

By the Committee on Judiciary; and Senator Flores

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1 A bill to be entitled
2 An act relating to landlords and tenants; amending s.
3 83.42, F.S.; revising exclusions from application of
4 part II of ch. 83, F.S., relating to residential
5 tenancies; amending s. 83.48, F.S.; providing that the
6 right to attorney fees may not be waived in a lease
7 agreement; providing that attorney fees may not be
8 awarded in a claim for personal injury damages based
9 on a breach of duty of premises maintenance; amending
10 s. 83.49, F.S.; revising and providing landlord
11 disclosure requirements with respect to deposit money
12 and advance rent; providing requirements for the
13 disbursement of advance rents; providing a limited
14 rebuttable presumption of receipt of security
15 deposits; providing for certain changes to disclosure
16 requirements to be phased in; amending s. 83.50, F.S.;
17 removing certain landlord disclosure requirements
18 relating to fire protection; amending s. 83.51, F.S.;
19 revising a landlord's obligation to maintain a
20 premises with respect to screens; amending s. 83.56,
21 F.S.; revising procedures for the termination of a
22 rental agreement by a landlord; revising notice and
23 payment procedures; providing that a landlord does not
24 waive the right to terminate the rental agreement or
25 to bring a civil action for noncompliance by accepting
26 partial rent, subject to certain notice; providing
27 that the period to institute an action before an
28 exemption involving rent subsidies is waived begins
29 upon actual knowledge; amending s. 83.575, F.S.;

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30 revising requirements for the termination of a tenancy
31 having a specific duration to provide for reciprocal
32 notice provisions in rental agreements; amending ss.
33 83.58 and 83.59, F.S.; conforming cross-references;
34 amending s. 83.60, F.S.; providing that a landlord
35 must be given an opportunity to cure a deficiency in
36 any notice or pleadings prior to dismissal of an
37 eviction action; making technical changes; amending s.
38 83.62, F.S.; revising procedures for the restoration
39 of possession to a landlord to provide that weekends
40 and holidays do not stay the applicable notice period;
41 amending s. 83.63, F.S.; conforming a cross-reference;
42 amending s. 83.64, F.S.; providing examples of conduct
43 for which the landlord may not retaliate; amending s.
44 723.063, F.S.; providing that a mobile home park owner
45 must be given an opportunity to cure a deficiency in
46 any notice or pleadings prior to dismissal of an
47 eviction action; providing an effective date.

48
49 Be It Enacted by the Legislature of the State of Florida:

50
51 Section 1. Subsection (2) of section 83.42, Florida
52 Statutes, is amended to read:

53 83.42 Exclusions from application of part.—This part does
54 not apply to:

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

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59 buyer has paid at least 12 months' rent.

60 Section 2. Section 83.48, Florida Statutes, is amended to
61 read:

62 83.48 Attorney ~~Attorney's~~ fees.—In any civil action brought
63 to enforce the provisions of the rental agreement or this part,
64 the party in whose favor a judgment or decree has been rendered
65 may recover reasonable court costs, including, but not limited
66 to, attorney ~~attorney's~~ fees, from the nonprevailing party. The
67 right to attorney fees in this section may not be waived in a
68 lease agreement. However, attorney fees may not be awarded under
69 this section in a claim for personal injury damages based on a
70 breach of duty under s. 83.51.

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

73 83.49 Deposit money or advance rent; duty of landlord and
74 tenant.—

75 (2) The landlord shall, in the lease agreement or within 30
76 days after ~~of~~ receipt of advance rent or a security deposit,
77 furnish written notice to notify the tenant which includes
78 disclosure of in writing of the manner in which the landlord is
79 holding the advance rent or security deposit and the rate of
80 interest, if any, which the tenant is to receive and the time of
81 interest payments to the tenant. Such written notice shall:

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

83 ~~(b) State the name and address of the depository where the~~
84 ~~advance rent or security deposit is being held, whether the~~
85 ~~advance rent or security deposit is being held in a separate~~
86 ~~account for the benefit of the tenant or is commingled with~~
87 ~~other funds of the landlord, and, if commingled, whether such~~

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88 ~~funds are deposited in an interest-bearing account in a Florida~~
89 ~~banking institution.~~

