

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WITHDRAWN	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>	

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

3  
4 **Amendment (with title amendment)**

5 Remove everything after the enacting clause and insert:

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

8 83.42 Exclusions from application of part.—This part does  
9 not apply to:

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

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

17 83.48 Attorney ~~Attorney's~~ fees.—In any civil action  
18 brought to enforce the provisions of the rental agreement or  
19 this part, the party in whose favor a judgment or decree has

Amendment No. 1

20 been rendered may recover reasonable court costs, including, and  
21 attorney attorney's fees, from the nonprevailing party. The  
22 right to attorney fees in this section may not be waived in a  
23 lease agreement. However, attorney fees may not be awarded under  
24 this section in a claim for personal injury damages based on a  
25 breach of duty under s. 83.51.

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

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

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

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

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

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

Amendment No. 1

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

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

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

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

65 (d) Include the following disclosure:

66  
67 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE  
68 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S  
69 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
70 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS  
71 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING  
72 YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,  
73 WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S  
74 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU

## Amendment No. 1

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

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

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

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

98  
99 (3) The landlord or the landlord's agent may disburse  
100 advance rents from the deposit account to the landlord's benefit  
101 when the advance rental period commences and without notice to  
102 the tenant. For all other deposits:

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Amendment No. 1

103 (a) Upon the vacating of the premises for termination of  
104 the lease, if the landlord does not intend to impose a claim on  
105 the security deposit, the landlord shall have 15 days to return  
106 the security deposit together with interest if otherwise  
107 required, or the landlord shall have 30 days to give the tenant  
108 written notice by certified mail to the tenant's last known  
109 mailing address of his or her intention to impose a claim on the  
110 deposit and the reason for imposing the claim. The notice shall  
111 contain a statement in substantially the following form:  
112

113 This is a notice of my intention to impose a claim for  
114 damages in the amount of .... upon your security deposit, due to  
115 ..... It is sent to you as required by s. 83.49(3), Florida  
116 Statutes. You are hereby notified that you must object in  
117 writing to this deduction from your security deposit within 15  
118 days from the time you receive this notice or I will be  
119 authorized to deduct my claim from your security deposit. Your  
120 objection must be sent to ...(landlord's address)....  
121

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

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

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Amendment No. 1

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

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

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

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

Amendment No. 1

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

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

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

183 83.50 Disclosure of landlord's address.-

184 ~~(1)~~ In addition to other disclosures required by law, the  
185 landlord, or a person authorized to enter into a rental  
186 agreement on the landlord's behalf, shall disclose in writing to

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Amendment No. 1

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

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

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

202 83.51 Landlord's obligation to maintain premises.-

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

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

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



Amendment No. 1

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

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

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

229 2. Locks and keys.

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

231 4. Garbage removal and outside receptacles therefor.

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

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

236 83.56 Termination of rental agreement.—

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

241 (a) If such noncompliance is of a nature that the tenant  
242 should not be given an opportunity to cure it or if the

Amendment No. 1

243 noncompliance constitutes a subsequent or continuing  
244 noncompliance within 12 months of a written warning by the  
245 landlord of a similar violation, deliver a written notice to the  
246 tenant specifying the noncompliance and the landlord's intent to  
247 terminate the rental agreement by reason thereof. Examples of  
248 noncompliance which are of a nature that the tenant should not  
249 be given an opportunity to cure include, but are not limited to,  
250 destruction, damage, or misuse of the landlord's or other  
251 tenants' property by intentional act or a subsequent or  
252 continued unreasonable disturbance. In such event, the landlord  
253 may terminate the rental agreement, and the tenant shall have 7  
254 days from the date that the notice is delivered to vacate the  
255 premises. The notice shall be ~~adequate if it is~~ in substantially  
256 the following form:

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

262  
263       (b) If such noncompliance is of a nature that the tenant  
264 should be given an opportunity to cure it, deliver a written  
265 notice to the tenant specifying the noncompliance, including a  
266 notice that, if the noncompliance is not corrected within 7 days  
267 from the date the written notice is delivered, the landlord  
268 shall terminate the rental agreement by reason thereof. Examples  
269 of such noncompliance include, but are not limited to,  
270 activities in contravention of the lease or this part ~~act~~ such

