

By the Committee on Criminal Justice; and Senators Rich and Altman

591-04080-09

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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 (2) VICTIM PROTECTION DURING APPLICATION FOR A RENTAL
37 HOUSING UNIT.-

38 (a) A landlord may not refuse to enter into a rental
39 agreement for a dwelling unit solely because the applicant or a
40 household member of the applicant is a victim of domestic
41 violence, dating violence, repeat violence, or sexual violence,
42 if the applicant provides the landlord at the time of
43 application for rental housing a certification from a domestic
44 violence center certified under chapter 39, issued within 30
45 days before the date of the application for rental housing. The
46 certification shall include:

47 1. Confirmation that the applicant or the household member
48 of the applicant received services from the domestic violence
49 center; and

50 2. One of the following:

51 a. A certified copy of a police report documenting the
52 incident of domestic violence, dating violence, repeat violence
53 or sexual violence against the applicant or a household member
54 of the applicant;

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

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59 household member of the applicant;

60 c. A certified copy of a final injunction for protection
61 against domestic violence, dating violence, repeat violence, or
62 sexual violence issued to the applicant or a household member of
63 the applicant.

64 (b) A landlord may not refuse to enter into a rental
65 agreement for a dwelling unit solely because the applicant
66 previously terminated a rental agreement due to domestic
67 violence, dating violence, repeat violence, or sexual violence,
68 as provided in subsection (3). The applicant shall provide to
69 the landlord a copy of the final injunction for protection or
70 criminal no contact order that was used as a basis for the
71 previous lease termination.

72 (c) As a condition for approval of applicant and continued
73 tenancy, landlord has the right to exclude without cause from
74 the community and applicant's dwelling unit the person or
75 persons who are the perpetrators of domestic violence, dating
76 violence, repeat violence, or sexual violence named in the
77 police report or no contact order, or who are the respondents in
78 the final injunction for protection against domestic violence,
79 dating violence, repeat violence, or sexual violence.

80 (d) This section does not limit the landlord's right to
81 otherwise terminate the rental agreement for the failure to
82 comply with this chapter or refuse to enter into a rental
83 agreement if the applicant does not meet the landlord's
84 creditworthiness criteria or criminal background criteria.

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

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88 violence may terminate his or her rental agreement for a
89 dwelling unit before the date specified in the agreement by
90 providing the landlord with:

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

94 (b)1. A certified copy of a final injunction for protection
95 against domestic violence, dating violence, repeat violence, or
96 sexual violence issued to the tenant or a household member of
97 the tenant; or

98 2. A certified copy of an order of "no contact" entered by
99 a court in a criminal case in which the defendant was charged
100 with a crime relating to domestic violence, dating violence,
101 repeat violence, or sexual violence against the tenant or
102 household member of the tenant.

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

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

106 1. Liquidated damages in an amount equal to one month's
107 rent.

108 2. Unpaid rent and other accrued charges through the end of
109 the month in which the landlord takes possession of the dwelling
110 unit.

111 3. Any rental agreement concessions provided by the
112 landlord.

113 4. Charges for damages to the dwelling unit.

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

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117 at the landlord's option, terminate the rental agreement for any
118 cotenant who is the perpetrator of domestic violence, dating
119 violence, repeat violence, or sexual violence named in the final
120 injunction for protection or no contact order, notwithstanding
121 any provision of this part to the contrary requiring certain
122 grounds for termination of a tenancy or for eviction.

123 (5) ACCESS TO A DWELLING UNIT.—A tenant who has obtained an
124 order from a court which grants a tenant possession of the
125 dwelling unit to the exclusion of one or more cotenants,
126 prohibits one or more cotenants from contact with the tenant or
127 a household member of the tenant, or prohibits a person who is
128 not a cotenant from contact with the tenant or a household
129 member of the tenant, may provide the landlord with a copy of
130 that court order and require that the landlord install new locks
131 on all exterior doors of the dwelling unit at the tenant's
132 expense within 72 hours after written notice or permit the
133 tenant to install new locks, if the tenant's installation of the
134 new locks does no permanent damage to any part of the dwelling
135 unit and the tenant provides a duplicate copy of all keys to the
136 landlord.

137 (6) LIMITATION OF LANDLORD'S LIABILITY.—A landlord is not
138 liable for damages or injury arising from the landlord's
139 compliance or good faith attempt to comply with this section.

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

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