

By Senator Rodriguez

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1                                   A bill to be entitled  
2       An act relating to residential tenancies; creating s.  
3       83.684, F.S.; providing legislative intent; providing  
4       definitions; prohibiting a landlord from evicting a  
5       tenant or terminating a residential rental agreement  
6       because the tenant or the tenant's minor child is a  
7       victim of actual or threatened domestic violence,  
8       dating violence, sexual violence, or stalking;  
9       specifying that a rental agreement may not contain  
10      certain provisions; authorizing a victim of such  
11      actual or threatened violence or stalking to terminate  
12      a residential rental agreement under certain  
13      circumstances; providing procedures to notify the  
14      landlord; providing for liability for payment of rent;  
15      specifying that a tenant does not forfeit any deposit  
16      money or advance rent paid to the landlord for  
17      terminating the rental agreement under certain  
18      circumstances; providing that the perpetrator's  
19      liability for rent and obligations under the rental  
20      agreement are not terminated; requiring a landlord to  
21      change the locks of the dwelling unit within a  
22      specified period, under certain circumstances;  
23      authorizing the tenant to change the locks of the  
24      dwelling unit under certain circumstances; prohibiting  
25      a landlord from refusing to enter into or to negotiate  
26      a rental agreement, from making a dwelling unit  
27      unavailable, or from retaliating in the rental of a  
28      dwelling unit under certain circumstances; requiring a  
29      landlord to keep certain information related to

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30 tenants confidential; providing exceptions; providing  
31 a penalty and awards for damages, court costs, and  
32 attorney fees; prohibiting waiver of the provisions of  
33 the act; providing an effective date.  
34

35 Be It Enacted by the Legislature of the State of Florida:  
36

37 Section 1. Section 83.684, Florida Statutes, is created to  
38 read:

39 83.684 Early termination of a residential rental agreement  
40 or lock changing authorized for victims of domestic violence,  
41 dating violence, sexual violence, and stalking.-

42 (1) It is the intent of the Legislature to protect tenants  
43 and their minor children who are victims of actual or threatened  
44 domestic violence, dating violence, sexual violence, or stalking  
45 and to facilitate relocation for their protection.

46 (2) As used in this section, the term:

47 (a) "Dating violence" has the same meaning as in s.  
48 784.046.

49 (b) "Domestic violence" has the same meaning as in s.  
50 741.28.

51 (c) "Sexual violence" has the same meaning as in s.  
52 784.046.

53 (d) "Stalking" has the same meaning as in s. 784.048.

54 (3) A landlord may not terminate a residential rental  
55 agreement or evict a tenant for an incident involving actual or  
56 threatened domestic violence, dating violence, sexual violence,  
57 or stalking if the tenant is the victim of such actual or  
58 threatened violence or stalking. A rental agreement may not

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59 include a provision deeming an incident involving actual or  
60 threatened domestic violence, dating violence, sexual violence,  
61 or stalking, in which the tenant involved is a victim and not  
62 the perpetrator, to be a breach of the rental agreement. A  
63 landlord may not deem such incidents of actual or threatened  
64 violence or stalking as grounds for terminating the rental  
65 agreement or evicting the victim.

66 (4) (a) If a tenant or a tenant's minor child is a victim of  
67 actual or threatened domestic violence, dating violence, sexual  
68 violence, or stalking during the term of a rental agreement, the  
69 tenant may, without penalty, terminate the rental agreement at  
70 any time by providing the landlord with written notice of the  
71 tenant's intent to terminate the rental agreement and to vacate  
72 the premises because of an incident of actual or threatened  
73 domestic violence, dating violence, sexual violence, or  
74 stalking. The termination of the rental agreement is effective  
75 immediately upon delivery of written notice to the landlord.

76 (b) Unless the landlord notifies the tenant that  
77 documentation is not needed, a notice of termination from the  
78 tenant pursuant to paragraph (a) must be accompanied by  
79 documentation verifying the tenant's or his or her minor child's  
80 status as a victim of actual or threatened domestic violence,  
81 dating violence, sexual violence, or stalking and may include:

82 1. A copy of an injunction for protection against domestic  
83 violence, dating violence, sexual violence, or stalking issued  
84 to the tenant as victim or as parent of a minor victim;

85 2. A copy of an order of no contact or a criminal  
86 conviction entered by a court in a criminal case in which the  
87 defendant was charged with a crime relating to domestic

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88 violence, dating violence, sexual violence, or stalking against  
89 the tenant or the tenant's minor child;

90 3. A written certification from a domestic violence center  
91 certified under chapter 39 or a rape crisis center as defined in  
92 s. 794.055 which states that the tenant or the tenant's minor  
93 child is a victim of actual or threatened domestic violence,  
94 dating violence, sexual violence, or stalking; or

95 4. A copy of a law enforcement report documenting an  
96 incident of actual or threatened domestic violence, dating  
97 violence, sexual violence, or stalking against the tenant or the  
98 tenant's minor child.

99 (c) A notice of termination from the tenant pursuant to  
100 this subsection shall be mailed or delivered to the landlord,  
101 the landlord's representative designated pursuant to s. 83.50, a  
102 resident manager, or the person or entity that collects the rent  
103 on behalf of the landlord.

