

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
 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 | landlord must be given an opportunity to cure a
 40 | deficiency in any notice or pleadings before dismissal
 41 | of an eviction action; making technical changes;
 42 | amending s. 83.62, F.S.; revising procedures for the
 43 | restoration of possession to a landlord to provide
 44 | that weekends and holidays do not stay the applicable
 45 | notice period; amending s. 83.63, F.S.; conforming a
 46 | cross-reference; amending s. 83.64, F.S.; providing
 47 | examples of conduct for which the landlord may not
 48 | retaliate; amending s. 723.063, F.S.; providing that a
 49 | mobile home park owner must be given an opportunity to
 50 | cure a deficiency in any notice or pleadings before
 51 | dismissal of an eviction action; providing an
 52 | effective date.

53 |
 54 | Be It Enacted by the Legislature of the State of Florida:
 55 |

56 | Section 1. Subsection (2) of section 83.42, Florida

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57 Statutes, is amended to read:

58 83.42 Exclusions from application of part.—This part does
59 not apply to:

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

65 Section 2. Section 83.48, Florida Statutes, is amended to
66 read:

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

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

78 83.49 Deposit money or advance rent; duty of landlord and
79 tenant.—

80 (2) The landlord shall, in the lease agreement or within
81 30 days after ~~of~~ receipt of advance rent or a security deposit,
82 give written notice to ~~notify~~ the tenant which includes
83 disclosure of in writing of the manner in which the landlord is
84 ~~holding~~ the advance rent or security deposit ~~and the rate of~~

85 ~~interest, if any, which the tenant is to receive and the time of~~
 86 ~~interest payments to the tenant. Such written notice shall:~~

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

88 ~~(b) State the name and address of the depository where the~~
 89 ~~advance rent or security deposit is being held, whether the~~
 90 ~~advance rent or security deposit is being held in a separate~~
 91 ~~account for the benefit of the tenant or is commingled with~~
 92 ~~other funds of the landlord, and, if commingled, whether such~~
 93 ~~funds are deposited in an interest-bearing account in a Florida~~
 94 ~~banking institution.~~

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

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

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

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

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113 (c) State whether the tenant is entitled to interest on
114 the deposit.

115 (d) Contain the following disclosure:

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

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

139
140 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE

141 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE
142 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND
143 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

144
145 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
146 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
147 RIGHTS AND OBLIGATIONS.

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

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

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

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169 authorized to deduct my claim from your security deposit. Your
170 objection must be sent to ...(landlord's address)....

171
172 If the landlord fails to give the required notice within the 30-
173 day period, he or she forfeits the right to impose a claim upon
174 the security deposit and may not seek a setoff against the
175 deposit but may file an action for damages after return of the
176 deposit.

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

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

191 (d) Compliance with this section by an individual or
192 business entity authorized to conduct business in this state,
193 including Florida-licensed real estate brokers and sales
194 associates, constitutes ~~shall constitute~~ compliance with all
195 other relevant Florida Statutes pertaining to security deposits
196 held pursuant to a rental agreement or other landlord-tenant

197 relationship. Enforcement personnel shall look solely to this
198 section to determine compliance. This section prevails over any
199 conflicting provisions in chapter 475 and in other sections of
200 the Florida Statutes, and shall operate to permit licensed real
201 estate brokers to disburse security deposits and deposit money
202 without having to comply with the notice and settlement
203 procedures contained in s. 475.25(1)(d).

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

221 Section 4. The Legislature recognizes that landlords may
222 have stocks of preprinted lease forms that comply with the
223 notice requirements of current law. Accordingly, for leases
224 entered into on or before December 31, 2013, a landlord may give

225 notice that contains the disclosure required in the changes made
 226 by this act to s. 83.49, Florida Statutes, or the former notice
 227 required in s. 83.49, Florida Statutes 2012. The disclosure
 228 required by this act is required for all leases entered into on
 229 or after January 1, 2014.

230 Section 5. Section 83.50, Florida Statutes, is amended to
 231 read:

232 83.50 Disclosure of landlord's address.—

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

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

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

251 83.51 Landlord's obligation to maintain premises.—

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

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

255 (b) Where there are no applicable building, housing, or
 256 health codes, maintain the roofs, windows, ~~screens~~, doors,
 257 floors, steps, porches, exterior walls, foundations, and all
 258 other structural components in good repair and capable of
 259 resisting normal forces and loads and the plumbing in reasonable
 260 working condition. The landlord, at commencement of the tenancy,
 261 must ensure that screens are installed in a reasonable
 262 condition. Thereafter, the landlord must repair damage to
 263 screens once annually, when necessary, until termination of the
 264 rental agreement. ~~However,~~

265
 266 The landlord is ~~shall~~ not ~~be~~ required to maintain a mobile home
 267 or other structure owned by the tenant. The landlord's
 268 obligations under this subsection may be altered or modified in
 269 writing with respect to a single-family home or duplex.

