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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
01/25/2012	.	
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The Committee on Criminal Justice (Dean) recommended the following:

1 **Senate Substitute for Amendment (820280) (with title**
2 **amendment)**

3
4 Delete lines 5 - 55
5 and insert:

6 (b) In a prosecution under subsection (3), failure to
7 redeliver the property or equipment within 5 days after
8 receiving the demand for return from a courier service with
9 tracking capability or by certified mail, return receipt
10 requested receipt of, or within 5 days after delivery by the
11 courier service or return receipt from, the certified mailing of
12 the demand for return, is prima facie evidence of abandonment or



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13 refusal to redeliver the property or equipment. Notice mailed by
14 certified mail, return receipt requested, or delivery by courier
15 with tracking capability to the address given by the renter at
16 the time of rental is ~~shall be deemed~~ sufficient and equivalent
17 to notice having been received by the renter, should the notice
18 be returned undelivered.

19 (c) In a prosecution under subsection (3), failure to pay
20 any amount due which is incurred as the result of the failure to
21 redeliver property or equipment after the rental period expires,
22 and after the demand for return is made, is prima facie evidence
23 of abandonment or refusal to redeliver the property or
24 equipment. Amounts due include unpaid rental for the time period
25 during which the property or equipment was not returned and
26 include the lesser of the cost of repairing or replacing the
27 property or equipment if it has been damaged.

28 (5) DEMAND FOR RETURN.—Demand for return of overdue
29 property or equipment and for payment of amounts due may be made
30 in person, by hand delivery, ~~or~~ by certified mail, return
31 receipt requested, or by courier service with tracking
32 capability, addressed to the lessee's address shown in the
33 rental contract.

34 (6) NOTICE REQUIRED.—As a prerequisite to prosecution under
35 this section, the following statement must be contained in the
36 agreement under which the owner or person lawfully possessing
37 the property or equipment has relinquished its custody, or in an
38 addendum to that agreement, and the statement must be initialed
39 by the person hiring or leasing the rental property or
40 equipment:
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42 Failure to return rental property or equipment upon
43 expiration of the rental period and failure to pay all
44 amounts due (including costs for damage to the
45 property or equipment) are evidence of abandonment or
46 refusal to redeliver the property, punishable in
47 accordance with section 812.155, Florida Statutes.

48 (7) THIRD PARTY POSSESSION.—Possession of personal property
49 or equipment by a third party does not alleviate the lessee of
50 his or her obligation to return the personal property or
51 equipment according to the terms stated in the contract by which
52 the property or equipment was leased or rented to the lessee,
53 and is not a defense against failure to return unless the lessee
54 provides the court or property owner with documentation that
55 demonstrates that the personal property or equipment was
56 obtained without the lessee's consent.

57 (8) REPORTING VEHICLE AS STOLEN.—A lessor of a vehicle that
58 is not returned at the conclusion of the lease who satisfies the
59 requirements of this section regarding the vehicle is entitled
60 to report the vehicle as stolen to a law enforcement agency and
61 have the vehicle listed as stolen on any local or national
62 registry of such vehicles.

63
64 ===== T I T L E A M E N D M E N T =====

65 And the title is amended as follows:

66 Delete lines 61 - 91

67 and insert:

68 prosecution for failing to redeliver property or
69 equipment within a specified time after receiving the
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71 demand for return from a courier service with tracking
72 capability or by certified mail, return receipt
73 requested, or within a specified time after delivery
74 by the courier service or return receipt from the
75 certified mailing of the demand for return, is prima
76 facie evidence of abandonment or refusal to redeliver
77 the property or equipment; providing that notice
78 mailed by delivery by courier with tracking capability
79 to the address given by the renter at the time of the
80 rental is sufficient and equivalent to notice having
81 been received by the renter, if the notice is returned
82 undelivered; providing that in a prosecution for
83 failing to pay any amount due which is incurred as the
84 result of the failure to redeliver property or
85 equipment after the rental period expires, and after
86 the demand for return is made, is prima facie evidence
87 of abandonment or refusal to redeliver the property or
88 equipment; providing that a demand for return of
89 overdue property or equipment and for payment of
90 amounts due may be made by courier service with
91 tracking capability; providing that possession of
92 personal property or equipment by a third party does
93 not alleviate the lessee of his or her obligation to
94 return the personal property or equipment according to
95 the terms stated in the contract; providing an
96 exception when the personal property or equipment was
97 obtained without the lessee's consent; providing that
98 a lessor of a vehicle that is not returned at the
99 conclusion of a lease is entitled to report the



100 vehicle as stolen to a law enforcement agency and have
101 the vehicle listed as stolen on any local or national
102 registry of such vehicles;