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

91
92 Subsequent to providing such notice, if the landlord changes the
93 manner or location in which he or she is holding the advance
94 rent or security deposit, he or she shall notify the tenant
95 within 30 days after ~~of~~ the change according to the provisions
96 of paragraphs (a)-(d) herein set forth. The landlord is not
97 required to give a new notice or an additional notice solely
98 because the depository has merged with another financial
99 institution, changed its name, or transferred ownership to a
100 different financial institution. This subsection does not apply
101 to any landlord who rents fewer than five individual dwelling
102 units. Failure to provide this notice is shall not be a defense
103 to the payment of rent when due. Such written notice must:

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

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

108 (c) State whether the tenant is entitled to interest on the
109 deposit; and

110 (d) Include the following disclosure:

111
112 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
113 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S
114 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
115 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS
116 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING

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117 YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,
118 WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
119 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU
120 DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO
121 THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
122 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM
123 AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF
124 YOU TIMELY OBJECT, THE LANDLORD MUST HOLD THE DEPOSIT
125 AND EITHER YOU OR THE LANDLORD WILL HAVE TO FILE A
126 LAWSUIT SO THAT THE COURT CAN RESOLVE THE DISPUTE.

127
128 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE
129 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A
130 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY
131 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE
132 DEPOSIT BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A
133 REFUND.

134
135 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE
136 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE
137 FAVOR A JUDGMENT HAS BEEN RENDERED WILL BE AWARDED
138 COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

139
140 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
141 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
142 RIGHTS AND OBLIGATIONS.

143
144 (3) The landlord may disburse advance rents from the
145 deposit account to the landlord's benefit when the advance

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146 rental period commences and without notice to the tenant. For
147 all other deposits:

148 (a) Upon the vacating of the premises for termination of
149 the lease, if the landlord does not intend to impose a claim on
150 the security deposit, the landlord shall have 15 days to return
151 the security deposit together with interest if otherwise
152 required, or the landlord shall have 30 days to give the tenant
153 written notice by certified mail to the tenant's last known
154 mailing address of his or her intention to impose a claim on the
155 deposit and the reason for imposing the claim. The notice shall
156 contain a statement in substantially the following form:

157
158 This is a notice of my intention to impose a claim for
159 damages in the amount of upon your security deposit, due to
160 It is sent to you as required by s. 83.49(3), Florida
161 Statutes. You are hereby notified that you must object in
162 writing to this deduction from your security deposit within 15
163 days from the time you receive this notice or I will be
164 authorized to deduct my claim from your security deposit. Your
165 objection must be sent to ...(landlord's address)....

166
167 If the landlord fails to give the required notice within the 30-
168 day period, he or she forfeits the right to impose a claim upon
169 the security deposit and may not seek a setoff against the
170 deposit but may file an action for damages after return of the
171 deposit.

172 (b) Unless the tenant objects to the imposition of the
173 landlord's claim or the amount thereof within 15 days after
174 receipt of the landlord's notice of intention to impose a claim,

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175 the landlord may then deduct the amount of his or her claim and
176 shall remit the balance of the deposit to the tenant within 30
177 days after the date of the notice of intention to impose a claim
178 for damages. The failure of the tenant to make a timely
179 objection does not waive any rights of the tenant to seek
180 damages in a separate action.

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

186 (d) Compliance with this section by an individual or
187 business entity authorized to conduct business in this state,
188 including Florida-licensed real estate brokers and sales
189 associates, constitutes ~~shall constitute~~ compliance with all
190 other relevant Florida Statutes pertaining to security deposits
191 held pursuant to a rental agreement or other landlord-tenant
192 relationship. Enforcement personnel shall look solely to this
193 section to determine compliance. This section prevails over any
194 conflicting provisions in chapter 475 and in other sections of
195 the Florida Statutes, and shall operate to permit licensed real
196 estate brokers to disburse security deposits and deposit money
197 without having to comply with the notice and settlement
198 procedures contained in s. 475.25(1)(d).

