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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/09/2013	.	
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The Committee on Regulated Industries (Stargel) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

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

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

(2) Occupancy under a contract of sale of a dwelling unit  
or the property of which it is a part in which the buyer has  
paid at least 12 months' rent or in which the buyer has paid at  
least 1 month's rent and a deposit of at least 5 percent of the



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13 purchase price of the property.

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

16 83.48 Attorney ~~Attorney's~~ fees.—In any civil action brought  
17 to enforce the provisions of the rental agreement or this part,  
18 the party in whose favor a judgment or decree has been rendered  
19 may recover reasonable attorney fees and court costs, ~~including~~  
20 ~~attorney's fees,~~ from the nonprevailing party. The right to  
21 attorney fees in this section may not be waived in a lease  
22 agreement. However, attorney fees may not be awarded under this  
23 section in a claim for personal injury damages based on a breach  
24 of duty under s. 83.51.

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

27 83.49 Deposit money or advance rent; duty of landlord and  
28 tenant.—

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

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

37 ~~(b) State the name and address of the depository where the~~  
38 ~~advance rent or security deposit is being held, whether the~~  
39 ~~advance rent or security deposit is being held in a separate~~  
40 ~~account for the benefit of the tenant or is commingled with~~  
41 ~~other funds of the landlord, and, if commingled, whether such~~



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42 ~~funds are deposited in an interest bearing account in a Florida~~  
43 ~~banking institution.~~

44 ~~(c) Include a copy of the provisions of subsection (3).~~  
45 Subsequent to providing such written notice, if the landlord  
46 changes the manner or location in which he or she is holding the  
47 advance rent or security deposit, he or she must ~~shall~~ notify  
48 the tenant within 30 days after ~~of~~ the change as provided in  
49 paragraphs (a)-(d). The landlord is not required to give new or  
50 additional notice solely because the depository has merged with  
51 another financial institution, changed its name, or transferred  
52 ownership to a different financial institution ~~according to the~~  
53 ~~provisions herein set forth.~~ This subsection does not apply to  
54 any landlord who rents fewer than five individual dwelling  
55 units. Failure to give ~~provide~~ this notice is ~~shall~~ not be a  
56 defense to the payment of rent when due. The written notice  
57 must:

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

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

62 (c) State whether the tenant is entitled to interest on the  
63 deposit.

64 (d) Contain the following disclosure:

65  
66 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE  
67 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S  
68 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
69 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS  
70 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING



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71 YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,  
72 WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S  
73 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU  
74 DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO  
75 THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE  
76 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM  
77 AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

78  
79 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE  
80 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A  
81 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY  
82 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE  
83 DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A  
84 REFUND.

85  
86 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE  
87 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE  
88 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND  
89 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

90  
91 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF  
92 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL  
93 RIGHTS AND OBLIGATIONS.

94  
95 (3) The landlord or the landlord's agent may disburse  
96 advance rents from the deposit account to the landlord's benefit  
97 when the advance rental period commences and without notice to  
98 the tenant. For all other deposits:

99 (a) Upon the vacating of the premises for termination of



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

108  
109 This is a notice of my intention to impose a claim for  
110 damages in the amount of .... upon your security deposit, due to  
111 ..... It is sent to you as required by s. 83.49(3), Florida  
112 Statutes. You are hereby notified that you must object in  
113 writing to this deduction from your security deposit within 15  
114 days from the time you receive this notice or I will be  
115 authorized to deduct my claim from your security deposit. Your  
116 objection must be sent to ...(landlord's address).....

117  
118 If the landlord fails to give the required notice within the 30-  
119 day period, he or she forfeits the right to impose a claim upon  
120 the security deposit and may not seek a setoff against the  
121 deposit but may file an action for damages after return of the  
122 deposit.

123 (b) Unless the tenant objects to the imposition of the  
124 landlord's claim or the amount thereof within 15 days after  
125 receipt of the landlord's notice of intention to impose a claim,  
126 the landlord may then deduct the amount of his or her claim and  
127 shall remit the balance of the deposit to the tenant within 30  
128 days after the date of the notice of intention to impose a claim



129 for damages. The failure of the tenant to make a timely  
130 objection does not waive any rights of the tenant to seek  
131 damages in a separate action.

