

By the Committee on Judiciary; and Senator Stargel

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1 A bill to be entitled
2 An act relating to landlords and tenants; amending s.
3 83.42, F.S.; revising exclusions from applicability of
4 the Florida Residential Landlord and Tenant Act;
5 amending s. 83.48, F.S.; providing that the right to
6 attorney fees may not be waived in a lease agreement;
7 providing that attorney fees may not be awarded in a
8 claim for personal injury damages based on a breach of
9 duty of premises maintenance; amending s. 83.49, F.S.;
10 revising and providing landlord disclosure
11 requirements with respect to security deposits and
12 advance rent; providing requirements for the
13 disbursement of advance rents; providing a limited
14 rebuttable presumption of receipt of security
15 deposits; providing for applicability of changes made
16 by the act to certain disclosure requirements;
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. 83.54, F.S.; providing that
22 enforcement of a right or duty under the Florida
23 Residential Landlord and Tenant Act by civil action
24 does not preclude prosecution of a criminal offense;
25 amending s. 83.56, F.S.; revising procedures for the
26 termination of a rental agreement by a landlord;
27 revising notice procedures; providing that a landlord
28 does not waive the right to terminate the rental
29 agreement or to bring a civil action for noncompliance

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30 by accepting partial rent, subject to certain notice;
31 providing that the period to institute an action
32 before an exemption involving rent subsidies is waived
33 begins upon actual knowledge; amending s. 83.575,
34 F.S.; revising requirements for the termination of a
35 tenancy having a specific duration to provide for
36 reciprocal notice provisions in rental agreements;
37 amending ss. 83.58 and 83.59, F.S.; conforming cross-
38 references; amending s. 83.60, F.S.; providing that a
39 court may allow the landlord the opportunity to
40 correct a deficiency in any notice or pleadings before
41 dismissal of an eviction action; making technical
42 changes; amending s. 83.62, F.S.; revising procedures
43 for the restoration of possession to a landlord to
44 provide that weekends and holidays do not stay the
45 applicable notice period; amending s. 83.63, F.S.;
46 conforming a cross-reference; amending s. 83.64, F.S.;
47 providing examples of conduct for which the landlord
48 may not retaliate; 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 the buyer has
58 paid at least 12 months' rent or in which the buyer has paid at

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59 least 1 month's rent and a deposit of at least 5 percent of the
60 purchase price of the property.

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

63 83.48 Attorney ~~Attorney's~~ fees.—In any civil action brought
64 to enforce the provisions of the rental agreement or this part,
65 the party in whose favor a judgment or decree has been rendered
66 may recover reasonable attorney fees and court costs,~~including~~
67 ~~attorney's fees,~~ from the nonprevailing party. The right to
68 attorney fees in this section may not be waived in a lease
69 agreement. However, attorney fees may not be awarded under this
70 section in a claim for personal injury damages based on a breach
71 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 30
77 days after ~~of~~ receipt of advance rent or a security deposit,
78 give 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~~

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

109 (c) State whether the tenant is entitled to interest on the
110 deposit.

111 (d) Contain the following disclosure:

112
113 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
114 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS
115 THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST
116 GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND

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117 YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU
118 NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
119 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
120 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
121 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD
122 WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT,
123 IF ANY.

124

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

130

131 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
132 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
133 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
134 THE LOSING PARTY.

135

136 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
137 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
138 OBLIGATIONS.

139

140 (3) The landlord or the landlord's agent may disburse
141 advance rents from the deposit account to the landlord's benefit
142 when the advance rental period commences and without notice to
143 the tenant. For all other deposits:

144

145 (a) Upon the vacating of the premises for termination of
the lease, if the landlord does not intend to impose a claim on

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146 the security deposit, the landlord shall have 15 days to return
147 the security deposit together with interest if otherwise
148 required, or the landlord shall have 30 days to give the tenant
149 written notice by certified mail to the tenant's last known
150 mailing address of his or her intention to impose a claim on the
151 deposit and the reason for imposing the claim. The notice shall
152 contain a statement in substantially the following form:
153

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

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

168 (b) Unless the tenant objects to the imposition of the
169 landlord's claim or the amount thereof within 15 days after
170 receipt of the landlord's notice of intention to impose a claim,
171 the landlord may then deduct the amount of his or her claim and
172 shall remit the balance of the deposit to the tenant within 30
173 days after the date of the notice of intention to impose a claim
174 for damages. The failure of the tenant to make a timely

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175 objection does not waive any rights of the tenant to seek
176 damages in a separate action.

