

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 chapter 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 that certain changes to disclosure
16 requirements made by this act are conditional;
17 amending s. 83.50, F.S.; removing certain landlord
18 disclosure requirements relating to fire protection;
19 amending s. 83.51, F.S.; revising a landlord's
20 obligation to maintain a premises with respect to
21 screens; amending s. 83.56, F.S.; revising procedures
22 for the termination of a rental agreement by a
23 landlord; revising notice and payment procedures;
24 providing that a landlord does not waive the right to
25 terminate the rental agreement or to bring a civil
26 action for noncompliance by accepting partial rent,
27 subject to certain notice; providing that the period
28 to institute an action before an exemption involving

29 | rent subsidies is waived begins upon actual knowledge;
 30 | amending s. 83.575, F.S.; revising requirements for
 31 | the termination of a tenancy having a specific
 32 | duration to provide for reciprocal notice provisions
 33 | in rental agreements; amending ss. 83.58 and 83.59,
 34 | F.S.; conforming cross-references; amending s. 83.60,
 35 | F.S.; providing that a landlord must be given an
 36 | opportunity to cure a deficiency in any notice or
 37 | pleadings before dismissal of an eviction action;
 38 | making technical changes; amending s. 83.62, F.S.;
 39 | revising procedures for the restoration of possession
 40 | to a landlord to provide that weekends and holidays do
 41 | not stay the applicable notice period; amending s.
 42 | 83.63, F.S.; conforming a cross-reference; amending s.
 43 | 83.64, F.S.; providing examples of conduct for which
 44 | the landlord may not retaliate; amending s. 723.063,
 45 | F.S.; providing that a mobile home park owner must be
 46 | given an opportunity to cure a deficiency in any
 47 | notice or pleadings before dismissal of an eviction
 48 | action; providing an effective date.

49 |
 50 | Be It Enacted by the Legislature of the State of Florida:

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

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

56 | (2) Occupancy under a contract of sale of a dwelling unit

57 or the property of which it is a part in which at least 1
 58 month's rent has been paid and the buyer has paid a deposit of
 59 at least 5 percent of the purchase price of the property, or in
 60 which the buyer has paid at least 12 months' rent.

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

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

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

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

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

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

84 ~~(b) State the name and address of the depository where the~~

85 ~~advance rent or security deposit is being held, whether the~~
 86 ~~advance rent or security deposit is being held in a separate~~
 87 ~~account for the benefit of the tenant or is commingled with~~
 88 ~~other funds of the landlord, and, if commingled, whether such~~
 89 ~~funds are deposited in an interest-bearing account in a Florida~~
 90 ~~banking institution.~~

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

92

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

- 105 (a) Be given in person or by mail to the tenant;
- 106 (b) State the name and address of the depository where the
 107 advance rent or security deposit is being held, or state that
 108 the landlord has posted a surety bond as provided by law;
- 109 (c) State whether the tenant is entitled to interest on
 110 the deposit; and
- 111 (d) Include the following disclosure:

112

113 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
 114 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S
 115 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
 116 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS
 117 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING
 118 YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,
 119 WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
 120 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU
 121 DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO
 122 THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
 123 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM
 124 AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF
 125 YOU TIMELY OBJECT, THE LANDLORD MUST HOLD THE DEPOSIT
 126 AND EITHER YOU OR THE LANDLORD WILL HAVE TO FILE A
 127 LAWSUIT SO THAT THE COURT CAN RESOLVE THE DISPUTE.

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

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

140

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

144
145 (3) The landlord or the landlord's agent may disburse
146 advance rents from the deposit account to the landlord's benefit
147 when the advance rental period commences and without notice to
148 the tenant. For all other deposits:

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

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

167
168 If the landlord fails to give the required notice within the 30-

169 day period, he or she forfeits the right to impose a claim upon
170 the security deposit and may not seek a setoff against the
171 deposit but may file an action for damages after return of the
172 deposit.

173 (b) Unless the tenant objects to the imposition of the
174 landlord's claim or the amount thereof within 15 days after
175 receipt of the landlord's notice of intention to impose a claim,
176 the landlord may then deduct the amount of his or her claim and
177 shall remit the balance of the deposit to the tenant within 30
178 days after the date of the notice of intention to impose a claim
179 for damages. The failure of the tenant to make a timely
180 objection does not waive any rights of the tenant to seek
181 damages in a separate action.