199 (7) Upon the sale or transfer of title of the rental
200 property from one owner to another, or upon a change in the
201 designated rental agent, any and all security deposits or
202 advance rents being held for the benefit of the tenants shall be
203 transferred to the new owner or agent, together with any earned

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204 interest and with an accurate accounting showing the amounts to
205 be credited to each tenant account. Upon the transfer of such
206 funds and records to the new owner or agent ~~as stated herein,~~
207 and upon transmittal of a written receipt therefor, the
208 transferor is ~~shall be~~ free from the obligation imposed in
209 subsection (1) to hold such moneys on behalf of the tenant.
210 There is a rebuttable presumption that any new owner or agent
211 received the security deposits from the previous owner or agent;
212 however, the limit of this presumption is one month's rent. This
213 subsection does not ~~However, nothing herein shall~~ excuse the
214 landlord or agent for a violation of other ~~the~~ provisions of
215 this section while in possession of such deposits.

216 Section 4. The Legislature recognizes that landlords may
217 have stocks of preprinted lease forms that contain disclosures
218 compliant with current law. Accordingly, changes to the
219 disclosure required of a landlord and made by amendments to s.
220 83.49, Florida Statutes, in this act, are conditional for leases
221 entered into between July 1, 2012, and December 31, 2012. During
222 that period, the landlord may elect to give notice required by
223 former s. 83.49, Florida Statutes, or the disclosure required
224 under this act. The disclosure required by this act is required
225 for all leases entered into on or after January 1, 2013.

226 Section 5. Section 83.50, Florida Statutes, is amended to
227 read:

228 83.50 Disclosure of landlord's address.—

229 ~~(1)~~ In addition to other disclosures required by law, the
230 landlord, or a person authorized to enter into a rental
231 agreement on the landlord's behalf, shall disclose in writing to
232 the tenant, at or before the commencement of the tenancy, the

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233 name and address of the landlord or a person authorized to
234 receive notices and demands in the landlord's behalf. The person
235 so authorized to receive notices and demands retains authority
236 until the tenant is notified otherwise. All notices of such
237 names and addresses or changes thereto shall be delivered to the
238 tenant's residence or, if specified in writing by the tenant, to
239 any other address.

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

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

247 83.51 Landlord's obligation to maintain premises.—

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

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

251 (b) Where there are no applicable building, housing, or
252 health codes, maintain the roofs, windows, ~~screens,~~ doors,
253 floors, steps, porches, exterior walls, foundations, and all
254 other structural components in good repair and capable of
255 resisting normal forces and loads and the plumbing in reasonable
256 working condition. ~~However,~~ The landlord is ~~shall~~ not be
257 required to maintain a mobile home or other structure owned by
258 the tenant.

259

260 The landlord's obligations under this subsection may be altered
261 or modified in writing with respect to a single-family home or

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262 duplex.

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

267 1. The extermination of rats, mice, roaches, ants, wood-
268 destroying organisms, and bedbugs. When vacation of the premises
269 is required for such extermination, the landlord is ~~shall~~ not be
270 liable for damages but shall abate the rent. The tenant must
271 ~~shall be required to~~ temporarily vacate the premises for a
272 period of time not to exceed 4 days, on 7 days' written notice,
273 if necessary, for extermination pursuant to this subparagraph.

274 2. Locks and keys.

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

276 4. Garbage removal and outside receptacles therefor.

277 5. Functioning facilities for heat during winter, running
278 water, and hot water.

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

281 83.56 Termination of rental agreement.—

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

286 (a) If such noncompliance is of a nature that the tenant
287 should not be given an opportunity to cure it or if the
288 noncompliance constitutes a subsequent or continuing
289 noncompliance within 12 months of a written warning by the
290 landlord of a similar violation, deliver a written notice to the

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291 tenant specifying the noncompliance and the landlord's intent to
292 terminate the rental agreement by reason thereof. Examples of
293 noncompliance which are of a nature that the tenant should not
294 be given an opportunity to cure include, but are not limited to,
295 destruction, damage, or misuse of the landlord's or other
296 tenants' property by intentional act or a subsequent or
297 continued unreasonable disturbance. In such event, the landlord
298 may terminate the rental agreement, and the tenant shall have 7
299 days from the date that the notice is delivered to vacate the
300 premises. The notice shall be ~~adequate if it is~~ in substantially
301 the following form:

302

303 You are advised that your lease is terminated effective
304 immediately. You shall have 7 days from the delivery of this
305 letter to vacate the premises. This action is taken because
306 ... (cite the noncompliance)

307

308 (b) If such noncompliance is of a nature that the tenant
309 should be given an opportunity to cure it, deliver a written
310 notice to the tenant specifying the noncompliance, including a
311 notice that, if the noncompliance is not corrected within 7 days
312 from the date the written notice is delivered, the landlord
313 shall terminate the rental agreement by reason thereof. Examples
314 of such noncompliance include, but are not limited to,
315 activities in contravention of the lease or this part ~~act~~ such
316 as having or permitting unauthorized pets, guests, or vehicles;
317 parking in an unauthorized manner or permitting such parking; or
318 failing to keep the premises clean and sanitary. If there is a
319 noncompliance within 12 months after notice, an eviction action

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320 may commence without the necessity of delivering a subsequent
321 notice pursuant to paragraph (a) or this paragraph. The notice
322 shall be ~~adequate if it is~~ in substantially the following form:

323
324 You are hereby notified that ...(cite the
325 noncompliance).... Demand is hereby made that you remedy the
326 noncompliance within 7 days of receipt of this notice or your
327 lease shall be deemed terminated and you shall vacate the
328 premises upon such termination. If this same conduct or conduct
329 of a similar nature is repeated within 12 months, your tenancy
330 is subject to termination without further warning and without
331 your being given an opportunity to cure the noncompliance.

332
333 (3) If the tenant fails to pay rent when due and the
334 default continues for 3 days, excluding Saturday, Sunday, and
335 legal holidays, after delivery of written demand by the landlord
336 for payment of the rent or possession of the premises, the
337 landlord may terminate the rental agreement. Legal holidays for
338 the purpose of this section shall be court-observed holidays
339 only. The total amount claimed may include all moneys owed to
340 the landlord through the date of the notice, including, but not
341 limited to, late fees. The 3-day notice shall contain a
342 statement in substantially the following form:

343
344 You are hereby notified that you are indebted to me in the
345 sum of dollars for the rent and use of the premises
346 ...(address of leased premises, including county)..., Florida,
347 now occupied by you and that I demand payment of the rent or
348 possession of the premises within 3 days (excluding Saturday,

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349 Sunday, and legal holidays) from the date of delivery of this
350 notice, to wit: on or before the day of, ...(year)....
351 ...(landlord's name, address and phone number)...

352
353 (4) The delivery of the written notices required by
354 subsections (1), (2), and (3) shall be by mailing or delivery of
355 a true copy thereof or, if the tenant is absent from the
356 premises, by leaving a copy thereof at the residence. The notice
357 requirements of subsections (1), (2), and (3) may not be waived
358 in the lease.

359 (5) (a) If the landlord accepts rent with actual knowledge
360 of a noncompliance by the tenant or accepts performance by the
361 tenant of any other provision of the rental agreement that is at
362 variance with its provisions, or if the tenant pays rent with
363 actual knowledge of a noncompliance by the landlord or accepts
364 performance by the landlord of any other provision of the rental
365 agreement that is at variance with its provisions, the landlord
366 or tenant waives his or her right to terminate the rental
367 agreement or to bring a civil action for that noncompliance, but
368 not for any subsequent or continuing noncompliance. However, a
369 landlord does not waive the right to terminate the rental
370 agreement or to bring a civil action for that noncompliance by
371 accepting partial rent for the period if the landlord notifies
372 the tenant that the landlord is reserving the right to enforce
373 the rental agreement.

374 (b) Any tenant who wishes to defend against an action by
375 the landlord for possession of the unit for noncompliance of the
376 rental agreement or of relevant statutes must ~~shall~~ comply with
377 ~~the provisions in~~ s. 83.60(2). The court may not set a date for

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378 mediation or trial unless the provisions of s. 83.60(2) have
379 been met, but must ~~shall~~ enter a default judgment for removal of
380 the tenant with a writ of possession to issue immediately if the
381 tenant fails to comply with s. 83.60(2).

382 (c) This subsection does not apply to that portion of rent
383 subsidies received from a local, state, or national government
384 or an agency of local, state, or national government; however,
385 waiver will occur if an action has not been instituted within 45
386 days after the landlord obtains actual knowledge of the
387 noncompliance.

