



170142

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
02/20/2012	.	
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	.	
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The Committee on Judiciary (Flores) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Subsection (2) of section 83.42, Florida
Statutes, is amended to read:

83.42 Exclusions from application of part.—This part does
not apply to:

(2) Occupancy under a contract of sale of a dwelling unit
or the property of which it is a part in which at least one
month's rent has been paid and the buyer has paid a deposit of
at least 5 percent of the value of the property, or in which the
buyer has paid at least 12 months' rent.



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14 Section 2. Section 83.48, Florida Statutes, is amended to
15 read:

16 83.48 Attorney ~~Attorney's~~ fees.—In any civil action brought
17 to enforce the provisions of the rental agreement or this part,
18 the party in whose favor a judgment or decree has been rendered
19 may recover reasonable court costs, including, but not limited
20 to, attorney ~~attorney's~~ fees, from the nonprevailing party. The
21 right to attorney fees in this section may not be waived in a
22 lease agreement. However, attorney fees may not be awarded under
23 this section in a claim for personal injury damages based on a
24 breach of duty under s. 83.51.

25 Section 3. Subsections (2), (3), and (7) of section 83.49,
26 Florida Statutes, are amended to read:

27 83.49 Deposit money or advance rent; duty of landlord and
28 tenant.—

29 (2) The landlord shall, in the lease agreement or within 30
30 days ~~after~~ ~~of~~ receipt of advance rent or a security deposit,
31 furnish written notice to ~~notify~~ the tenant which includes
32 disclosure of in writing of the manner in which the landlord is
33 ~~holding~~ the advance rent or security deposit ~~and the rate of~~
34 ~~interest, if any, which the tenant is to receive and the time of~~
35 ~~interest payments to the tenant. Such written notice shall:~~

36 ~~(a) Be given in person or by mail to the tenant.~~

37 ~~(b) State the name and address of the depository where the~~
38 ~~advance rent or security deposit is being held, whether the~~
39 ~~advance rent or security deposit is being held in a separate~~
40 ~~account for the benefit of the tenant or is commingled with~~
41 ~~other funds of the landlord, and, if commingled, whether such~~
42 ~~funds are deposited in an interest-bearing account in a Florida~~



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43 ~~banking institution.~~

44 ~~(c) Include a copy of the provisions of subsection (3).~~

45

46 Subsequent to providing such notice, if the landlord changes the
47 manner or location in which he or she is holding the advance
48 rent or security deposit, he or she shall notify the tenant
49 within 30 days after ~~of~~ the change according to the provisions
50 of paragraphs (a)-(d) herein set forth. The landlord is not
51 required to give a new notice or an additional notice solely
52 because the depository has merged with another financial
53 institution, changed its name, or transferred ownership to a
54 different financial institution. This subsection does not apply
55 to any landlord who rents fewer than five individual dwelling
56 units. Failure to provide this notice is shall not be a defense
57 to the payment of rent when due. Such written notice must:

58 (a) Be given in person or by mail to the tenant;

59 (b) State the name and address of the depository where the
60 advance rent or security deposit is being held, or state that
61 the landlord has posted a surety bond as provided by law;

62 (c) State whether the tenant is entitled to interest on the
63 deposit; and

64 (d) Include the following disclosure:

65

66 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
67 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S
68 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
69 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS
70 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING
71 YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,



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72 WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
73 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU
74 DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO
75 THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
76 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM
77 AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF
78 YOU TIMELY OBJECT, THE LANDLORD MUST HOLD THE DEPOSIT
79 AND EITHER YOU OR THE LANDLORD WILL HAVE TO FILE A
80 LAWSUIT SO THAT THE COURT CAN RESOLVE THE DISPUTE.

81
82 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE
83 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A
84 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY
85 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE
86 DEPOSIT BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A
87 REFUND.

88
89 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE
90 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE
91 FAVOR A JUDGMENT HAS BEEN RENDERED WILL BE AWARDED
92 COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

93
94 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
95 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
96 RIGHTS AND OBLIGATIONS.