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

187 (d) Compliance with this section by an individual or
188 business entity authorized to conduct business in this state,
189 including Florida-licensed real estate brokers and sales
190 associates, constitutes ~~shall constitute~~ compliance with all
191 other relevant Florida Statutes pertaining to security deposits
192 held pursuant to a rental agreement or other landlord-tenant
193 relationship. Enforcement personnel shall look solely to this
194 section to determine compliance. This section prevails over any
195 conflicting provisions in chapter 475 and in other sections of
196 the Florida Statutes, and shall operate to permit licensed real

197 | estate brokers to disburse security deposits and deposit money
 198 | without having to comply with the notice and settlement
 199 | procedures contained in s. 475.25(1)(d).

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

217 | Section 4. The Legislature recognizes that landlords may
 218 | have stocks of preprinted lease forms that contain disclosures
 219 | compliant with current law. Accordingly, changes made by this
 220 | act to the disclosure required of a landlord in amendments to s.
 221 | 83.49, Florida Statutes, are conditional for leases entered into
 222 | between July 1, 2012, and December 31, 2012. During that period,
 223 | the landlord may elect to give notice required by s. 83.49,
 224 | Florida Statutes 2011, or the disclosure required under this

225 act. The disclosure required by this act is required for all
 226 leases entered into on or after January 1, 2013.

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

229 83.50 Disclosure of landlord's address.—

230 ~~(1)~~ In addition to other disclosures required by law, the
 231 landlord, or a person authorized to enter into a rental
 232 agreement on the landlord's behalf, shall disclose in writing to
 233 the tenant, at or before the commencement of the tenancy, the
 234 name and address of the landlord or a person authorized to
 235 receive notices and demands in the landlord's behalf. The person
 236 so authorized to receive notices and demands retains authority
 237 until the tenant is notified otherwise. All notices of such
 238 names and addresses or changes thereto shall be delivered to the
 239 tenant's residence or, if specified in writing by the tenant, to
 240 any other address.

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

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

248 83.51 Landlord's obligation to maintain premises.—

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

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

252 (b) Where there are no applicable building, housing, or

253 health codes, maintain the roofs, windows, ~~screens~~, doors,
 254 floors, steps, porches, exterior walls, foundations, and all
 255 other structural components in good repair and capable of
 256 resisting normal forces and loads and the plumbing in reasonable
 257 working condition. ~~However,~~

258
 259 The landlord is ~~shall~~ not ~~be~~ required to maintain a mobile home
 260 or other structure owned by the tenant. The landlord's
 261 obligations under this subsection may be altered or modified in
 262 writing with respect to a single-family home or 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
 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 such
 319 noncompliance recurs within 12 months after notice, an eviction
 320 action may commence without the necessity of delivering a
 321 subsequent notice pursuant to paragraph (a) or this paragraph.
 322 The notice shall be ~~adequate if it is~~ in substantially the
 323 following form:

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

333
 334 (3) If the tenant fails to pay rent when due and the
 335 default continues for 3 days, excluding Saturday, Sunday, and
 336 legal holidays, after delivery of written demand by the landlord

337 for payment of the rent or possession of the premises, the
 338 landlord may terminate the rental agreement. Legal holidays for
 339 the purpose of this section shall be court-observed holidays
 340 only. The total amount claimed may include all moneys owed to
 341 the landlord through the date of the notice, including, but not
 342 limited to, late fees. The 3-day notice shall contain a
 343 statement in substantially the following form:
 344

345 You are hereby notified that you are indebted to me in the
 346 sum of dollars for the rent and use of the premises
 347 ...(address of leased premises, including county)..., Florida,
 348 now occupied by you and that I demand payment of the rent or
 349 possession of the premises within 3 days (excluding Saturday,
 350 Sunday, and legal holidays) from the date of delivery of this
 351 notice, to wit: on or before the day of, ...(year)....
 352 ...(landlord's name, address and phone number)...

