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LEGISLATIVE ACTION

Senate	.	House
Comm: WD	.	
04/11/2013	.	
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	.	
	.	

The Committee on Regulated Industries (Gibson) recommended the following:

1 **Senate Amendment to Amendment (884422) (with title**
2 **amendment)**

3
4 Delete lines 343 - 353

5 and insert:

6 Section 9. Section 83.57, Florida Statutes, is amended to
7 read:

8 83.57 Termination of tenancy without specific duration
9 ~~term~~.—A tenancy without a specific duration, as defined in s.
10 83.46(2) or (3), may be terminated by either party giving
11 written notice in the manner provided in s. 83.56(4), as
12 follows:



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13 (1) When the tenancy is from year to year, by giving not
14 less than 60 days' notice prior to the end of any annual
15 period.~~†~~

16 (2) When the tenancy is from quarter to quarter, by giving
17 not less than 30 days' notice prior to the end of any quarterly
18 period.~~†~~

19 (3) When the tenancy is from month to month, by giving not
20 less than 30 ~~15~~ days' notice prior to the end of any monthly
21 period. However, if the tenancy is subject to tenant-based
22 rental assistance pursuant to s. 8 of the United States Housing
23 Act of 1937, 42 U.S.C. s. 1437f(o), as amended, the tenancy may
24 be terminated by giving not less than 60 days' notice prior to
25 the end of any monthly period.~~†~~ ~~and~~

26 (4) When the tenancy is from week to week, by giving not
27 less than 7 days' notice prior to the end of any weekly period.

28 Section 10. Section 83.575, Florida Statutes, is amended to
29 read:

30 83.575 Termination of tenancy with specific duration.—

31 (1) A rental agreement with a specific duration may contain
32 a provision requiring the tenant to notify the landlord before
33 vacating the premises at the end of the rental agreement and
34 requiring the landlord to notify the tenant in writing if the
35 rental agreement will not be renewed; however, a rental
36 agreement may not require more than 60 days' notice from the
37 tenant or the landlord ~~before vacating the premises.~~

38 (2) A rental agreement with a specific duration may provide
39 that if a tenant fails to give the landlord the required notice
40 before vacating the premises at the end of the rental agreement,
41 the tenant may be liable for liquidated damages as specified in



42 the rental agreement if the landlord provides written notice to
43 the tenant specifying the tenant's obligations under the
44 notification provision contained in the lease and the date the
45 rental agreement is terminated. The landlord must provide such
46 written notice to the tenant within 15 days before the start of
47 the notification period contained in the lease. The written
48 notice shall list all fees, penalties, and other charges
49 applicable to the tenant under this subsection. The rental
50 agreement must provide a reciprocal requirement that if the
51 landlord fails to give the tenant the required notice that the
52 rental agreement will not be renewed, the rental agreement will
53 not terminate and the tenant will be entitled to continue
54 occupying the premises until the landlord gives the tenant the
55 required written notice of nonrenewal of the rental agreement
56 and the agreement expires.

57 ~~(3) If the tenant remains on the premises with the~~
58 ~~permission of the landlord after the rental agreement has~~
59 ~~terminated and fails to give notice required under s. 83.57(3),~~
60 ~~the tenant is liable to the landlord for an additional 1 month's~~
61 ~~rent.~~

62
63
64 ===== T I T L E A M E N D M E N T =====

65 And the title is amended as follows:

66 Delete lines 516 - 519

67 and insert:

68 begins upon actual knowledge; amending s. 83.57, F.S.;

69 revising notice of termination requirements for

70 certain tenancies without a specific duration;



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71 amending s. 83.575, F.S.; revising notice of
72 termination requirements for certain tenancies with a
73 specific duration; providing rental agreement
74 requirements; deleting a provision relating to the
75 liability of certain tenants;