenant from a dwelling unit based on
136 domestic violence, dating violence, repeat violence, or sexual
137 violence may not provide the excluded tenant with access to the
138 dwelling unit or to personal property within the dwelling unit.

139 (b) A landlord may grant an excluded tenant access to a
140 dwelling unit if the excluded tenant provides to the landlord a
141 court order authorizing the excluded tenant to return to the
142 dwelling unit for purposes of retrieving personal property.

143 (c) A landlord is not liable for damages resulting from
144 actions in conformity with this subsection.

145 (7) WAIVER OF RIGHTS NOT PERMITTED.—The provisions of this

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146 section may not be waived or modified by agreement.

147 Section 2. This act shall take effect July 1, 2009, and
148 applies to rental agreements executed on or after that date.