

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u> </u>	(Y/N)
ADOPTED AS AMENDED	<u> </u>	(Y/N)
ADOPTED W/O OBJECTION	<u> </u>	(Y/N)
FAILED TO ADOPT	<u> </u>	(Y/N)
WITHDRAWN	<u> </u>	(Y/N)
OTHER	<u> </u>	

1 Committee/Subcommittee hearing bill: Judiciary Committee
 2 Representative Pilon offered the following:

Amendment (with title amendment)

Remove everything after the enacting clause and insert:

Section 1. Section 812.155, Florida Statutes, is amended to read:

812.155 Hiring, leasing, or obtaining personal property or equipment with the intent to defraud; failing to return hired or leased personal property or equipment; rules of evidence.—

(1) OBTAINING BY TRICK, FALSE REPRESENTATION, ETC.—

Whoever, with the intent to defraud the owner or any person lawfully possessing any personal property or equipment, obtains the custody of the ~~such~~ personal property or equipment by trick, deceit, or fraudulent or willful false representation commits ~~shall be guilty of~~ a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that case event ~~the person commits violation~~

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20 ~~constitutes~~ a felony of the third degree, punishable as provided
21 in s. 775.082, s. 775.083, or s. 775.084.

22 (2) HIRING OR LEASING WITH THE INTENT TO DEFRAUD.—Whoever,
23 with intent to defraud the owner or any person lawfully
24 possessing ~~any~~ personal property or equipment of the rental
25 thereof, hires or leases the personal property or equipment from
26 the owner or the owner's agents or any person in lawful
27 possession thereof commits ~~shall, upon conviction, be guilty of~~
28 a misdemeanor of the second degree, punishable as provided in s.
29 775.082 or s. 775.083, unless the value of the personal property
30 or equipment is of a value of \$300 or more; in that case event
31 the person commits ~~violation constitutes~~ a felony of the third
32 degree, punishable as provided in s. 775.082, s. 775.083, or s.
33 775.084.

34 (3) FAILURE TO RETURN ~~REDELIVER~~ HIRED OR LEASED PERSONAL
35 PROPERTY.—Whoever, after hiring or leasing ~~any~~ personal property
36 or equipment under an agreement to return ~~redeliver~~ the personal
37 property ~~same~~ to the person letting the ~~such~~ personal property
38 or equipment or his or her agent at the termination of the
39 period for which it was let, shall, without the consent of the
40 ~~such~~ person or persons knowingly abandon or refuse to return
41 ~~redeliver~~ the personal property or equipment as agreed, commits
42 ~~shall, upon conviction, be guilty of~~ a misdemeanor of the second
43 degree, punishable as provided in s. 775.082 or s. 775.083,
44 unless the value of the personal property or equipment is of a
45 value of \$300 or more; in that case event the person commits
46 ~~violation constitutes~~ a felony of the third degree, punishable
47 as provided in s. 775.082, s. 775.083, or s. 775.084.

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48 (4) EVIDENCE.—

49 (a) In a prosecution ~~prosecutions~~ under this section,
50 obtaining the property or equipment under false pretenses;
51 absconding without payment; or removing or attempting to remove
52 the property or equipment from the county without the express
53 written consent of the lessor, is evidence of fraudulent intent.

54 (b) In a prosecution under subsection (3), failure to
55 redeliver the property or equipment within 5 days after
56 receiving the demand for return from a courier service with
57 tracking capability or by certified mail, return receipt
58 requested ~~receipt of~~, or within 5 days after delivery by the
59 courier service or return receipt from, ~~the certified mailing of~~
60 the demand for return, is prima facie evidence of abandonment or
61 refusal to redeliver the property or equipment. Notice mailed by
62 certified mail, return receipt requested, or delivery by courier
63 with tracking capability to the address given by the renter at
64 the time of rental is ~~shall be deemed~~ sufficient and equivalent
65 to notice having been received by the renter, should the notice
66 be returned undelivered.

67 (c) In a prosecution under subsection (3), failure to pay
68 any amount due which is incurred as the result of the failure to
69 redeliver property or equipment after the rental period expires,
70 and after the demand for return is made, is prima facie evidence
71 of abandonment or refusal to redeliver the property or
72 equipment. Amounts due include unpaid rental for the time period
73 during which the property or equipment was not returned and
74 include the lesser of the cost of repairing or replacing the
75 property or equipment if it has been damaged.

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

82 (6) NOTICE REQUIRED.—As a prerequisite to prosecution
83 under this section, the following statement must be contained in
84 the agreement under which the owner or person lawfully
85 possessing the property or equipment has relinquished its
86 custody, or in an addendum to that agreement, and the statement
87 must be initialed by the person hiring or leasing the rental
88 property or equipment:

89
90 Failure to return rental property or equipment upon
91 expiration of the rental period and failure to pay all
92 amounts due (including costs for damage to the
93 property or equipment) are evidence of abandonment or
94 refusal to redeliver the property, punishable in
95 accordance with section 812.155, Florida Statutes.

96 (7) THIRD PARTY POSSESSION.—Possession of personal
97 property or equipment by a third party does not alleviate the
98 lessee of his or her obligation to return the personal property
99 or equipment according to the terms stated in the contract by
100 which the property or equipment was leased or rented to the
101 lessee, and is not a defense against failure to return unless
102 the lessee provides the court or property owner with
103 documentation that demonstrates that the personal property or

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104 equipment was obtained without the lessee's consent.

105 (8) REPORTING VEHICLE AS STOLEN.—A lessor of a vehicle
106 that is not returned at the conclusion of the lease who
107 satisfies the requirements of this section regarding the vehicle
108 is entitled to report the vehicle as stolen to a law enforcement
109 agency and have the vehicle listed as stolen on any local or
110 national registry of such vehicles.

111 Section 2. This act shall take effect July 1, 2012.

114 -----
115 **T I T L E A M E N D M E N T**

116 Remove the entire title and insert:

117 An act relating to hiring, leasing, or obtaining personal
118 property or equipment with the intent to defraud; amending s.
119 812.155, F.S.; providing that in a prosecution, failing to
120 redeliver property or equipment within a specified time after
121 receiving the demand for return from a courier service with
122 tracking capability or by certified mail, return receipt
123 requested, or within a specified time after delivery by the
124 courier service or return receipt from the certified mailing of
125 the demand for return, is prima facie evidence of abandonment or
126 refusal to redeliver the property or equipment; providing that
127 notice mailed by delivery by courier with tracking capability to
128 the address given by the renter at the time of the rental is
129 sufficient and equivalent to notice having been received by the
130 renter, if the notice is returned undelivered; providing that in
131 a prosecution for failing to pay any amount due which is

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Bill No. CS/HB 729 (2012)

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132 incurred as the result of the failure to redeliver property or
133 equipment after the rental period expires, and after the demand
134 for return is made, is prima facie evidence of abandonment or
135 refusal to redeliver the property or equipment; providing that a
136 demand for return of overdue property or equipment and for
137 payment of amounts due may be made by courier service with
138 tracking capability; providing that possession of personal
139 property or equipment by a third party does not alleviate the
140 lessee of his or her obligation to return the personal property
141 or equipment according to the terms stated in the contract;
142 providing an exception when the personal property or equipment
143 was obtained without the lessee's consent; providing that a
144 lessor of a vehicle that is not returned at the conclusion of a
145 lease is entitled to report the vehicle as stolen to a law
146 enforcement agency and have the vehicle listed as stolen on any
147 local or national registry of such vehicles; providing an
148 effective date.