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

182 (d) Compliance with this section by an individual or
183 business entity authorized to conduct business in this state,
184 including Florida-licensed real estate brokers and sales
185 associates, constitutes ~~shall constitute~~ compliance with all
186 other relevant Florida Statutes pertaining to security deposits
187 held pursuant to a rental agreement or other landlord-tenant
188 relationship. Enforcement personnel shall look solely to this
189 section to determine compliance. This section prevails over any
190 conflicting provisions in chapter 475 and in other sections of
191 the Florida Statutes, and shall operate to permit licensed real
192 estate brokers to disburse security deposits and deposit money
193 without having to comply with the notice and settlement
194 procedures contained in s. 475.25(1)(d).

195 (7) Upon the sale or transfer of title of the rental
196 property from one owner to another, or upon a change in the
197 designated rental agent, any and all security deposits or
198 advance rents being held for the benefit of the tenants shall be
199 transferred to the new owner or agent, together with any earned
200 interest and with an accurate accounting showing the amounts to
201 be credited to each tenant account. Upon the transfer of such
202 funds and records to the new owner or agent ~~as stated herein~~,
203 and upon transmittal of a written receipt therefor, the

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204 transferor is ~~shall be~~ free from the obligation imposed in
205 subsection (1) to hold such moneys on behalf of the tenant.
206 There is a rebuttable presumption that any new owner or agent
207 received the security deposit from the previous owner or agent;
208 however, this presumption is limited to 1 month's rent. This
209 subsection does not ~~However, nothing herein shall~~ excuse the
210 landlord or agent for a violation of other ~~the~~ provisions of
211 this section while in possession of such deposits.

212 Section 4. The Legislature recognizes that landlords may
213 have stocks of preprinted lease forms that comply with the
214 notice requirements of current law. Accordingly, for leases
215 entered into on or before December 31, 2013, a landlord may give
216 notice that contains the disclosure required in the changes made
217 by this act to s. 83.49, Florida Statutes, or the former notice
218 required in s. 83.49, Florida Statutes 2012. In any event, the
219 disclosure required by this act is only required for all leases
220 entered into under this part on or after January 1, 2014.

221 Section 5. Section 83.50, Florida Statutes, is amended to
222 read:

223 83.50 Disclosure of landlord's address.—

224 ~~(1)~~ In addition to any other disclosure required by law,
225 the landlord, or a person authorized to enter into a rental
226 agreement on the landlord's behalf, shall disclose in writing to
227 the tenant, at or before the commencement of the tenancy, the
228 name and address of the landlord or a person authorized to
229 receive notices and demands in the landlord's behalf. The person
230 so authorized to receive notices and demands retains authority
231 until the tenant is notified otherwise. All notices of such
232 names and addresses or changes thereto shall be delivered to the

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233 tenant's residence or, if specified in writing by the tenant, to
234 any other address.

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

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

242 83.51 Landlord's obligation to maintain premises.—

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

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

246 (b) Where there are no applicable building, housing, or
247 health codes, maintain the roofs, windows, ~~screens,~~ doors,
248 floors, steps, porches, exterior walls, foundations, and all
249 other structural components in good repair and capable of
250 resisting normal forces and loads and the plumbing in reasonable
251 working condition. The landlord, at commencement of the tenancy,
252 must ensure that screens are installed in a reasonable
253 condition. Thereafter, the landlord must repair damage to
254 screens once annually, when necessary, until termination of the
255 rental agreement. However,

256
257 The landlord is ~~shall~~ not ~~be~~ required to maintain a mobile
258 home or other structure owned by the tenant. The landlord's
259 obligations under this subsection may be altered or modified in
260 writing with respect to a single-family home or duplex.

261 (2) (a) Unless otherwise agreed in writing, in addition to

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262 the requirements of subsection (1), the landlord of a dwelling
263 unit other than a single-family home or duplex shall, at all
264 times during the tenancy, make reasonable provisions for:

265 1. The extermination of rats, mice, roaches, ants, wood-
266 destroying organisms, and bedbugs. When vacation of the premises
267 is required for such extermination, the landlord is ~~shall~~ not be
268 liable for damages but shall abate the rent. The tenant must
269 ~~shall be required to~~ temporarily vacate the premises for a
270 period of time not to exceed 4 days, on 7 days' written notice,
271 if necessary, for extermination pursuant to this subparagraph.

272 2. Locks and keys.

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

274 4. Garbage removal and outside receptacles therefor.

275 5. Functioning facilities for heat during winter, running
276 water, and hot water.

277 Section 7. Section 83.54, Florida Statutes, is amended to
278 read:

279 83.54 Enforcement of rights and duties; civil action;
280 criminal offenses.—Any right or duty declared in this part is
281 enforceable by civil action. A right or duty enforced by civil
282 action under this section does not preclude prosecution for a
283 criminal offense related to the lease or leased property.