97
98 (3) The landlord may disburse advance rents from the
99 deposit account to the landlord's benefit when the advance
100 rental period commences and without notice to the tenant. For



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101 all other deposits:

102 (a) Upon the vacating of the premises for termination of
103 the lease, if the landlord does not intend to impose a claim on
104 the security deposit, the landlord shall have 15 days to return
105 the security deposit together with interest if otherwise
106 required, or the landlord shall have 30 days to give the tenant
107 written notice by certified mail to the tenant's last known
108 mailing address of his or her intention to impose a claim on the
109 deposit and the reason for imposing the claim. The notice shall
110 contain a statement in substantially the following form:

111
112 This is a notice of my intention to impose a claim for
113 damages in the amount of upon your security deposit, due to
114 It is sent to you as required by s. 83.49(3), Florida
115 Statutes. You are hereby notified that you must object in
116 writing to this deduction from your security deposit within 15
117 days from the time you receive this notice or I will be
118 authorized to deduct my claim from your security deposit. Your
119 objection must be sent to ...(landlord's address)....

120
121 If the landlord fails to give the required notice within the 30-
122 day period, he or she forfeits the right to impose a claim upon
123 the security deposit and may not seek a setoff against the
124 deposit but may file an action for damages after return of the
125 deposit.

126 (b) Unless the tenant objects to the imposition of the
127 landlord's claim or the amount thereof within 15 days after
128 receipt of the landlord's notice of intention to impose a claim,
129 the landlord may then deduct the amount of his or her claim and



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130 shall remit the balance of the deposit to the tenant within 30
131 days after the date of the notice of intention to impose a claim
132 for damages. The failure of the tenant to make a timely
133 objection does not waive any rights of the tenant to seek
134 damages in a separate action.

135 (c) If either party institutes an action in a court of
136 competent jurisdiction to adjudicate the party's right to the
137 security deposit, the prevailing party is entitled to receive
138 his or her court costs plus a reasonable fee for his or her
139 attorney. The court shall advance the cause on the calendar.

140 (d) Compliance with this section by an individual or
141 business entity authorized to conduct business in this state,
142 including Florida-licensed real estate brokers and sales
143 associates, constitutes ~~shall constitute~~ compliance with all
144 other relevant Florida Statutes pertaining to security deposits
145 held pursuant to a rental agreement or other landlord-tenant
146 relationship. Enforcement personnel shall look solely to this
147 section to determine compliance. This section prevails over any
148 conflicting provisions in chapter 475 and in other sections of
149 the Florida Statutes, and shall operate to permit licensed real
150 estate brokers to disburse security deposits and deposit money
151 without having to comply with the notice and settlement
152 procedures contained in s. 475.25(1)(d).

153 (7) Upon the sale or transfer of title of the rental
154 property from one owner to another, or upon a change in the
155 designated rental agent, any and all security deposits or
156 advance rents being held for the benefit of the tenants shall be
157 transferred to the new owner or agent, together with any earned
158 interest and with an accurate accounting showing the amounts to



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159 be credited to each tenant account. Upon the transfer of such
160 funds and records to the new owner or agent as stated herein,
161 and upon transmittal of a written receipt therefor, the
162 transferor is ~~shall be~~ free from the obligation imposed in
163 subsection (1) to hold such moneys on behalf of the tenant.
164 There is a rebuttable presumption that any new owner or agent
165 received the security deposits from the previous owner or agent;
166 however, the limit of this presumption is one month's rent. This
167 subsection does not ~~However, nothing herein shall~~ excuse the
168 landlord or agent for a violation of other ~~the~~ provisions of
169 this section while in possession of such deposits.

170 Section 4. The Legislature recognizes that landlords may
171 have stocks of preprinted lease forms that contain disclosures
172 compliant with current law. Accordingly, changes to the
173 disclosure required of a landlord and made by amendments to s.
174 83.49, Florida Statutes, in this act, are conditional for leases
175 entered into between July 1, 2012, and December 31, 2012. During
176 that period, the landlord may elect to give notice required by
177 former s. 83.49, Florida Statutes, or the disclosure required
178 under this act. The disclosure required by this act is required
179 for all leases entered into on or after January 1, 2013.