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Amendment No. 1

271 as having or permitting unauthorized pets, guests, or vehicles;  
272 parking in an unauthorized manner or permitting such parking; or  
273 failing to keep the premises clean and sanitary. If there is a  
274 noncompliance within 12 months after notice, an eviction action  
275 may commence without the necessity of delivering a subsequent  
276 notice pursuant to paragraph (a) or this paragraph. The notice  
277 shall be ~~adequate if it is~~ in substantially the following form:  
278

279       You are hereby notified that ...(cite the  
280 noncompliance).... Demand is hereby made that you remedy the  
281 noncompliance within 7 days of receipt of this notice or your  
282 lease shall be deemed terminated and you shall vacate the  
283 premises upon such termination. If this same conduct or conduct  
284 of a similar nature is repeated within 12 months, your tenancy  
285 is subject to termination without further warning and without  
286 your being given an opportunity to cure the noncompliance.  
287

288       (3) If the tenant fails to pay rent when due and the  
289 default continues for 3 days, excluding Saturday, Sunday, and  
290 legal holidays, after delivery of written demand by the landlord  
291 for payment of the rent or possession of the premises, the  
292 landlord may terminate the rental agreement. Legal holidays for  
293 the purpose of this section shall be court-observed holidays  
294 only. The total amount claimed may include all moneys owed to  
295 the landlord through the date of the notice, including, but not  
296 limited to, late fees. The 3-day notice shall contain a  
297 statement in substantially the following form:  
298

Amendment No. 1

299       You are hereby notified that you are indebted to me in the  
300       sum of .... dollars for the rent and use of the premises  
301       ...(address of leased premises, including county)..., Florida,  
302       now occupied by you and that I demand payment of the rent or  
303       possession of the premises within 3 days (excluding Saturday,  
304       Sunday, and legal holidays) from the date of delivery of this  
305       notice, to wit: on or before the .... day of ....., ...(year)....  
306       ...(landlord's name, address and phone number)...

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

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

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Amendment No. 1

327       **(b)** Any tenant who wishes to defend against an action by  
328 the landlord for possession of the unit for noncompliance of the  
329 rental agreement or of relevant statutes must ~~shall~~ comply with  
330 ~~the provisions in~~ s. 83.60(2). The court may not set a date for  
331 mediation or trial unless the provisions of s. 83.60(2) have  
332 been met, but must ~~shall~~ enter a default judgment for removal of  
333 the tenant with a writ of possession to issue immediately if the  
334 tenant fails to comply with s. 83.60(2).

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

341       Section 8. Subsection (1) of section 83.575, Florida  
342 Statutes, is amended to read:

343       83.575 Termination of tenancy with specific duration.—

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

352       Section 9. Section 83.58, Florida Statutes, is amended to  
353 read:

COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 921 (2012)

Amendment No. 1

354 83.58 Remedies; tenant holding over.—If the tenant holds  
355 over and continues in possession of the dwelling unit or any  
356 part thereof after the expiration of the rental agreement  
357 without the permission of the landlord, the landlord may recover  
358 possession of the dwelling unit in the manner provided for in s.  
359 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the  
360 amount of rent due on the dwelling unit, or any part thereof,  
361 for the period during which the tenant refuses to surrender  
362 possession.

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

365 83.59 Right of action for possession.—

366 (2) A landlord, the landlord's attorney, or the landlord's  
367 agent, applying for the removal of a tenant, shall file in the  
368 county court of the county where the premises are situated a  
369 complaint describing the dwelling unit and stating the facts  
370 that authorize its recovery. A landlord's agent is not permitted  
371 to take any action other than the initial filing of the  
372 complaint, unless the landlord's agent is an attorney. The  
373 landlord is entitled to the summary procedure provided in s.  
374 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the  
375 calendar.

376 Section 11. Section 83.60, Florida Statutes, is amended to  
377 read:

378 83.60 Defenses to action for rent or possession;  
379 procedure.—

380 (1) (a) In an action by the landlord for possession of a  
381 dwelling unit based upon nonpayment of rent or in an action by

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Published On: 2/21/2012 7:02:30 PM

Amendment No. 1

382 the landlord under s. 83.55 seeking to recover unpaid rent, the  
383 tenant may defend upon the ground of a material noncompliance  
384 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,  
385 whether legal or equitable, that he or she may have, including  
386 the defense of retaliatory conduct in accordance with s. 83.64.  
387 The landlord must be given an opportunity to cure a deficiency  
388 in a notice or in the pleadings prior to dismissal of the  
389 action.