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

274 1. The extermination of rats, mice, roaches, ants, wood-
 275 destroying organisms, and bedbugs. When vacation of the premises
 276 is required for such extermination, the landlord is ~~shall~~ not ~~be~~
 277 liable for damages but shall abate the rent. The tenant must
 278 ~~shall be required to~~ temporarily vacate the premises for a
 279 period of time not to exceed 4 days, on 7 days' written notice,
 280 if necessary, for extermination pursuant to this subparagraph.

- 281 2. Locks and keys.
- 282 3. The clean and safe condition of common areas.
- 283 4. Garbage removal and outside receptacles therefor.
- 284 5. Functioning facilities for heat during winter, running
- 285 water, and hot water.

286 Section 7. Section 83.54, Florida Statutes, is amended to
 287 read:

288 83.54 Enforcement of rights and duties; civil action;
 289 criminal offenses.—Any right or duty declared in this part is
 290 enforceable by civil action. A right or duty enforced by civil
 291 action under this section does not preclude prosecution for a
 292 criminal offense related to the lease or leased property.

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

295 83.56 Termination of rental agreement.—

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

300 (a) If such noncompliance is of a nature that the tenant
 301 should not be given an opportunity to cure it or if the
 302 noncompliance constitutes a subsequent or continuing
 303 noncompliance within 12 months of a written warning by the
 304 landlord of a similar violation, deliver a written notice to the
 305 tenant specifying the noncompliance and the landlord's intent to
 306 terminate the rental agreement by reason thereof. Examples of
 307 noncompliance which are of a nature that the tenant should not
 308 be given an opportunity to cure include, but are not limited to,

309 destruction, damage, or misuse of the landlord's or other
 310 tenants' property by intentional act or a subsequent or
 311 continued unreasonable disturbance. In such event, the landlord
 312 may terminate the rental agreement, and the tenant shall have 7
 313 days from the date that the notice is delivered to vacate the
 314 premises. The notice shall be ~~adequate if it is~~ in substantially
 315 the following form:

316
 317 You are advised that your lease is terminated effective
 318 immediately. You shall have 7 days from the delivery of this
 319 letter to vacate the premises. This action is taken because
 320 ... (cite the noncompliance)

321
 322 (b) If such noncompliance is of a nature that the tenant
 323 should be given an opportunity to cure it, deliver a written
 324 notice to the tenant specifying the noncompliance, including a
 325 notice that, if the noncompliance is not corrected within 7 days
 326 from the date that the written notice is delivered, the landlord
 327 shall terminate the rental agreement by reason thereof. Examples
 328 of such noncompliance include, but are not limited to,
 329 activities in contravention of the lease or this part ~~act~~ such
 330 as having or permitting unauthorized pets, guests, or vehicles;
 331 parking in an unauthorized manner or permitting such parking; or
 332 failing to keep the premises clean and sanitary. If such
 333 noncompliance recurs within 12 months after notice, an eviction
 334 action may commence without delivering a subsequent notice
 335 pursuant to paragraph (a) or this paragraph. The notice shall be
 336 ~~adequate if it is~~ in substantially the following form:

337
 338 You are hereby notified that ...(cite the
 339 noncompliance).... Demand is hereby made that you remedy the
 340 noncompliance within 7 days of receipt of this notice or your
 341 lease shall be deemed terminated and you shall vacate the
 342 premises upon such termination. If this same conduct or conduct
 343 of a similar nature is repeated within 12 months, your tenancy
 344 is subject to termination without further warning and without
 345 your being given an opportunity to cure the noncompliance.
 346

347 (3) If the tenant fails to pay rent when due and the
 348 default continues for 3 days, excluding Saturday, Sunday, and
 349 legal holidays, after delivery of written demand by the landlord
 350 for payment of the rent or possession of the premises, the
 351 landlord may terminate the rental agreement. Legal holidays for
 352 the purpose of this section shall be court-observed holidays
 353 only. The 3-day notice shall contain a statement in
 354 substantially the following form:
 355

356 You are hereby notified that you are indebted to me in the
 357 sum of dollars for the rent and use of the premises
 358 ...(address of leased premises, including county)..., Florida,
 359 now occupied by you and that I demand payment of the rent or
 360 possession of the premises within 3 days (excluding Saturday,
 361 Sunday, and legal holidays) from the date of delivery of this
 362 notice, to wit: on or before the day of, ...(year)....
 363 ...(landlord's name, address and phone number)..
 364

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

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

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

392 (c) This subsection does not apply to that portion of rent

393 subsidies received from a local, state, or national government
 394 or an agency of local, state, or national government; however,
 395 waiver will occur if an action has not been instituted within 45
 396 days after the landlord obtains actual knowledge of the
 397 noncompliance.