180 Section 5. Section 83.50, Florida Statutes, is amended to
181 read:

182 83.50 Disclosure of landlord's address.—

183 ~~(1)~~ In addition to other disclosures required by law, the
184 landlord, or a person authorized to enter into a rental
185 agreement on the landlord's behalf, shall disclose in writing to
186 the tenant, at or before the commencement of the tenancy, the
187 name and address of the landlord or a person authorized to



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188 receive notices and demands in the landlord's behalf. The person
189 so authorized to receive notices and demands retains authority
190 until the tenant is notified otherwise. All notices of such
191 names and addresses or changes thereto shall be delivered to the
192 tenant's residence or, if specified in writing by the tenant, to
193 any other address.

194 ~~(2) The landlord or the landlord's authorized~~
195 ~~representative, upon completion of construction of a building~~
196 ~~exceeding three stories in height and containing dwelling units,~~
197 ~~shall disclose to the tenants initially moving into the building~~
198 ~~the availability or lack of availability of fire protection.~~

199 Section 6. Subsection (1) and paragraph (a) of subsection
200 (2) of section 83.51, Florida Statutes, are amended to read:

201 83.51 Landlord's obligation to maintain premises.—

202 (1) The landlord at all times during the tenancy shall:

203 (a) Comply with the requirements of applicable building,
204 housing, and health codes; or

205 (b) Where there are no applicable building, housing, or
206 health codes, maintain the roofs, windows, ~~screens,~~ doors,
207 floors, steps, porches, exterior walls, foundations, and all
208 other structural components in good repair and capable of
209 resisting normal forces and loads and the plumbing in reasonable
210 working condition. ~~However,~~ The landlord is ~~shall~~ not ~~be~~
211 required to maintain a mobile home or other structure owned by
212 the tenant.

213
214 The landlord's obligations under this subsection may be altered
215 or modified in writing with respect to a single-family home or
216 duplex.



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217 (2) (a) Unless otherwise agreed in writing, in addition to
218 the requirements of subsection (1), the landlord of a dwelling
219 unit other than a single-family home or duplex shall, at all
220 times during the tenancy, make reasonable provisions for:

221 1. The extermination of rats, mice, roaches, ants, wood-
222 destroying organisms, and bedbugs. When vacation of the premises
223 is required for such extermination, the landlord is ~~shall~~ not be
224 liable for damages but shall abate the rent. The tenant must
225 ~~shall be required to~~ temporarily vacate the premises for a
226 period of time not to exceed 4 days, on 7 days' written notice,
227 if necessary, for extermination pursuant to this subparagraph.

228 2. Locks and keys.

229 3. The clean and safe condition of common areas.

230 4. Garbage removal and outside receptacles therefor.

231 5. Functioning facilities for heat during winter, running
232 water, and hot water.

233 Section 7. Subsections (2) through (5) of section 83.56,
234 Florida Statutes, are amended to read:

235 83.56 Termination of rental agreement.—

236 (2) If the tenant materially fails to comply with s. 83.52
237 or material provisions of the rental agreement, other than a
238 failure to pay rent, or reasonable rules or regulations, the
239 landlord may:

240 (a) If such noncompliance is of a nature that the tenant
241 should not be given an opportunity to cure it or if the
242 noncompliance constitutes a subsequent or continuing
243 noncompliance within 12 months of a written warning by the
244 landlord of a similar violation, deliver a written notice to the
245 tenant specifying the noncompliance and the landlord's intent to



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246 terminate the rental agreement by reason thereof. Examples of
247 noncompliance which are of a nature that the tenant should not
248 be given an opportunity to cure include, but are not limited to,
249 destruction, damage, or misuse of the landlord's or other
250 tenants' property by intentional act or a subsequent or
251 continued unreasonable disturbance. In such event, the landlord
252 may terminate the rental agreement, and the tenant shall have 7
253 days from the date that the notice is delivered to vacate the
254 premises. The notice shall be ~~adequate if it is~~ in substantially
255 the following form:

