

By Senator Rich

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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  
4           from refusing to enter into a rental agreement with a  
5           person for a dwelling unit because the person is a  
6           victim of domestic violence, dating violence, repeat  
7           violence, or sexual violence; prohibiting a landlord  
8           from refusing to enter into a rental agreement with a  
9           victim of domestic violence, dating violence, repeat  
10          violence, or sexual violence because the person  
11          previously terminated a rental agreement or had a  
12          rental agreement terminated as the result of domestic  
13          violence, dating violence, repeat violence, or sexual  
14          violence; providing procedures and authorizing  
15          liquidated damages for early termination of a lease by  
16          a victim of domestic violence, dating violence, repeat  
17          violence, or sexual violence; requiring a landlord to  
18          change or authorize a tenant to change the locks on  
19          the tenant's dwelling unit under certain  
20          circumstances; preserving a landlord's right to  
21          exclude certain persons from the landlord's property  
22          or to terminate or refuse to enter into a rental  
23          agreement with a person based on the person's  
24          creditworthiness or criminal history; providing a  
25          landlord with immunity for certain actions;  
26          prohibiting waiver of certain statutory rights;  
27          providing for application; providing an effective  
28          date.  
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30 Be It Enacted by the Legislature of the State of Florida:

31  
32 Section 1. Section 83.683, Florida Statutes, is created to  
33 read:

34 83.683 Protection of victims of domestic violence, dating  
35 violence, repeat violence, or sexual violence.-

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

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

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

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

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

45 (2) VICTIM PROTECTION DURING APPLICATION FOR A RENTAL  
46 HOUSING UNIT AND DURING TENANCY.-A landlord may not refuse to  
47 enter into a rental agreement for a dwelling unit solely because  
48 the applicant or a household member of the applicant is a victim  
49 of domestic violence, dating violence, repeat violence, or  
50 sexual violence, if the applicant provides the landlord at the  
51 time of application for rental housing with:

52 (a) A written confirmation from a domestic violence center  
53 certified under chapter 39, or a rape crisis center as defined  
54 in s. 794.055, issued within 30 days before the date of the  
55 application for rental housing which states that the applicant  
56 is a victim of domestic violence, dating violence, repeat  
57 violence, or sexual violence;

58 (b) A certified copy of a police report documenting an

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59 incident of domestic violence, dating violence, repeat violence,  
60 or sexual violence against the applicant or a household member  
61 of the applicant;

62 (c) A certified copy of an order of no contact or a  
63 criminal conviction entered by a court in a criminal case in  
64 which the defendant was charged with a crime relating to  
65 domestic violence, dating violence, repeat violence, or sexual  
66 violence against the applicant or a household member of the  
67 applicant; or

68 (d) A certified copy of a final injunction for protection  
69 against domestic violence, dating violence, repeat violence, or  
70 sexual violence issued to the applicant or a household member of  
71 the applicant.

72 (3) ADDITIONAL VICTIM PROTECTIONS.—

73 (a) A landlord may not refuse to enter into a rental  
74 agreement for a dwelling unit solely because the applicant  
75 previously terminated a rental agreement due to domestic  
76 violence, dating violence, repeat violence, or sexual violence,  
77 as provided in subsection (4), if the applicant provides the  
78 landlord with a copy of the court document that was used as the  
79 basis for the previous lease termination.

80 (b) A landlord may not refuse to enter into a rental  
81 agreement solely because a landlord terminated a previous rental  
82 agreement of the applicant for breaching a provision of the  
83 rental agreement, if such breach of the agreement occurred  
84 because the applicant or a household member of the applicant was  
85 a victim of domestic violence, dating violence, repeat violence,  
86 or sexual violence as evidenced by reports of a law enforcement  
87 agency or criminal or civil court records.

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88 (c) A landlord may not terminate a rental agreement solely  
89 because a tenant or a household member of the tenant breached a  
90 provision of the rental agreement, if such breach of the  
91 agreement occurred because the tenant or a household member of  
92 the tenant was a victim of domestic violence, dating violence,  
93 repeat violence, or sexual violence as evidenced by reports of a  
94 law enforcement agency or criminal or civil court records.