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

286 83.56 Termination of rental agreement.—

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

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291 (a) If such noncompliance is of a nature that the tenant
292 should not be given an opportunity to cure it or if the
293 noncompliance constitutes a subsequent or continuing
294 noncompliance within 12 months of a written warning by the
295 landlord of a similar violation, deliver a written notice to the
296 tenant specifying the noncompliance and the landlord's intent to
297 terminate the rental agreement by reason thereof. Examples of
298 noncompliance which are of a nature that the tenant should not
299 be given an opportunity to cure include, but are not limited to,
300 destruction, damage, or misuse of the landlord's or other
301 tenants' property by intentional act or a subsequent or
302 continued unreasonable disturbance. In such event, the landlord
303 may terminate the rental agreement, and the tenant shall have 7
304 days from the date that the notice is delivered to vacate the
305 premises. The notice shall be ~~adequate if it is~~ in substantially
306 the following form:

307
308 You are advised that your lease is terminated effective
309 immediately. You shall have 7 days from the delivery of this
310 letter to vacate the premises. This action is taken because
311 ...(cite the noncompliance)....

312
313 (b) If such noncompliance is of a nature that the tenant
314 should be given an opportunity to cure it, deliver a written
315 notice to the tenant specifying the noncompliance, including a
316 notice that, if the noncompliance is not corrected within 7 days
317 from the date that the written notice is delivered, the landlord
318 shall terminate the rental agreement by reason thereof. Examples
319 of such noncompliance include, but are not limited to,

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320 activities in contravention of the lease or this part ~~act~~ such
321 as having or permitting unauthorized pets, guests, or vehicles;
322 parking in an unauthorized manner or permitting such parking; or
323 failing to keep the premises clean and sanitary. If such
324 noncompliance recurs within 12 months after notice, an eviction
325 action may commence without delivering a subsequent notice
326 pursuant to paragraph (a) or this paragraph, so long as the
327 complaint in the eviction action specifies the date, time,
328 place, and specific facts of the alleged subsequent non-
329 compliance so as to allow the tenant to be able to be aware of
330 the allegations against the tenant and to prepare a defense. The
331 notice shall be ~~adequate if it is~~ in substantially the following
332 form:

333
334 You are hereby notified that ...(cite the
335 noncompliance).... Demand is hereby made that you remedy the
336 noncompliance within 7 days of receipt of this notice or your
337 lease shall be deemed terminated and you shall vacate the
338 premises upon such termination. If this same conduct or conduct
339 of a similar nature is repeated within 12 months, your tenancy
340 is subject to termination without further warning and without
341 your being given an opportunity to cure the noncompliance.

342
343 (3) If the tenant fails to pay rent when due and the
344 default continues for 3 days, excluding Saturday, Sunday, and
345 legal holidays, after delivery of written demand by the landlord
346 for payment of the rent or possession of the premises, the
347 landlord may terminate the rental agreement. Legal holidays for
348 the purpose of this section shall be court-observed holidays

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349 only. The 3-day notice shall contain a statement in
350 substantially the following form:

351

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

360

361 (4) The delivery of the written notices required by
362 subsections (1), (2), and (3) shall be by mailing or delivery of
363 a true copy thereof or, if the tenant is absent from the
364 premises, by leaving a copy thereof at the residence. The notice
365 requirements of subsections (1), (2), and (3) may not be waived
366 in the lease.

367

368 (5) (a) If the landlord accepts rent with actual knowledge
369 of a noncompliance by the tenant or accepts performance by the
370 tenant of any other provision of the rental agreement that is at
371 variance with its provisions, or if the tenant pays rent with
372 actual knowledge of a noncompliance by the landlord or accepts
373 performance by the landlord of any other provision of the rental
374 agreement that is at variance with its provisions, the landlord
375 or tenant waives his or her right to terminate the rental
376 agreement or to bring a civil action for that noncompliance, but
377 not for any subsequent or continuing noncompliance. However, a
landlord does not waive the right to terminate the rental

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378 agreement or to bring a civil action for that noncompliance by
379 accepting partial rent for the period.

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

388 (c) This subsection does not apply to that portion of rent
389 subsidies received from a local, state, or national government
390 or an agency of local, state, or national government; however,
391 waiver will occur if an action has not been instituted within 45
392 days after the landlord obtains actual knowledge of the
393 noncompliance.

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

396 83.575 Termination of tenancy with specific duration.—

397 (1) A rental agreement with a specific duration may contain
398 a provision requiring the tenant to notify the landlord within a
399 specified period before vacating the premises at the end of the
400 rental agreement, if such provision requires the landlord to
401 notify the tenant within such notice period if the rental
402 agreement will not be renewed; however, a rental agreement may
403 not require more than 60 days' notice from either the tenant or
404 the landlord before vacating the premises.