256
257 You are advised that your lease is terminated effective
258 immediately. You shall have 7 days from the delivery of this
259 letter to vacate the premises. This action is taken because
260 ... (cite the noncompliance)

261
262 (b) If such noncompliance is of a nature that the tenant
263 should be given an opportunity to cure it, deliver a written
264 notice to the tenant specifying the noncompliance, including a
265 notice that, if the noncompliance is not corrected within 7 days
266 from the date the written notice is delivered, the landlord
267 shall terminate the rental agreement by reason thereof. Examples
268 of such noncompliance include, but are not limited to,
269 activities in contravention of the lease or this part ~~act~~ such
270 as having or permitting unauthorized pets, guests, or vehicles;
271 parking in an unauthorized manner or permitting such parking; or
272 failing to keep the premises clean and sanitary. If there is a
273 noncompliance within 12 months after notice, an eviction action
274 may commence without the necessity of delivering a subsequent



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275 notice pursuant to paragraph (a) or this paragraph. The notice
276 shall be ~~adequate if it is~~ in substantially the following form:

277
278 You are hereby notified that ...(cite the
279 noncompliance).... Demand is hereby made that you remedy the
280 noncompliance within 7 days of receipt of this notice or your
281 lease shall be deemed terminated and you shall vacate the
282 premises upon such termination. If this same conduct or conduct
283 of a similar nature is repeated within 12 months, your tenancy
284 is subject to termination without further warning and without
285 your being given an opportunity to cure the noncompliance.

286
287 (3) If the tenant fails to pay rent when due and the
288 default continues for 3 days, excluding Saturday, Sunday, and
289 legal holidays, after delivery of written demand by the landlord
290 for payment of the rent or possession of the premises, the
291 landlord may terminate the rental agreement. Legal holidays for
292 the purpose of this section shall be court-observed holidays
293 only. The total amount claimed may include all moneys owed to
294 the landlord through the date of the notice, including, but not
295 limited to, late fees. The 3-day notice shall contain a
296 statement in substantially the following form:

297
298 You are hereby notified that you are indebted to me in the
299 sum of dollars for the rent and use of the premises
300 ...(address of leased premises, including county)..., Florida,
301 now occupied by you and that I demand payment of the rent or
302 possession of the premises within 3 days (excluding Saturday,
303 Sunday, and legal holidays) from the date of delivery of this



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304 notice, to wit: on or before the day of, ...(year)....
305 ...(landlord's name, address and phone number)...

307 (4) The delivery of the written notices required by
308 subsections (1), (2), and (3) shall be by mailing or delivery of
309 a true copy thereof or, if the tenant is absent from the
310 premises, by leaving a copy thereof at the residence. The notice
311 requirements of subsections (1), (2), and (3) may not be waived
312 in the lease.

313 (5) (a) If the landlord accepts rent with actual knowledge
314 of a noncompliance by the tenant or accepts performance by the
315 tenant of any other provision of the rental agreement that is at
316 variance with its provisions, or if the tenant pays rent with
317 actual knowledge of a noncompliance by the landlord or accepts
318 performance by the landlord of any other provision of the rental
319 agreement that is at variance with its provisions, the landlord
320 or tenant waives his or her right to terminate the rental
321 agreement or to bring a civil action for that noncompliance, but
322 not for any subsequent or continuing noncompliance. However, a
323 landlord does not waive the right to terminate the rental
324 agreement or to bring a civil action for that noncompliance by
325 accepting partial rent for the period if the landlord notifies
326 the tenant that the landlord is reserving the right to enforce
327 the rental agreement.

328 (b) Any tenant who wishes to defend against an action by
329 the landlord for possession of the unit for noncompliance of the
330 rental agreement or of relevant statutes must ~~shall~~ comply with
331 ~~the provisions in~~ s. 83.60(2). The court may not set a date for
332 mediation or trial unless the provisions of s. 83.60(2) have



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333 been met, but must ~~shall~~ enter a default judgment for removal of
334 the tenant with a writ of possession to issue immediately if the
335 tenant fails to comply with s. 83.60(2).