104 (d) If a rental agreement with a specific duration is  
105 terminated by a tenant pursuant to this subsection less than 30  
106 days before the end of the rental agreement, the tenant is  
107 liable for the rent for the remaining period of the rental  
108 agreement. If a rental agreement with a specific duration is  
109 terminated by a tenant pursuant to this subsection more than 30  
110 days before the end of the rental agreement, the tenant is  
111 liable for prorated rent for a period of 30 days immediately  
112 following delivery of the notice of termination. The tenant is  
113 released from any further obligation to pay rent, concessions,  
114 damages, fees, or penalties, and the landlord is not entitled to  
115 the remedies provided in s. 83.595.

116 (e) If a rental agreement is terminated by a tenant

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117 pursuant to this subsection, the landlord must comply with s.  
118 83.49(3). A tenant who terminates a rental agreement may not, by  
119 reason of such termination, be deemed to have forfeited any  
120 deposit money or advance rent paid to the landlord.

121 (f) This subsection does not affect a tenant's liability  
122 for unpaid rent or other amounts owed to the landlord before the  
123 termination of the rental agreement pursuant to this subsection.

124 (g) If the perpetrator of actual or threatened domestic  
125 violence, dating violence, sexual violence, or stalking is also  
126 a tenant in the tenant's dwelling unit, neither the  
127 perpetrator's liability for rent nor his or her other  
128 obligations under the rental agreement are terminated by  
129 operation of this subsection, and the landlord is entitled to  
130 the rights and remedies provided by this part against the  
131 perpetrator.

132 (5) (a) A tenant or a tenant's minor child who is a victim  
133 of actual or threatened domestic violence, dating violence,  
134 sexual violence, or stalking and who wishes to remain in the  
135 dwelling may make a written request to the landlord accompanied  
136 by any one of the documents listed in paragraph (4) (b), and the  
137 landlord shall, within 24 hours after receipt of the request,  
138 change the locks of the tenant's dwelling unit and provide the  
139 tenant with a key to the new locks.

140 (b) If the landlord fails to change the locks within 24  
141 hours, the tenant may change the locks without the landlord's  
142 permission, notwithstanding any contrary provision in the rental  
143 agreement or other applicable rules or regulations imposed by  
144 the landlord, if all of the following conditions have been met:

145 1. The locks are changed in like manner as if the landlord

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146 had changed the locks, with locks of similar or better quality  
147 than the original locks.

148 2. The landlord is notified within 24 hours after the  
149 changing of the locks.

150 3. The landlord is provided a key to the new locks within a  
151 reasonable time.

152 (c) If the locks are changed pursuant to this subsection,  
153 the landlord is not liable to any person who does not have  
154 access to the dwelling unit.

155 (6) A landlord may not refuse to enter into a rental  
156 agreement for a dwelling unit, refuse to negotiate for the  
157 rental of a dwelling unit, make a dwelling unit unavailable, or  
158 retaliate in the rental of a dwelling unit solely because:

159 (a) The tenant, prospective tenant, or minor child of the  
160 tenant or prospective tenant is a victim of actual or threatened  
161 domestic violence, dating violence, sexual violence, or  
162 stalking; or

163 (b) The tenant or prospective tenant has previously  
164 terminated a rental agreement because of an incident involving  
165 actual or threatened domestic violence, dating violence, sexual  
166 violence, or stalking in which the tenant, prospective tenant,  
167 or minor child of the tenant or prospective tenant was a victim.  
168 However, the landlord may refuse to enter into a rental  
169 agreement or negotiate for the rental of a dwelling unit if the  
170 tenant or prospective tenant fails to comply with the landlord's  
171 request for documentation of an incident of actual or threatened  
172 domestic violence, dating violence, sexual violence, or stalking  
173 that occurred before termination of a prior rental agreement. A  
174 landlord's request for documentation shall be satisfied upon the

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175 tenant's or prospective tenant's provision of any one of the  
176 documents listed in paragraph (4)(b).

177 (7) The landlord shall treat as confidential all  
178 information provided to a landlord pursuant to subsections (4),  
179 (5), and (6), including the fact that a tenant or a tenant's  
180 minor child is a victim of actual or threatened domestic  
181 violence, dating violence, sexual violence, or stalking and  
182 including the tenant's forwarding address. The landlord may not  
183 enter such information into any shared database or provide the  
184 information to any other person or entity, except to the extent  
185 such disclosure is:

186 (a) Made to an agent or employee of the landlord solely for  
187 a legitimate business purpose;

188 (b) Requested, or consented to, in writing by the tenant or  
189 the tenant's legal guardian;

190 (c) Required for use in a judicial proceeding; or

191 (d) Otherwise required by law.

192 (8) A tenant, on his or her own behalf or on behalf of his  
193 or her minor child, may file a civil action against a landlord  
194 for a violation of this section. A landlord who violates  
195 subsection (6) or subsection (7) is civilly liable to the victim  
196 for \$1,000 for punitive damages, actual and consequential  
197 damages, and court costs, including reasonable attorney fees,  
198 unless the landlord can show that the violation was its first  
199 and the violation was not committed in bad faith. Subsequent or  
200 repeated violations that are not contemporaneous with the  
201 initial violation are subject to separate awards of damages.

202 (9) The provisions of this section may not be waived or  
203 modified by a rental agreement.

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Section 2. This act shall take effect July 1, 2017.