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

400 83.575 Termination of tenancy with specific duration.—

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

409 Section 10. Section 83.58, Florida Statutes, is amended to
 410 read:

411 83.58 Remedies; tenant holding over.—If the tenant holds
 412 over and continues in possession of the dwelling unit or any
 413 part thereof after the expiration of the rental agreement
 414 without the permission of the landlord, the landlord may recover
 415 possession of the dwelling unit in the manner provided for in s.
 416 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
 417 amount of rent due on the dwelling unit, or any part thereof,
 418 for the period during which the tenant refuses to surrender
 419 possession.

420 Section 11. Subsection (2) of section 83.59, Florida

421 Statutes, is amended to read:

422 83.59 Right of action for possession.—

423 (2) A landlord, the landlord's attorney, or the landlord's
 424 agent, applying for the removal of a tenant, shall file in the
 425 county court of the county where the premises are situated a
 426 complaint describing the dwelling unit and stating the facts
 427 that authorize its recovery. A landlord's agent is not permitted
 428 to take any action other than the initial filing of the
 429 complaint, unless the landlord's agent is an attorney. The
 430 landlord is entitled to the summary procedure provided in s.
 431 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
 432 calendar.

433 Section 12. Section 83.60, Florida Statutes, is amended to
 434 read:

435 83.60 Defenses to action for rent or possession;
 436 procedure.—

437 (1) (a) In an action by the landlord for possession of a
 438 dwelling unit based upon nonpayment of rent or in an action by
 439 the landlord under s. 83.55 seeking to recover unpaid rent, the
 440 tenant may defend upon the ground of a material noncompliance
 441 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
 442 whether legal or equitable, that he or she may have, including
 443 the defense of retaliatory conduct in accordance with s. 83.64.
 444 The landlord must be given an opportunity to cure a deficiency
 445 in a notice or in the pleadings before dismissal of the action.

446 (b) The defense of a material noncompliance with s.
 447 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
 448 elapsed after the delivery of written notice by the tenant to

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

463 (2) In an action by the landlord for possession of a
464 dwelling unit, if the tenant interposes any defense other than
465 payment, including, but not limited to, the defense of a
466 defective 3-day notice, the tenant shall pay into the registry
467 of the court the accrued rent as alleged in the complaint or as
468 determined by the court and the rent that ~~which~~ accrues during
469 the pendency of the proceeding, when due. The clerk shall notify
470 the tenant of such requirement in the summons. Failure of the
471 tenant to pay the rent into the registry of the court or to file
472 a motion to determine the amount of rent to be paid into the
473 registry within 5 days, excluding Saturdays, Sundays, and legal
474 holidays, after the date of service of process constitutes an
475 absolute waiver of the tenant's defenses other than payment, and
476 the landlord is entitled to an immediate default judgment for

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477 removal of the tenant with a writ of possession to issue without
 478 further notice or hearing thereon. If ~~In the event~~ a motion to
 479 determine rent is filed, documentation in support of the
 480 allegation that the rent as alleged in the complaint is in error
 481 is required. Public housing tenants or tenants receiving rent
 482 subsidies are ~~shall be~~ required to deposit only that portion of
 483 the full rent for which they are ~~the tenant is~~ responsible
 484 pursuant to the federal, state, or local program in which they
 485 are participating.

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

488 83.62 Restoration of possession to landlord.—

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

495 Section 14. Section 83.63, Florida Statutes, is amended to
 496 read:

497 83.63 Casualty damage.—If the premises are damaged or
 498 destroyed other than by the wrongful or negligent acts of the
 499 tenant so that the enjoyment of the premises is substantially
 500 impaired, the tenant may terminate the rental agreement and
 501 immediately vacate the premises. The tenant may vacate the part
 502 of the premises rendered unusable by the casualty, in which case
 503 the tenant's liability for rent shall be reduced by the fair
 504 rental value of that part of the premises damaged or destroyed.

505 If the rental agreement is terminated, the landlord shall comply
 506 with s. 83.49(3) ~~{F.S. 1973}~~.

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

509 83.64 Retaliatory conduct.—

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

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

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

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

526 (d) The tenant is a servicemember who has terminated a
 527 rental agreement pursuant to s. 83.682~~;~~

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

532 (f) The tenant has exercised his or her rights under

533 local, state, or federal fair housing laws.

534 Section 16. Subsection (1) of section 723.063, Florida
535 Statutes, is amended to read:

536 723.063 Defenses to action for rent or possession;
537 procedure.—

538 (1) (a) In any action based upon nonpayment of rent or
539 seeking to recover unpaid rent, or a portion thereof, the mobile
540 home owner may defend upon the ground of a material
541 noncompliance with any portion of this chapter or may raise any
542 other defense, whether legal or equitable, which he or she may
543 have. The mobile home park owner must be given an opportunity to
544 cure a deficiency in a notice or in the pleadings before
545 dismissal of the action.

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

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561 | Section 17. This act shall take effect July 1, 2013. |