336 (c) This subsection does not apply to that portion of rent
337 subsidies received from a local, state, or national government
338 or an agency of local, state, or national government; however,
339 waiver will occur if an action has not been instituted within 45
340 days after the landlord obtains actual knowledge of the
341 noncompliance.

342 Section 8. Section 83.575, Florida Statutes, is amended to
343 read:

344 83.575 Termination of tenancy with specific duration.—

345 (1) A rental agreement with a specific duration may contain
346 a provision requiring the tenant to notify the landlord before
347 vacating the premises at the end of the rental agreement if the
348 provision also requires that the landlord notify the tenant if
349 the rental agreement will not be renewed on the same terms;
350 however, a rental agreement may not require more than 60 days'
351 notice from either the tenant or the landlord before vacating
352 the premises.

353 (2) A rental agreement with a specific duration may provide
354 that if a tenant fails to give the required notice before
355 vacating the premises at the end of the rental agreement, the
356 tenant may be liable for liquidated damages as specified in the
357 rental agreement if the landlord provides written notice to the
358 tenant specifying the tenant's obligations under the
359 notification provision contained in the lease and the date the
360 rental agreement is terminated. The landlord must provide such
361 written notice to the tenant within 15 days before the start of



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362 the notification period contained in the lease. The written
363 notice shall list all fees, penalties, and other charges
364 applicable to the tenant under this subsection.

365 (3) If the tenant remains on the premises with the
366 permission of the landlord after the rental agreement has
367 terminated and fails to give notice required under s. 83.57(3),
368 the tenant is liable to the landlord for an additional 1 month's
369 rent.

370 Section 9. Section 83.58, Florida Statutes, is amended to
371 read:

372 83.58 Remedies; tenant holding over.—If the tenant holds
373 over and continues in possession of the dwelling unit or any
374 part thereof after the expiration of the rental agreement
375 without the permission of the landlord, the landlord may recover
376 possession of the dwelling unit in the manner provided for in s.
377 83.59 ~~[F.S. 1973]~~. The landlord may also recover double the
378 amount of rent due on the dwelling unit, or any part thereof,
379 for the period during which the tenant refuses to surrender
380 possession.

381 Section 10. Subsection (2) of section 83.59, Florida
382 Statutes, is amended to read:

383 83.59 Right of action for possession.—

384 (2) A landlord, the landlord's attorney, or the landlord's
385 agent, applying for the removal of a tenant, shall file in the
386 county court of the county where the premises are situated a
387 complaint describing the dwelling unit and stating the facts
388 that authorize its recovery. A landlord's agent is not permitted
389 to take any action other than the initial filing of the
390 complaint, unless the landlord's agent is an attorney. The



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391 landlord is entitled to the summary procedure provided in s.
392 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
393 calendar.

394 Section 11. Section 83.60, Florida Statutes, is amended to
395 read:

396 83.60 Defenses to action for rent or possession;
397 procedure.-

398 (1) (a) In an action by the landlord for possession of a
399 dwelling unit based upon nonpayment of rent or in an action by
400 the landlord under s. 83.55 seeking to recover unpaid rent, the
401 tenant may defend upon the ground of a material noncompliance
402 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
403 whether legal or equitable, that he or she may have, including
404 the defense of retaliatory conduct in accordance with s. 83.64.
405 The landlord must be given an opportunity to cure a deficiency
406 in a notice or in the pleadings prior to dismissal of the
407 action.