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

360 (5) (a) If the landlord accepts rent with actual knowledge
 361 of a noncompliance by the tenant or accepts performance by the
 362 tenant of any other provision of the rental agreement that is at
 363 variance with its provisions, or if the tenant pays rent with
 364 actual knowledge of a noncompliance by the landlord or accepts

365 performance by the landlord of any other provision of the rental
 366 agreement that is at variance with its provisions, the landlord
 367 or tenant waives his or her right to terminate the rental
 368 agreement or to bring a civil action for that noncompliance, but
 369 not for any subsequent or continuing noncompliance. However, a
 370 landlord does not waive the right to terminate the rental
 371 agreement or to bring a civil action for that noncompliance by
 372 accepting partial rent for the period.

373 (b) Any tenant who wishes to defend against an action by
 374 the landlord for possession of the unit for noncompliance of the
 375 rental agreement or of relevant statutes must ~~shall~~ comply with
 376 ~~the provisions in~~ s. 83.60(2). The court may not set a date for
 377 mediation or trial unless the provisions of s. 83.60(2) have
 378 been met, but must ~~shall~~ enter a default judgment for removal of
 379 the tenant with a writ of possession to issue immediately if the
 380 tenant fails to comply with s. 83.60(2).

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

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

389 83.575 Termination of tenancy with specific duration.—

390 (1) A rental agreement with a specific duration may
 391 contain a provision requiring the tenant to notify the landlord
 392 within a specified period before vacating the premises at the

393 | end of the rental agreement, if such provision requires the
 394 | landlord to notify the tenant within such notice period if the
 395 | rental agreement will not be renewed; however, a rental
 396 | agreement may not require more than 60 days' notice from either
 397 | the tenant or the landlord ~~before vacating the premises.~~

398 | Section 9. Section 83.58, Florida Statutes, is amended to
 399 | read:

400 | 83.58 Remedies; tenant holding over.—If the tenant holds
 401 | over and continues in possession of the dwelling unit or any
 402 | part thereof after the expiration of the rental agreement
 403 | without the permission of the landlord, the landlord may recover
 404 | possession of the dwelling unit in the manner provided for in s.
 405 | 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
 406 | amount of rent due on the dwelling unit, or any part thereof,
 407 | for the period during which the tenant refuses to surrender
 408 | possession.

409 | Section 10. Subsection (2) of section 83.59, Florida
 410 | Statutes, is amended to read:

411 | 83.59 Right of action for possession.—

412 | (2) A landlord, the landlord's attorney, or the landlord's
 413 | agent, applying for the removal of a tenant, shall file in the
 414 | county court of the county where the premises are situated a
 415 | complaint describing the dwelling unit and stating the facts
 416 | that authorize its recovery. A landlord's agent is not permitted
 417 | to take any action other than the initial filing of the
 418 | complaint, unless the landlord's agent is an attorney. The
 419 | landlord is entitled to the summary procedure provided in s.
 420 | 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the

421 | calendar.

422 | Section 11. Section 83.60, Florida Statutes, is amended to
423 | read:

424 | 83.60 Defenses to action for rent or possession;
425 | procedure.—

426 | (1) (a) In an action by the landlord for possession of a
427 | dwelling unit based upon nonpayment of rent or in an action by
428 | the landlord under s. 83.55 seeking to recover unpaid rent, the
429 | tenant may defend upon the ground of a material noncompliance
430 | with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
431 | whether legal or equitable, that he or she may have, including
432 | the defense of retaliatory conduct in accordance with s. 83.64.
433 | The landlord must be given an opportunity to cure a deficiency
434 | in a notice or in the pleadings before dismissal of the action.

435 | (b) The defense of a material noncompliance with s.
436 | 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
437 | elapsed after the delivery of written notice by the tenant to
438 | the landlord, specifying the noncompliance and indicating the
439 | intention of the tenant not to pay rent by reason thereof. Such
440 | notice by the tenant may be given to the landlord, the
441 | landlord's representative as designated pursuant to s. 83.50~~(1)~~,
442 | a resident manager, or the person or entity who collects the
443 | rent on behalf of the landlord. A material noncompliance with s.
444 | 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
445 | action for possession based upon nonpayment of rent, and, upon
446 | hearing, the court or the jury, as the case may be, shall
447 | determine the amount, if any, by which the rent is to be reduced
448 | to reflect the diminution in value of the dwelling unit during

449 the period of noncompliance with s. 83.51(1) ~~[F.S. 1973]~~. After
 450 consideration of all other relevant issues, the court shall
 451 enter appropriate judgment.