405 Section 10. Section 83.58, Florida Statutes, is amended to
406 read:

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407 83.58 Remedies; tenant holding over.—If the tenant holds
408 over and continues in possession of the dwelling unit or any
409 part thereof after the expiration of the rental agreement
410 without the permission of the landlord, the landlord may recover
411 possession of the dwelling unit in the manner provided for in s.
412 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
413 amount of rent due on the dwelling unit, or any part thereof,
414 for the period during which the tenant refuses to surrender
415 possession.

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

418 83.59 Right of action for possession.—

419 (2) A landlord, the landlord's attorney, or the landlord's
420 agent, applying for the removal of a tenant, shall file in the
421 county court of the county where the premises are situated a
422 complaint describing the dwelling unit and stating the facts
423 that authorize its recovery. A landlord's agent is not permitted
424 to take any action other than the initial filing of the
425 complaint, unless the landlord's agent is an attorney. The
426 landlord is entitled to the summary procedure provided in s.
427 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
428 calendar.

429 Section 12. Section 83.60, Florida Statutes, is amended to
430 read:

431 83.60 Defenses to action for rent or possession;
432 procedure.—

433 (1) (a) In an action by the landlord for possession of a
434 dwelling unit based upon nonpayment of rent or in an action by
435 the landlord under s. 83.55 seeking to recover unpaid rent, the

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436 tenant may defend upon the ground of a material noncompliance
437 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
438 whether legal or equitable, that he or she may have, including
439 the defense of retaliatory conduct in accordance with s. 83.64.
440 The court may allow the landlord the opportunity to correct a
441 minor procedural deficiency in a notice or pleading before
442 dismissal of the action.

443 (b) The defense of a material noncompliance with s.
444 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
445 elapsed after the delivery of written notice by the tenant to
446 the landlord, specifying the noncompliance and indicating the
447 intention of the tenant not to pay rent by reason thereof. Such
448 notice by the tenant may be given to the landlord, the
449 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
450 a resident manager, or the person or entity who collects the
451 rent on behalf of the landlord. A material noncompliance with s.
452 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
453 action for possession based upon nonpayment of rent, and, upon
454 hearing, the court or the jury, as the case may be, shall
455 determine the amount, if any, by which the rent is to be reduced
456 to reflect the diminution in value of the dwelling unit during
457 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
458 consideration of all other relevant issues, the court shall
459 enter appropriate judgment.

460 (2) In an action by the landlord for possession of a
461 dwelling unit, if the tenant interposes any defense other than
462 payment, including, but not limited to, the defense of a
463 defective 3-day notice, the tenant shall pay into the registry
464 of the court the accrued rent as alleged in the complaint or as

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465 determined by the court and the rent that ~~which~~ accrues during
466 the pendency of the proceeding, when due. The clerk shall notify
467 the tenant of such requirement in the summons. Failure of the
468 tenant to pay the rent into the registry of the court or to file
469 a motion to determine the amount of rent to be paid into the
470 registry within 5 days, excluding Saturdays, Sundays, and legal
471 holidays, after the date of service of process constitutes an
472 absolute waiver of the tenant's defenses other than payment, and
473 the landlord is entitled to an immediate default judgment for
474 removal of the tenant with a writ of possession to issue without
475 further notice or hearing thereon. If ~~In the event~~ a motion to
476 determine rent is filed, documentation in support of the
477 allegation that the rent as alleged in the complaint is in error
478 is required. Public housing tenants or tenants receiving rent
479 subsidies are ~~shall be~~ required to deposit only that portion of
480 the full rent for which they are ~~the tenant is~~ responsible
481 pursuant to the federal, state, or local program in which they
482 are participating.

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

485 83.62 Restoration of possession to landlord.—

486 (1) In an action for possession, after entry of judgment in
487 favor of the landlord, the clerk shall issue a writ to the
488 sheriff describing the premises and commanding the sheriff to
489 put the landlord in possession after 24 hours' notice
490 conspicuously posted on the premises. Saturdays, Sundays, and
491 legal holidays do not stay the 24-hour notice period.

492 Section 14. Section 83.63, Florida Statutes, is amended to
493 read:

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

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

506 83.64 Retaliatory conduct.—

507 (1) It is unlawful for a landlord to discriminatorily
508 increase a tenant's rent or decrease services to a tenant, or to
509 bring or threaten to bring an action for possession or other
510 civil action, primarily because the landlord is retaliating
511 against the tenant. In order for the tenant to raise the defense
512 of retaliatory conduct, the tenant must have acted in good
513 faith. Examples of conduct for which the landlord may not
514 retaliate include, but are not limited to, situations where:

515 (a) The tenant has complained to a governmental agency
516 charged with responsibility for enforcement of a building,
517 housing, or health code of a suspected violation applicable to
518 the premises;

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

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

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

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

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

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