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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. 83.56, F.S.; revising procedures
22 for the termination of a rental agreement by a
23 landlord; revising notice procedures; providing that a
24 landlord does not waive the right to terminate the
25 rental agreement or to bring a civil action for
26 noncompliance by accepting partial rent, subject to
27 certain notice; providing that the period to institute
28 an action before an exemption involving rent subsidies

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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

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

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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
 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
 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 attorney fees and court
 67 costs, ~~including attorney's fees,~~ from the nonprevailing party.
 68 The right to attorney fees in this section may not be waived in
 69 a lease agreement. However, attorney fees may not be awarded
 70 under this section in a claim for personal injury damages based
 71 on a 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 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~~
 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
 110 the deposit.

111 (d) Contain the following disclosure:
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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 IS RENDERED WILL BE AWARDED COSTS AND
139 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

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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-

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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 deposit from the previous owner or agent;
 213 however, this presumption is limited to 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 comply with the
 219 notice requirements of current law. Accordingly, for leases
 220 entered into on or before December 31, 2013, a landlord may give
 221 notice that contains the disclosure required in the changes made
 222 by this act to s. 83.49, Florida Statutes, or the former notice
 223 required in s. 83.49, Florida Statutes 2012. The disclosure
 224 required by this act is required for all leases entered into on

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225 or after January 1, 2014.

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

228 83.50 Disclosure of landlord's address.—

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

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

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

247 83.51 Landlord's obligation to maintain premises.—

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

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

251 (b) Where there are no applicable building, housing, or
252 health codes, maintain the roofs, windows, ~~screens,~~ doors,

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

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

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

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

273 2. Locks and keys.

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

275 4. Garbage removal and outside receptacles therefor.

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

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

280 83.56 Termination of rental agreement.—

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

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

301
 302 You are advised that your lease is terminated effective
 303 immediately. You shall have 7 days from the delivery of this
 304 letter to vacate the premises. This action is taken because
 305 ... (cite the noncompliance)

306
 307 (b) If such noncompliance is of a nature that the tenant
 308 should be given an opportunity to cure it, deliver a written

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309 notice to the tenant specifying the noncompliance, including a
 310 notice that, if the noncompliance is not corrected within 7 days
 311 from the date that the written notice is delivered, the landlord
 312 shall terminate the rental agreement by reason thereof. Examples
 313 of such noncompliance include, but are not limited to,
 314 activities in contravention of the lease or this part ~~act~~ such
 315 as having or permitting unauthorized pets, guests, or vehicles;
 316 parking in an unauthorized manner or permitting such parking; or
 317 failing to keep the premises clean and sanitary. If such
 318 noncompliance recurs within 12 months after notice, an eviction
 319 action may commence without delivering a subsequent notice
 320 pursuant to paragraph (a) or this paragraph. The notice shall be
 321 ~~adequate if it is~~ in substantially the following form:

322
 323 You are hereby notified that ...(cite the
 324 noncompliance).... Demand is hereby made that you remedy the
 325 noncompliance within 7 days of receipt of this notice or your
 326 lease shall be deemed terminated and you shall vacate the
 327 premises upon such termination. If this same conduct or conduct
 328 of a similar nature is repeated within 12 months, your tenancy
 329 is subject to termination without further warning and without
 330 your being given an opportunity to cure the noncompliance.

331
 332 (3) If the tenant fails to pay rent when due and the
 333 default continues for 3 days, excluding Saturday, Sunday, and
 334 legal holidays, after delivery of written demand by the landlord
 335 for payment of the rent or possession of the premises, the
 336 landlord may terminate the rental agreement. Legal holidays for

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337 the purpose of this section shall be court-observed holidays
 338 only. The 3-day notice shall contain a statement in
 339 substantially the following form:

340
 341 You are hereby notified that you are indebted to me in the
 342 sum of dollars for the rent and use of the premises
 343 ...(address of leased premises, including county)..., Florida,
 344 now occupied by you and that I demand payment of the rent or
 345 possession of the premises within 3 days (excluding Saturday,
 346 Sunday, and legal holidays) from the date of delivery of this
 347 notice, to wit: on or before the day of, ...(year)....
 348 ...(landlord's name, address and phone number)...

349
 350 (4) The delivery of the written notices required by
 351 subsections (1), (2), and (3) shall be by mailing or delivery of
 352 a true copy thereof or, if the tenant is absent from the
 353 premises, by leaving a copy thereof at the residence. The notice
 354 requirements of subsections (1), (2), and (3) may not be waived
 355 in the lease.