452 (2) In an action by the landlord for possession of a
 453 dwelling unit, if the tenant interposes any defense other than
 454 payment, including, but not limited to, the defense of a
 455 defective 3-day notice, the tenant shall pay into the registry
 456 of the court the accrued rent as alleged in the complaint or as
 457 determined by the court and the rent that ~~which~~ accrues during
 458 the pendency of the proceeding, when due. The clerk shall notify
 459 the tenant of such requirement in the summons. Failure of the
 460 tenant to pay the rent into the registry of the court or to file
 461 a motion to determine the amount of rent to be paid into the
 462 registry within 5 days, excluding Saturdays, Sundays, and legal
 463 holidays, after the date of service of process constitutes an
 464 absolute waiver of the tenant's defenses other than payment, and
 465 the landlord is entitled to an immediate default judgment for
 466 removal of the tenant with a writ of possession to issue without
 467 further notice or hearing thereon. If ~~In the event~~ a motion to
 468 determine rent is filed, documentation in support of the
 469 allegation that the rent as alleged in the complaint is in error
 470 is required. Public housing tenants or tenants receiving rent
 471 subsidies are ~~shall be~~ required to deposit only that portion of
 472 the full rent for which they are ~~the tenant is~~ responsible
 473 pursuant to the federal, state, or local program in which they
 474 are participating.

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

477 83.62 Restoration of possession to landlord.—

478 (1) In an action for possession, after entry of judgment
479 in favor of the landlord, the clerk shall issue a writ to the
480 sheriff describing the premises and commanding the sheriff to
481 put the landlord in possession after 24 hours' notice
482 conspicuously posted on the premises. Weekends and legal
483 holidays do not stay the 24-hour notice period.

484 Section 13. Section 83.63, Florida Statutes, is amended to
485 read:

486 83.63 Casualty damage.—If the premises are damaged or
487 destroyed other than by the wrongful or negligent acts of the
488 tenant so that the enjoyment of the premises is substantially
489 impaired, the tenant may terminate the rental agreement and
490 immediately vacate the premises. The tenant may vacate the part
491 of the premises rendered unusable by the casualty, in which case
492 the tenant's liability for rent shall be reduced by the fair
493 rental value of that part of the premises damaged or destroyed.
494 If the rental agreement is terminated, the landlord shall comply
495 with s. 83.49(3) ~~{F.S. 1973}~~.

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

498 83.64 Retaliatory conduct.—

499 (1) It is unlawful for a landlord to discriminatorily
500 increase a tenant's rent or decrease services to a tenant, or to
501 bring or threaten to bring an action for possession or other
502 civil action, primarily because the landlord is retaliating
503 against the tenant. In order for the tenant to raise the defense
504 of retaliatory conduct, the tenant must have acted in good

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

507 (a) The tenant has complained to a governmental agency
 508 charged with responsibility for enforcement of a building,
 509 housing, or health code of a suspected violation applicable to
 510 the premises;

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

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

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

517 (e) The tenant has paid rent to a condominium,
 518 cooperative, or homeowners' association after demand from the
 519 association in order to pay the landlord's obligation to the
 520 association; or

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

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

525 723.063 Defenses to action for rent or possession;
 526 procedure.—

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

533 cure a deficiency in a notice or in the pleadings before
534 dismissal of the action.

535 (b) The defense of material noncompliance may be raised by
536 the mobile home owner only if 7 days have elapsed after he or
537 she has notified the park owner in writing of his or her
538 intention not to pay rent, or a portion thereof, based upon the
539 park owner's noncompliance with portions of this chapter,
540 specifying in reasonable detail the provisions in default. A
541 material noncompliance with this chapter by the park owner is a
542 complete defense to an action for possession based upon
543 nonpayment of rent, or a portion thereof, and, upon hearing, the
544 court or the jury, as the case may be, shall determine the
545 amount, if any, by which the rent is to be reduced to reflect
546 the diminution in value of the lot during the period of
547 noncompliance with any portion of this chapter. After
548 consideration of all other relevant issues, the court shall
549 enter appropriate judgment.

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