95 (4) PROCEDURE FOR EARLY TERMINATION OF A RENTAL AGREEMENT.—  
96 A tenant who is or who has a household member who is a victim of  
97 domestic violence, dating violence, repeat violence, or sexual  
98 violence may terminate his or her rental agreement for a  
99 dwelling unit before the date specified in the agreement by  
100 providing the landlord with:

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

104 (b)1. A certified copy of a final injunction for protection  
105 against domestic violence, dating violence, repeat violence, or  
106 sexual violence issued to the tenant or a household member of  
107 the tenant; or

108 2. A certified copy of an order of no contact or a criminal  
109 conviction entered by a court in a criminal case in which the  
110 defendant was charged with a crime relating to domestic  
111 violence, dating violence, repeat violence, or sexual violence  
112 against the tenant or a household member of the tenant.

113 (5) DAMAGES FOR EARLY TERMINATION OF A RENTAL AGREEMENT.—

114 (a) A tenant who terminates his or her rental agreement  
115 pursuant to subsection (4) is liable to the landlord for:

116 1. Liquidated damages in an amount equal to 1 month's rent

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117 or that portion of 1 month's rent which the tenant would be  
118 liable for if the tenant is a cotenant under the rental  
119 agreement;

120 2. Unpaid rent and other accrued charges through the end of  
121 the month in which the landlord takes possession of the dwelling  
122 unit;

123 3. Any rental agreement concessions provided by the  
124 landlord; and

125 4. Charges for damages to the dwelling unit.

126 (b) A cotenant or cotenants to a rental agreement remain  
127 bound by the agreement after a tenant terminates his or her  
128 rental agreement pursuant to subsection (4). The landlord may  
129 terminate the rental agreement for any cotenant who is the  
130 perpetrator of domestic violence, dating violence, repeat  
131 violence, or sexual violence and named in the final injunction  
132 for protection, no contact order, or criminal conviction,  
133 notwithstanding any provision of this part to the contrary  
134 requiring certain grounds for termination of a tenancy or for  
135 eviction.

136 (6) ACCESS TO A DWELLING UNIT.—

137 (a) A landlord shall change the locks on all exterior doors  
138 of a dwelling unit within 72 hours after a request by a tenant,  
139 or permit the tenant to install new locks, if:

140 1. The tenant provides the landlord with a copy of a court  
141 order that grants the tenant possession of the dwelling unit to  
142 the exclusion of one or more cotenants, prohibits one or more  
143 cotenants from contact with the tenant or a household member of  
144 the tenant, or prohibits a person who is not a cotenant from  
145 contact with the tenant or a household member of the tenant;

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146       2. The tenant agrees to bear the expense of changing the  
147 locks; and

148       3. Changing the locks will not permanently damage the  
149 dwelling unit.

150       (b) A landlord who permits a tenant to replace a lock may  
151 require the tenant to provide the landlord with a copy of the  
152 key to the lock.

153       (7) LANDLORD RIGHTS PRESERVED.—This section does not  
154 restrict the right of a landlord to:

155       (a) Exclude without cause from the landlord's property or a  
156 tenant's dwelling unit a person or persons identified as  
157 perpetrators of domestic violence, dating violence, repeat  
158 violence, or sexual violence in a police report, no contact  
159 order, or a final injunction for protection against domestic  
160 violence, dating violence, repeat violence, or sexual violence;

161       (b) Terminate a rental agreement for a tenant's failure to  
162 comply with this chapter; or

163       (c) Refuse to enter into a rental agreement based on a  
164 person's creditworthiness or criminal history.

165       (8) LIMITATION OF LANDLORD'S LIABILITY.—A landlord is not  
166 liable for damages for injuries arising from the landlord's  
167 attempt to comply with this section in good faith.

168       (9) WAIVER OF RIGHTS NOT PERMITTED.—The protections for  
169 victims provided by this section may not be waived or modified  
170 by agreement.

171       Section 2. This act shall take effect July 1, 2010, and  
172 applies to rental agreements executed or renewed on or after  
173 that date.