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

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

150 (7) Upon the sale or transfer of title of the rental  
151 property from one owner to another, or upon a change in the  
152 designated rental agent, any and all security deposits or  
153 advance rents being held for the benefit of the tenants shall be  
154 transferred to the new owner or agent, together with any earned  
155 interest and with an accurate accounting showing the amounts to  
156 be credited to each tenant account. Upon the transfer of such  
157 funds and records to the new owner or agent ~~as stated herein,~~



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158 and upon transmittal of a written receipt therefor, the  
159 transferor is ~~shall be~~ free from the obligation imposed in  
160 subsection (1) to hold such moneys on behalf of the tenant.  
161 There is a rebuttable presumption that any new owner or agent  
162 received the security deposit from the previous owner or agent;  
163 however, this presumption is limited to 1 month's rent. This  
164 subsection does not ~~However, nothing herein shall~~ excuse the  
165 landlord or agent for a violation of other ~~the~~ provisions of  
166 this section while in possession of such deposits.

167 Section 4. The Legislature recognizes that landlords may  
168 have stocks of preprinted lease forms that comply with the  
169 notice requirements of current law. Accordingly, for leases  
170 entered into on or before December 31, 2013, a landlord may give  
171 notice that contains the disclosure required in the changes made  
172 by this act to s. 83.49, Florida Statutes, or the former notice  
173 required in s. 83.49, Florida Statutes 2012. In any event, the  
174 disclosure required by this act is only required for all leases  
175 entered into under this part on or after January 1, 2014.

176 Section 5. Section 83.50, Florida Statutes, is amended to  
177 read:

178 83.50 Disclosure of landlord's address.—

179 ~~(1)~~ In addition to any other disclosure required by law,  
180 the landlord, or a person authorized to enter into a rental  
181 agreement on the landlord's behalf, shall disclose in writing to  
182 the tenant, at or before the commencement of the tenancy, the  
183 name and address of the landlord or a person authorized to  
184 receive notices and demands in the landlord's behalf. The person  
185 so authorized to receive notices and demands retains authority  
186 until the tenant is notified otherwise. All notices of such



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187 names and addresses or changes thereto shall be delivered to the  
188 tenant's residence or, if specified in writing by the tenant, to  
189 any other address.

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

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

197 83.51 Landlord's obligation to maintain premises.-

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

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

201 (b) Where there are no applicable building, housing, or  
202 health codes, maintain the roofs, windows, ~~screens,~~ doors,  
203 floors, steps, porches, exterior walls, foundations, and all  
204 other structural components in good repair and capable of  
205 resisting normal forces and loads and the plumbing in reasonable  
206 working condition. The landlord, at commencement of the tenancy,  
207 must ensure that screens are installed in a reasonable  
208 condition. Thereafter, the landlord must repair damage to  
209 screens once annually, when necessary, until termination of the  
210 rental agreement. However,

211  
212 The landlord is ~~shall~~ not be required to maintain a mobile home  
213 or other structure owned by the tenant. The landlord's  
214 obligations under this subsection may be altered or modified in  
215 writing with respect to a single-family home or duplex.





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

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

227 2. Locks and keys.

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

229 4. Garbage removal and outside receptacles therefor.

230 5. Functioning facilities for heat during winter, running  
231 water, and hot water.

232 Section 7. Section 83.54, Florida Statutes, is amended to  
233 read:

234 83.54 Enforcement of rights and duties; civil action;  
235 criminal offenses.—Any right or duty declared in this part is  
236 enforceable by civil action. A right or duty enforced by civil  
237 action under this section does not preclude prosecution for a  
238 criminal offense related to the lease or leased property.

239 Section 8. Subsections (2) through (5) of section 83.56,  
240 Florida Statutes, are amended to read:

241 83.56 Termination of rental agreement.—

242 (2) If the tenant materially fails to comply with s. 83.52  
243 or material provisions of the rental agreement, other than a  
244 failure to pay rent, or reasonable rules or regulations, the



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245 landlord may:

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

262  
263 You are advised that your lease is terminated effective  
264 immediately. You shall have 7 days from the delivery of this  
265 letter to vacate the premises. This action is taken because  
266 ...(cite the noncompliance)....