388 Section 8. Section 83.575, Florida Statutes, is amended to
389 read:

390 83.575 Termination of tenancy with specific duration.—

391 (1) A rental agreement with a specific duration may contain
392 a provision requiring the tenant to notify the landlord before
393 vacating the premises at the end of the rental agreement if the
394 provision also requires that the landlord notify the tenant if
395 the rental agreement will not be renewed on the same terms;
396 however, a rental agreement may not require more than 60 days'
397 notice from either the tenant or the landlord before vacating
398 the premises.

399 (2) A rental agreement with a specific duration may provide
400 that if a tenant fails to give the required notice before
401 vacating the premises at the end of the rental agreement, the
402 tenant may be liable for liquidated damages as specified in the
403 rental agreement if the landlord provides written notice to the
404 tenant specifying the tenant's obligations under the
405 notification provision contained in the lease and the date the
406 rental agreement is terminated. The landlord must provide such

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407 written notice to the tenant within 15 days before the start of
408 the notification period contained in the lease. The written
409 notice shall list all fees, penalties, and other charges
410 applicable to the tenant under this subsection.

411 (3) If the tenant remains on the premises with the
412 permission of the landlord after the rental agreement has
413 terminated and fails to give notice required under s. 83.57(3),
414 the tenant is liable to the landlord for an additional 1 month's
415 rent.

416 Section 9. Section 83.58, Florida Statutes, is amended to
417 read:

418 83.58 Remedies; tenant holding over.—If the tenant holds
419 over and continues in possession of the dwelling unit or any
420 part thereof after the expiration of the rental agreement
421 without the permission of the landlord, the landlord may recover
422 possession of the dwelling unit in the manner provided for in s.
423 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
424 amount of rent due on the dwelling unit, or any part thereof,
425 for the period during which the tenant refuses to surrender
426 possession.

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

429 83.59 Right of action for possession.—

430 (2) A landlord, the landlord's attorney, or the landlord's
431 agent, applying for the removal of a tenant, shall file in the
432 county court of the county where the premises are situated a
433 complaint describing the dwelling unit and stating the facts
434 that authorize its recovery. A landlord's agent is not permitted
435 to take any action other than the initial filing of the

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436 complaint, unless the landlord's agent is an attorney. The
437 landlord is entitled to the summary procedure provided in s.
438 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
439 calendar.

440 Section 11. Section 83.60, Florida Statutes, is amended to
441 read:

442 83.60 Defenses to action for rent or possession;
443 procedure.—

444 (1) (a) In an action by the landlord for possession of a
445 dwelling unit based upon nonpayment of rent or in an action by
446 the landlord under s. 83.55 seeking to recover unpaid rent, the
447 tenant may defend upon the ground of a material noncompliance
448 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
449 whether legal or equitable, that he or she may have, including
450 the defense of retaliatory conduct in accordance with s. 83.64.
451 The landlord must be given an opportunity to cure a deficiency
452 in a notice or in the pleadings prior to dismissal of the
453 action.

454 (b) The defense of a material noncompliance with s.
455 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
456 elapsed after the delivery of written notice by the tenant to
457 the landlord, specifying the noncompliance and indicating the
458 intention of the tenant not to pay rent by reason thereof. Such
459 notice by the tenant may be given to the landlord, the
460 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
461 a resident manager, or the person or entity who collects the
462 rent on behalf of the landlord. A material noncompliance with s.
463 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
464 action for possession based upon nonpayment of rent, and, upon

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465 hearing, the court or the jury, as the case may be, shall
466 determine the amount, if any, by which the rent is to be reduced
467 to reflect the diminution in value of the dwelling unit during
468 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
469 consideration of all other relevant issues, the court shall
470 enter appropriate judgment.