356 (5) (a) If the landlord accepts rent with actual knowledge
 357 of a noncompliance by the tenant or accepts performance by the
 358 tenant of any other provision of the rental agreement that is at
 359 variance with its provisions, or if the tenant pays rent with
 360 actual knowledge of a noncompliance by the landlord or accepts
 361 performance by the landlord of any other provision of the rental
 362 agreement that is at variance with its provisions, the landlord
 363 or tenant waives his or her right to terminate the rental
 364 agreement or to bring a civil action for that noncompliance, but

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365 not for any subsequent or continuing noncompliance. However, a
366 landlord does not waive the right to terminate the rental
367 agreement or to bring a civil action for that noncompliance by
368 accepting partial rent for the period.

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

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

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

385 83.575 Termination of tenancy with specific duration.—

386 (1) A rental agreement with a specific duration may
387 contain a provision requiring the tenant to notify the landlord
388 within a specified period before vacating the premises at the
389 end of the rental agreement, if such provision requires the
390 landlord to notify the tenant within such notice period if the
391 rental agreement will not be renewed; however, a rental
392 agreement may not require more than 60 days' notice from either

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393 the tenant or the landlord ~~before vacating the premises.~~

394 Section 9. Section 83.58, Florida Statutes, is amended to
395 read:

396 83.58 Remedies; tenant holding over.—If the tenant holds
397 over and continues in possession of the dwelling unit or any
398 part thereof after the expiration of the rental agreement
399 without the permission of the landlord, the landlord may recover
400 possession of the dwelling unit in the manner provided for in s.
401 83.59 ~~[F.S. 1973]~~. The landlord may also recover double the
402 amount of rent due on the dwelling unit, or any part thereof,
403 for the period during which the tenant refuses to surrender
404 possession.

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

407 83.59 Right of action for possession.—

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

418 Section 11. Section 83.60, Florida Statutes, is amended to
419 read:

420 83.60 Defenses to action for rent or possession;

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421 procedure.—

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

431 (b) The defense of a material noncompliance with s.
432 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
433 elapsed after the delivery of written notice by the tenant to
434 the landlord, specifying the noncompliance and indicating the
435 intention of the tenant not to pay rent by reason thereof. Such
436 notice by the tenant may be given to the landlord, the
437 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
438 a resident manager, or the person or entity who collects the
439 rent on behalf of the landlord. A material noncompliance with s.
440 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
441 action for possession based upon nonpayment of rent, and, upon
442 hearing, the court or the jury, as the case may be, shall
443 determine the amount, if any, by which the rent is to be reduced
444 to reflect the diminution in value of the dwelling unit during
445 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
446 consideration of all other relevant issues, the court shall
447 enter appropriate judgment.

448 (2) In an action by the landlord for possession of a

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

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

473 83.62 Restoration of possession to landlord.—

474 (1) In an action for possession, after entry of judgment
475 in favor of the landlord, the clerk shall issue a writ to the
476 sheriff describing the premises and commanding the sheriff to

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477 put the landlord in possession after 24 hours' notice
478 conspicuously posted on the premises. Saturdays, Sundays, and
479 legal holidays do not stay the 24-hour notice period.

480 Section 13. Section 83.63, Florida Statutes, is amended to
481 read:

482 83.63 Casualty damage.—If the premises are damaged or
483 destroyed other than by the wrongful or negligent acts of the
484 tenant so that the enjoyment of the premises is substantially
485 impaired, the tenant may terminate the rental agreement and
486 immediately vacate the premises. The tenant may vacate the part
487 of the premises rendered unusable by the casualty, in which case
488 the tenant's liability for rent shall be reduced by the fair
489 rental value of that part of the premises damaged or destroyed.
490 If the rental agreement is terminated, the landlord shall comply
491 with s. 83.49(3) ~~{F.S. 1973}~~.

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

494 83.64 Retaliatory conduct.—

495 (1) It is unlawful for a landlord to discriminatorily
496 increase a tenant's rent or decrease services to a tenant, or to
497 bring or threaten to bring an action for possession or other
498 civil action, primarily because the landlord is retaliating
499 against the tenant. In order for the tenant to raise the defense
500 of retaliatory conduct, the tenant must have acted in good
501 faith. Examples of conduct for which the landlord may not
502 retaliate include, but are not limited to, situations where:

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

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505 housing, or health code of a suspected violation applicable to
 506 the premises;

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

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

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

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

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

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

521 723.063 Defenses to action for rent or possession;
 522 procedure.—

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

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

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

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