267  
268 (b) If such noncompliance is of a nature that the tenant  
269 should be given an opportunity to cure it, deliver a written  
270 notice to the tenant specifying the noncompliance, including a  
271 notice that, if the noncompliance is not corrected within 7 days  
272 from the date that the written notice is delivered, the landlord  
273 shall terminate the rental agreement by reason thereof. Examples



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274 of such noncompliance include, but are not limited to,  
275 activities in contravention of the lease or this part ~~act~~ such  
276 as having or permitting unauthorized pets, guests, or vehicles;  
277 parking in an unauthorized manner or permitting such parking; or  
278 failing to keep the premises clean and sanitary. If such  
279 noncompliance recurs within 12 months after notice, an eviction  
280 action may commence without delivering a subsequent notice  
281 pursuant to paragraph (a) or this paragraph. The notice shall be  
282 ~~adequate if it is~~ in substantially the following form:  
283

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

292       (3) If the tenant fails to pay rent when due and the  
293 default continues for 3 days, excluding Saturday, Sunday, and  
294 legal holidays, after delivery of written demand by the landlord  
295 for payment of the rent or possession of the premises, the  
296 landlord may terminate the rental agreement. Legal holidays for  
297 the purpose of this section shall be court-observed holidays  
298 only. The 3-day notice shall contain a statement in  
299 substantially the following form:  
300

301       You are hereby notified that you are indebted to me in the  
302 sum of .... dollars for the rent and use of the premises



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303 ... (address of leased premises, including county) ..., Florida,  
304 now occupied by you and that I demand payment of the rent or  
305 possession of the premises within 3 days (excluding Saturday,  
306 Sunday, and legal holidays) from the date of delivery of this  
307 notice, to wit: on or before the .... day of ....., ... (year)....  
308 ... (landlord's name, address and phone number)...

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

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

329 (b) Any tenant who wishes to defend against an action by  
330 the landlord for possession of the unit for noncompliance of the  
331 rental agreement or of relevant statutes must ~~shall~~ comply with



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332 ~~the provisions in~~ s. 83.60(2). The court may not set a date for  
333 mediation or trial unless the provisions of s. 83.60(2) have  
334 been met, but must ~~shall~~ enter a default judgment for removal of  
335 the tenant with a writ of possession to issue immediately if the  
336 tenant fails to comply with s. 83.60(2).

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

343 Section 9. Subsection (1) of section 83.575, Florida  
344 Statutes, is amended to read:

345 83.575 Termination of tenancy with specific duration.—

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

354 Section 10. Section 83.58, Florida Statutes, is amended to  
355 read:

356 83.58 Remedies; tenant holding over.—If the tenant holds  
357 over and continues in possession of the dwelling unit or any  
358 part thereof after the expiration of the rental agreement  
359 without the permission of the landlord, the landlord may recover  
360 possession of the dwelling unit in the manner provided for in s.



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361 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the  
362 amount of rent due on the dwelling unit, or any part thereof,  
363 for the period during which the tenant refuses to surrender  
364 possession.

365 Section 11. Subsection (2) of section 83.59, Florida  
366 Statutes, is amended to read:

367 83.59 Right of action for possession.—

368 (2) A landlord, the landlord's attorney, or the landlord's  
369 agent, applying for the removal of a tenant, shall file in the  
370 county court of the county where the premises are situated a  
371 complaint describing the dwelling unit and stating the facts  
372 that authorize its recovery. A landlord's agent is not permitted  
373 to take any action other than the initial filing of the  
374 complaint, unless the landlord's agent is an attorney. The  
375 landlord is entitled to the summary procedure provided in s.  
376 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the  
377 calendar.

378 Section 12. Section 83.60, Florida Statutes, is amended to  
379 read:

380 83.60 Defenses to action for rent or possession;  
381 procedure.—

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



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390 in a notice or in the pleadings before dismissal of the action.

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

408 (2) In an action by the landlord for possession of a  
409 dwelling unit, if the tenant interposes any defense other than  
410 payment, including, but not limited to, the defense of a  
411 defective 3-day notice, the tenant shall pay into the registry  
412 of the court the accrued rent as alleged in the complaint or as  
413 determined by the court and the rent that ~~which~~ accrues during  
414 the pendency of the proceeding, when due. The clerk shall notify  
415 the tenant of such requirement in the summons. Failure of the  
416 tenant to pay the rent into the registry of the court or to file  
417 a motion to determine the amount of rent to be paid into the  
418 registry within 5 days, excluding Saturdays, Sundays, and legal



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419 holidays, after the date of service of process constitutes an  
420 absolute waiver of the tenant's defenses other than payment, and  
421 the landlord is entitled to an immediate default judgment for  
422 removal of the tenant with a writ of possession to issue without  
423 further notice or hearing thereon. If ~~In the event~~ a motion to  
424 determine rent is filed, documentation in support of the  
425 allegation that the rent as alleged in the complaint is in error  
426 is required. Public housing tenants or tenants receiving rent  
427 subsidies are ~~shall be~~ required to deposit only that portion of  
428 the full rent for which they are ~~the tenant is~~ responsible  
429 pursuant to the federal, state, or local program in which they  
430 are participating.