471 (2) In an action by the landlord for possession of a
472 dwelling unit, if the tenant interposes any defense other than
473 payment, including, but not limited to, the defense of a
474 defective 3-day notice, the tenant shall pay into the registry
475 of the court the accrued rent as alleged in the complaint or as
476 determined by the court and the rent that ~~which~~ accrues during
477 the pendency of the proceeding, when due. The clerk shall notify
478 the tenant of such requirement in the summons. Failure of the
479 tenant to pay the rent into the registry of the court or to file
480 a motion to determine the amount of rent to be paid into the
481 registry within 5 days, excluding Saturdays, Sundays, and legal
482 holidays, after the date of service of process constitutes an
483 absolute waiver of the tenant's defenses other than payment, and
484 the landlord is entitled to an immediate default judgment for
485 removal of the tenant with a writ of possession to issue without
486 further notice or hearing thereon. ~~If in the event~~ a motion to
487 determine rent is filed, documentation in support of the
488 allegation that the rent as alleged in the complaint is in error
489 is required. Public housing tenants or tenants receiving rent
490 subsidies are ~~shall be~~ required to deposit only that portion of
491 the full rent for which they are ~~the tenant is~~ responsible
492 pursuant to the federal, state, or local program in which they
493 are participating.

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494 Section 12. Subsection (1) of section 83.62, Florida
495 Statutes, is amended to read:

496 83.62 Restoration of possession to landlord.—

497 (1) In an action for possession, after entry of judgment in
498 favor of the landlord, the clerk shall issue a writ to the
499 sheriff describing the premises and commanding the sheriff to
500 put the landlord in possession after 24 hours' notice
501 conspicuously posted on the premises. Weekends and legal
502 holidays do not stay the 24-hour notice period.

503 Section 13. Section 83.63, Florida Statutes, is amended to
504 read:

505 83.63 Casualty damage.—If the premises are damaged or
506 destroyed other than by the wrongful or negligent acts of the
507 tenant so that the enjoyment of the premises is substantially
508 impaired, the tenant may terminate the rental agreement and
509 immediately vacate the premises. The tenant may vacate the part
510 of the premises rendered unusable by the casualty, in which case
511 the tenant's liability for rent shall be reduced by the fair
512 rental value of that part of the premises damaged or destroyed.
513 If the rental agreement is terminated, the landlord shall comply
514 with s. 83.49(3) ~~[F.S. 1973]~~.

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

517 83.64 Retaliatory conduct.—

518 (1) It is unlawful for a landlord to discriminatorily
519 increase a tenant's rent or decrease services to a tenant, or to
520 bring or threaten to bring an action for possession or other
521 civil action, primarily because the landlord is retaliating
522 against the tenant. In order for the tenant to raise the defense

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523 of retaliatory conduct, the tenant must have acted in good
524 faith. Examples of conduct for which the landlord may not
525 retaliate include, but are not limited to, situations where:

526 (a) The tenant has complained to a governmental agency
527 charged with responsibility for enforcement of a building,
528 housing, or health code of a suspected violation applicable to
529 the premises;

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

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

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

536 (e) The tenant has paid rents to a condominium,
537 cooperative, or homeowners' association after demand from the
538 association in order to pay the landlord's obligation to the
539 association; or

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

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

544 723.063 Defenses to action for rent or possession;
545 procedure.—

546 (1) (a) In any action based upon nonpayment of rent or
547 seeking to recover unpaid rent, or a portion thereof, the mobile
548 home owner may defend upon the ground of a material
549 noncompliance with any portion of this chapter or may raise any
550 other defense, whether legal or equitable, which he or she may
551 have. The mobile home park owner must be given an opportunity to

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552 cure a deficiency in a notice or in the pleadings prior to
553 dismissal of the action.

554 (b) The defense of material noncompliance may be raised by
555 the mobile home owner only if 7 days have elapsed after he or
556 she has notified the park owner in writing of his or her
557 intention not to pay rent, or a portion thereof, based upon the
558 park owner's noncompliance with portions of this chapter,
559 specifying in reasonable detail the provisions in default. A
560 material noncompliance with this chapter by the park owner is a
561 complete defense to an action for possession based upon
562 nonpayment of rent, or a portion thereof, and, upon hearing, the
563 court or the jury, as the case may be, shall determine the
564 amount, if any, by which the rent is to be reduced to reflect
565 the diminution in value of the lot during the period of
566 noncompliance with any portion of this chapter. After
567 consideration of all other relevant issues, the court shall
568 enter appropriate judgment.

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