408 (b) The defense of a material noncompliance with s.
409 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
410 elapsed after the delivery of written notice by the tenant to
411 the landlord, specifying the noncompliance and indicating the
412 intention of the tenant not to pay rent by reason thereof. Such
413 notice by the tenant may be given to the landlord, the
414 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
415 a resident manager, or the person or entity who collects the
416 rent on behalf of the landlord. A material noncompliance with s.
417 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
418 action for possession based upon nonpayment of rent, and, upon
419 hearing, the court or the jury, as the case may be, shall



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420 determine the amount, if any, by which the rent is to be reduced
421 to reflect the diminution in value of the dwelling unit during
422 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
423 consideration of all other relevant issues, the court shall
424 enter appropriate judgment.

425 (2) In an action by the landlord for possession of a
426 dwelling unit, if the tenant interposes any defense other than
427 payment, including, but not limited to, the defense of a
428 defective 3-day notice, the tenant shall pay into the registry
429 of the court the accrued rent as alleged in the complaint or as
430 determined by the court and the rent that ~~which~~ accrues during
431 the pendency of the proceeding, when due. The clerk shall notify
432 the tenant of such requirement in the summons. Failure of the
433 tenant to pay the rent into the registry of the court or to file
434 a motion to determine the amount of rent to be paid into the
435 registry within 5 days, excluding Saturdays, Sundays, and legal
436 holidays, after the date of service of process constitutes an
437 absolute waiver of the tenant's defenses other than payment, and
438 the landlord is entitled to an immediate default judgment for
439 removal of the tenant with a writ of possession to issue without
440 further notice or hearing thereon. If ~~In the event~~ a motion to
441 determine rent is filed, documentation in support of the
442 allegation that the rent as alleged in the complaint is in error
443 is required. Public housing tenants or tenants receiving rent
444 subsidies are ~~shall be~~ required to deposit only that portion of
445 the full rent for which they are ~~the tenant is~~ responsible
446 pursuant to the federal, state, or local program in which they
447 are participating.

448 Section 12. Subsection (1) of section 83.62, Florida



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449 Statutes, is amended to read:

450 83.62 Restoration of possession to landlord.—

451 (1) In an action for possession, after entry of judgment in
452 favor of the landlord, the clerk shall issue a writ to the
453 sheriff describing the premises and commanding the sheriff to
454 put the landlord in possession after 24 hours' notice
455 conspicuously posted on the premises. Weekends and legal
456 holidays do not stay the 24-hour notice period.

457 Section 13. Section 83.63, Florida Statutes, is amended to
458 read:

459 83.63 Casualty damage.—If the premises are damaged or
460 destroyed other than by the wrongful or negligent acts of the
461 tenant so that the enjoyment of the premises is substantially
462 impaired, the tenant may terminate the rental agreement and
463 immediately vacate the premises. The tenant may vacate the part
464 of the premises rendered unusable by the casualty, in which case
465 the tenant's liability for rent shall be reduced by the fair
466 rental value of that part of the premises damaged or destroyed.
467 If the rental agreement is terminated, the landlord shall comply
468 with s. 83.49(3) ~~{F.S.—1973}~~.

469 Section 14. Subsection (1) of section 83.64, Florida
470 Statutes, is amended to read:

471 83.64 Retaliatory conduct.—

472 (1) It is unlawful for a landlord to discriminatorily
473 increase a tenant's rent or decrease services to a tenant, or to
474 bring or threaten to bring an action for possession or other
475 civil action, primarily because the landlord is retaliating
476 against the tenant. In order for the tenant to raise the defense
477 of retaliatory conduct, the tenant must have acted in good



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478 faith. Examples of conduct for which the landlord may not
479 retaliate include, but are not limited to, situations where:

480 (a) The tenant has complained to a governmental agency
481 charged with responsibility for enforcement of a building,
482 housing, or health code of a suspected violation applicable to
483 the premises;

484 (b) The tenant has organized, encouraged, or participated
485 in a tenants' organization;

486 (c) The tenant has complained to the landlord pursuant to
487 s. 83.56(1); ~~or~~

488 (d) The tenant is a servicemember who has terminated a
489 rental agreement pursuant to s. 83.682;

490 (e) The tenant has paid rents to a condominium,
491 cooperative, or homeowners' association after demand from the
492 association in order to pay the landlord's obligation to the
493 association; or

494 (f) The tenant has exercised his or her rights under local,
495 state, or federal fair housing laws.