431 Section 13. Subsection (1) of section 83.62, Florida  
432 Statutes, is amended to read:

433 83.62 Restoration of possession to landlord.—

434 (1) In an action for possession, after entry of judgment in  
435 favor of the landlord, the clerk shall issue a writ to the  
436 sheriff describing the premises and commanding the sheriff to  
437 put the landlord in possession after 24 hours' notice  
438 conspicuously posted on the premises. Saturdays, Sundays, and  
439 legal holidays do not stay the 24-hour notice period.

440 Section 14. Section 83.63, Florida Statutes, is amended to  
441 read:

442 83.63 Casualty damage.—If the premises are damaged or  
443 destroyed other than by the wrongful or negligent acts of the  
444 tenant so that the enjoyment of the premises is substantially  
445 impaired, the tenant may terminate the rental agreement and  
446 immediately vacate the premises. The tenant may vacate the part  
447 of the premises rendered unusable by the casualty, in which case





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448 the tenant's liability for rent shall be reduced by the fair  
449 rental value of that part of the premises damaged or destroyed.  
450 If the rental agreement is terminated, the landlord shall comply  
451 with s. 83.49(3) ~~{F.S. 1973}~~.

452 Section 15. Subsection (1) of section 83.64, Florida  
453 Statutes, is amended to read:

454 83.64 Retaliatory conduct.-

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

463 (a) The tenant has complained to a governmental agency  
464 charged with responsibility for enforcement of a building,  
465 housing, or health code of a suspected violation applicable to  
466 the premises;

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

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

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

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

476 (f) The tenant has exercised his or her rights under local,



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477 state, or federal fair housing laws.

478 Section 16. This act shall take effect July 1, 2013.

479  
480 ===== T I T L E A M E N D M E N T =====

481 And the title is amended as follows:

482 Delete everything before the enacting clause  
483 and insert:

484 A bill to be entitled  
485 An act relating to landlords and tenants; amending s.  
486 83.42, F.S.; revising exclusions from applicability of  
487 the Florida Residential Landlord and Tenant Act;  
488 amending s. 83.48, F.S.; providing that the right to  
489 attorney fees may not be waived in a lease agreement;  
490 providing that attorney fees may not be awarded in a  
491 claim for personal injury damages based on a breach of  
492 duty of premises maintenance; amending s. 83.49, F.S.;  
493 revising and providing landlord disclosure  
494 requirements with respect to security deposits and  
495 advance rent; providing requirements for the  
496 disbursement of advance rents; providing a limited  
497 rebuttable presumption of receipt of security  
498 deposits; providing for applicability of changes made  
499 by the act to certain disclosure requirements;  
500 amending s. 83.50, F.S.; removing certain landlord  
501 disclosure requirements relating to fire protection;  
502 amending s. 83.51, F.S.; revising a landlord's  
503 obligation to maintain a premises with respect to  
504 screens; amending s. 83.54, F.S.; providing that  
505 enforcement of a right or duty under the Florida



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506 Residential Landlord and Tenant Act by civil action  
507 does not preclude prosecution of a criminal offense;  
508 amending s. 83.56, F.S.; revising procedures for the  
509 termination of a rental agreement by a landlord;  
510 revising notice procedures; providing that a landlord  
511 does not waive the right to terminate the rental  
512 agreement or to bring a civil action for noncompliance  
513 by accepting partial rent, subject to certain notice;  
514 providing that the period to institute an action  
515 before an exemption involving rent subsidies is waived  
516 begins upon actual knowledge; amending s. 83.575,  
517 F.S.; revising requirements for the termination of a  
518 tenancy having a specific duration to provide for  
519 reciprocal notice provisions in rental agreements;  
520 amending ss. 83.58 and 83.59, F.S.; conforming cross-  
521 references; amending s. 83.60, F.S.; providing that a  
522 landlord must be given an opportunity to cure a  
523 deficiency in any notice or pleadings before dismissal  
524 of an eviction action; making technical changes;  
525 amending s. 83.62, F.S.; revising procedures for the  
526 restoration of possession to a landlord to provide  
527 that weekends and holidays do not stay the applicable  
528 notice period; amending s. 83.63, F.S.; conforming a  
529 cross-reference; amending s. 83.64, F.S.; providing  
530 examples of conduct for which the landlord may not  
531 retaliate; providing an effective date.