390 (b) The defense of a material noncompliance with s.  
391 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have  
392 elapsed after the delivery of written notice by the tenant to  
393 the landlord, specifying the noncompliance and indicating the  
394 intention of the tenant not to pay rent by reason thereof. Such  
395 notice by the tenant may be given to the landlord, the  
396 landlord's representative as designated pursuant to s. 83.50~~(1)~~,  
397 a resident manager, or the person or entity who collects the  
398 rent on behalf of the landlord. A material noncompliance with s.  
399 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an  
400 action for possession based upon nonpayment of rent, and, upon  
401 hearing, the court or the jury, as the case may be, shall  
402 determine the amount, if any, by which the rent is to be reduced  
403 to reflect the diminution in value of the dwelling unit during  
404 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After  
405 consideration of all other relevant issues, the court shall  
406 enter appropriate judgment.

407 (2) In an action by the landlord for possession of a  
408 dwelling unit, if the tenant interposes any defense other than  
409 payment, including, but not limited to, the defense of a

Amendment No. 1

410 defective 3-day notice, the tenant shall pay into the registry  
411 of the court the accrued rent as alleged in the complaint or as  
412 determined by the court and the rent that ~~which~~ accrues during  
413 the pendency of the proceeding, when due. The clerk shall notify  
414 the tenant of such requirement in the summons. Failure of the  
415 tenant to pay the rent into the registry of the court or to file  
416 a motion to determine the amount of rent to be paid into the  
417 registry within 5 days, excluding Saturdays, Sundays, and legal  
418 holidays, after the date of service of process constitutes an  
419 absolute waiver of the tenant's defenses other than payment, and  
420 the landlord is entitled to an immediate default judgment for  
421 removal of the tenant with a writ of possession to issue without  
422 further notice or hearing thereon. If ~~In the event~~ a motion to  
423 determine rent is filed, documentation in support of the  
424 allegation that the rent as alleged in the complaint is in error  
425 is required. Public housing tenants or tenants receiving rent  
426 subsidies are ~~shall be~~ required to deposit only that portion of  
427 the full rent for which they are ~~the tenant is~~ responsible  
428 pursuant to the federal, state, or local program in which they  
429 are participating.

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

432 83.62 Restoration of possession to landlord.—

433 (1) In an action for possession, after entry of judgment  
434 in favor of the landlord, the clerk shall issue a writ to the  
435 sheriff describing the premises and commanding the sheriff to  
436 put the landlord in possession after 24 hours' notice



Amendment No. 1

437 conspicuously posted on the premises. Weekends and legal  
438 holidays do not stay the 24-hour notice period.

439 Section 13. Section 83.63, Florida Statutes, is amended to  
440 read:

441 83.63 Casualty damage.—If the premises are damaged or  
442 destroyed other than by the wrongful or negligent acts of the  
443 tenant so that the enjoyment of the premises is substantially  
444 impaired, the tenant may terminate the rental agreement and  
445 immediately vacate the premises. The tenant may vacate the part  
446 of the premises rendered unusable by the casualty, in which case  
447 the tenant's liability for rent shall be reduced by the fair  
448 rental value of that part of the premises damaged or destroyed.  
449 If the rental agreement is terminated, the landlord shall comply  
450 with s. 83.49(3) ~~{F.S. 1973}~~.