496 Section 15. Subsection (1) of section 723.063, Florida
497 Statutes, is amended to read:

498 723.063 Defenses to action for rent or possession;
499 procedure.—

500 (1) (a) In any action based upon nonpayment of rent or
501 seeking to recover unpaid rent, or a portion thereof, the mobile
502 home owner may defend upon the ground of a material
503 noncompliance with any portion of this chapter or may raise any
504 other defense, whether legal or equitable, which he or she may
505 have. The mobile home park owner must be given an opportunity to
506 cure a deficiency in a notice or in the pleadings prior to



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507 dismissal of the action.

508 **(b)** The defense of material noncompliance may be raised by
509 the mobile home owner only if 7 days have elapsed after he or
510 she has notified the park owner in writing of his or her
511 intention not to pay rent, or a portion thereof, based upon the
512 park owner's noncompliance with portions of this chapter,
513 specifying in reasonable detail the provisions in default. A
514 material noncompliance with this chapter by the park owner is a
515 complete defense to an action for possession based upon
516 nonpayment of rent, or a portion thereof, and, upon hearing, the
517 court or the jury, as the case may be, shall determine the
518 amount, if any, by which the rent is to be reduced to reflect
519 the diminution in value of the lot during the period of
520 noncompliance with any portion of this chapter. After
521 consideration of all other relevant issues, the court shall
522 enter appropriate judgment.

523 Section 16. This act shall take effect July 1, 2012.

524
525 ===== T I T L E A M E N D M E N T =====

526 And the title is amended as follows:

527 Delete everything before the enacting clause
528 and insert:

529 A bill to be entitled
530 An act relating to landlords and tenants; amending s.
531 83.42, F.S.; revising exclusions from application of
532 part II of ch. 83, F.S., relating to residential
533 tenancies; amending s. 83.48, F.S.; providing that the
534 right to attorney fees may not be waived in a lease
535 agreement; providing that attorney fees may not be



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536 awarded in a claim for personal injury damages based
537 on a breach of duty of premises maintenance; amending
538 s. 83.49, F.S.; revising and providing landlord
539 disclosure requirements with respect to deposit money
540 and advance rent; providing requirements for the
541 disbursement of advance rents; providing a limited
542 rebuttable presumption of receipt of security
543 deposits; providing for certain changes to disclosure
544 requirements to be phased in; amending s. 83.50, F.S.;
545 removing certain landlord disclosure requirements
546 relating to fire protection; amending s. 83.51, F.S.;
547 revising a landlord's obligation to maintain a
548 premises with respect to screens; amending s. 83.56,
549 F.S.; revising procedures for the termination of a
550 rental agreement by a landlord; revising notice and
551 payment procedures; providing that a landlord does not
552 waive the right to terminate the rental agreement or
553 to bring a civil action for noncompliance by accepting
554 partial rent, subject to certain notice; providing
555 that the period to institute an action before an
556 exemption involving rent subsidies is waived begins
557 upon actual knowledge; amending s. 83.575, F.S.;
558 revising requirements for the termination of a tenancy
559 having a specific duration to provide for reciprocal
560 notice provisions in rental agreements; amending ss.
561 83.58 and 83.59, F.S.; conforming cross-references;
562 amending s. 83.60, F.S.; providing that a landlord
563 must be given an opportunity to cure a deficiency in
564 any notice or pleadings prior to dismissal of an



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565 eviction action; making technical changes; amending s.
566 83.62, F.S.; revising procedures for the restoration
567 of possession to a landlord to provide that weekends
568 and holidays do not stay the applicable notice period;
569 amending s. 83.63, F.S.; conforming a cross-reference;
570 amending s. 83.64, F.S.; providing examples of conduct
571 for which the landlord may not retaliate; amending s.
572 723.063, F.S.; providing that a mobile home park owner
573 must be given an opportunity to cure a deficiency in
574 any notice or pleadings prior to dismissal of an
575 eviction action; providing an effective date.