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

453 83.64 Retaliatory conduct.—

454 (1) It is unlawful for a landlord to discriminatorily  
455 increase a tenant's rent or decrease services to a tenant, or to  
456 bring or threaten to bring an action for possession or other  
457 civil action, primarily because the landlord is retaliating  
458 against the tenant. In order for the tenant to raise the defense  
459 of retaliatory conduct, the tenant must have acted in good  
460 faith. Examples of conduct for which the landlord may not  
461 retaliate include, but are not limited to, situations where:

462 (a) The tenant has complained to a governmental agency  
463 charged with responsibility for enforcement of a building,

Amendment No. 1

464 housing, or health code of a suspected violation applicable to  
465 the premises;

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

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

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

472 (e) The tenant has paid rents to a condominium,  
473 cooperative, or homeowners' association after demand from the  
474 association in order to pay the landlord's obligation to the  
475 association; or

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

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

480 723.063 Defenses to action for rent or possession;  
481 procedure.—

482 (1) (a) In any action based upon nonpayment of rent or  
483 seeking to recover unpaid rent, or a portion thereof, the mobile  
484 home owner may defend upon the ground of a material  
485 noncompliance with any portion of this chapter or may raise any  
486 other defense, whether legal or equitable, which he or she may  
487 have. The mobile home park owner must be given an opportunity to  
488 cure a deficiency in a notice or in the pleadings prior to  
489 dismissal of the action.

490 (b) The defense of material noncompliance may be raised by  
491 the mobile home owner only if 7 days have elapsed after he or

Amendment No. 1

492 she has notified the park owner in writing of his or her  
493 intention not to pay rent, or a portion thereof, based upon the  
494 park owner's noncompliance with portions of this chapter,  
495 specifying in reasonable detail the provisions in default. A  
496 material noncompliance with this chapter by the park owner is a  
497 complete defense to an action for possession based upon  
498 nonpayment of rent, or a portion thereof, and, upon hearing, the  
499 court or the jury, as the case may be, shall determine the  
500 amount, if any, by which the rent is to be reduced to reflect  
501 the diminution in value of the lot during the period of  
502 noncompliance with any portion of this chapter. After  
503 consideration of all other relevant issues, the court shall  
504 enter appropriate judgment.

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

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509 **T I T L E A M E N D M E N T**

510 Remove the entire title and insert:

511 An act relating to landlords and tenants; amending s. 83.42,  
512 F.S.; revising exclusions from application of part II of ch. 83,  
513 F.S., relating to residential tenancies; amending s. 83.48,  
514 F.S.; providing that the right to attorney fees may not be  
515 waived in a lease agreement; providing that attorney fees may  
516 not be awarded in a claim for personal injury damages based on a  
517 breach of duty of premises maintenance; amending s. 83.49, F.S.;  
518 revising and providing landlord disclosure requirements with  
519 respect to deposit money and advance rent; providing

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COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 921 (2012)

Amendment No. 1

520 requirements for the disbursement of advance rents; providing a  
521 limited rebuttable presumption of receipt of security deposits;  
522 providing for certain changes to disclosure requirements to be  
523 phased in; amending s. 83.50, F.S.; removing certain landlord  
524 disclosure requirements relating to fire protection; amending s.  
525 83.51, F.S.; revising a landlord's obligation to maintain a  
526 premises with respect to screens; amending s. 83.56, F.S.;  
527 revising procedures for the termination of a rental agreement by  
528 a landlord; revising notice and payment procedures; providing  
529 that a landlord does not waive the right to terminate the rental  
530 agreement or to bring a civil action for noncompliance by  
531 accepting partial rent, subject to certain notice; providing  
532 that the period to institute an action before an exemption  
533 involving rent subsidies is waived begins upon actual knowledge;  
534 amending s. 83.575, F.S.; revising requirements for the  
535 termination of a tenancy having a specific duration to provide  
536 for reciprocal notice provisions in rental agreements; amending  
537 ss. 83.58 and 83.59, F.S.; conforming cross-references; amending  
538 s. 83.60, F.S.; providing that a landlord must be given an  
539 opportunity to cure a deficiency in any notice or pleadings  
540 prior to dismissal of an eviction action; making technical  
541 changes; amending s. 83.62, F.S.; revising procedures for the  
542 restoration of possession to a landlord to provide that weekends  
543 and holidays do not stay the applicable notice period; amending  
544 s. 83.63, F.S.; conforming a cross-reference; amending s. 83.64,  
545 F.S.; providing examples of conduct for which the landlord may  
546 not retaliate; amending s. 723.063, F.S.; providing that a  
547 mobile home park owner must be given an opportunity to cure a

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Amendment No. 1

548 deficiency in any notice or pleadings prior to dismissal of an  
549 eviction action; providing an effective date.