

1 A bill to be entitled

2 An act relating to residential tenancies; creating s.
3 83.684, F.S.; providing legislative findings and
4 intent; providing definitions; prohibiting a landlord
5 from evicting a tenant or terminating or refusing to
6 enter into a residential rental agreement because the
7 tenant or the tenant's minor child is a victim of
8 domestic violence, dating violence, sexual violence,
9 or stalking; allowing a victim of such violence to
10 terminate a residential rental agreement under certain
11 circumstances; providing procedures to notify the
12 landlord; providing for liability for payment of rent;
13 requiring a landlord to change locks of the dwelling
14 unit under certain circumstances within a specified
15 period; authorizing the tenant to change locks of the
16 dwelling unit under certain conditions; requiring a
17 landlord to keep certain information related to
18 tenants confidential; prohibiting a landlord from
19 retaining such information for longer than a specified
20 period; providing exceptions; providing a penalty;
21 prohibiting waiver of the provisions of the act;
22 providing an effective date.

23
24 Be It Enacted by the Legislature of the State of Florida:
25

26 Section 1. Section 83.684, Florida Statutes, is created to
27 read:

28 83.684 Protection of victims of domestic violence, dating
29 violence, sexual violence, and stalking; permitting early
30 termination of rental agreement and changing of locks.—

31 (1) It is the intent of the Legislature to protect tenants
32 and tenants' minor children who are victims of domestic
33 violence, dating violence, sexual violence, or stalking and to
34 enable victims to relocate for their protection.

35 (2) On the basis of investigations and studies and public
36 testimony, the Legislature finds:

37 (a) Domestic violence, dating violence, sexual violence,
38 and stalking are significant, widespread problems in the state
39 and may result in significant mental and emotional distress,
40 physical injury, and death.

41 (b) The inability or financial impracticability of
42 terminations of rental agreements by victims of these crimes who
43 are also tenants requires many such victims and their children
44 to continue living at a location known to the perpetrators of
45 these crimes and risk continued victimization.

46 (c) To provide safety of the victims of these crimes and
47 to prevent further victimization, victims of such crimes who are
48 tenants and their minor children must be able to terminate a
49 rental agreement without undue burden or financial hardship.
50 However, such termination must respect the rights of landlords

51 as much as is practicable, including permitting landlords to
52 require verifiable documentation that the tenant is entitled to
53 termination in these exceptional circumstances.

54 (3) As used in this section, the term:

55 (a) "Dating violence" has the same meaning as provided in
56 s. 784.046.

57 (b) "Domestic violence" has the same meaning as provided
58 in s. 741.28.

59 (c) "Sexual violence" has the same meaning as provided in
60 s. 784.046.

61 (d) "Stalking" has the same meaning as provided in s.
62 784.048.

63 (4) An incident of actual or threatened domestic violence,
64 dating violence, sexual violence, or stalking may not be
65 construed as a failure of the victim or threatened victim to
66 comply with the provisions of a rental agreement or other
67 applicable rules or regulations imposed by a landlord or as
68 grounds for a landlord to terminate the rental agreement or
69 evict the victim or threatened victim.

70 (5) (a) If a tenant or a tenant's minor child is a victim
71 of domestic violence, dating violence, sexual violence, or
72 stalking during the term of a rental agreement, the tenant may,
73 without penalty, terminate the rental agreement at any time by
74 providing the landlord with written notice of the tenant's
75 intent to terminate the rental agreement and vacate the premises

76 because of an incident of domestic violence, dating violence,
77 sexual violence, or stalking. The termination of the rental
78 agreement is effective immediately upon delivery of written
79 notice to the landlord.

80 (b) Unless the landlord notifies the tenant that
81 documentation is not needed, a notice of termination from the
82 tenant pursuant to paragraph (a) must be accompanied by
83 documentation verifying the tenant's or household member's
84 status as a victim of domestic violence, dating violence, sexual
85 violence, or stalking, though specific details of allegations of
86 abuse against minor children may be redacted. The documentation
87 may include:

88 1. A copy of an injunction for protection against domestic
89 violence, dating violence, sexual violence, or stalking issued
90 to the tenant;

91 2. A copy of an order of no contact or a criminal
92 conviction entered by a court in a criminal case in which the
93 defendant was charged with a crime relating to domestic
94 violence, dating violence, sexual violence, or stalking against
95 the tenant or the tenant's minor child;

96 3. A written certification from a domestic violence center
97 certified under chapter 39 or a rape crisis center as defined in
98 s. 794.055 that states the tenant or the tenant's minor child is
99 a victim of domestic violence, dating violence, sexual violence,
100 or stalking; or

101 4. A copy of a law enforcement report documenting an
102 incident of domestic violence, dating violence, sexual violence,
103 or stalking against the tenant or the tenant's minor child.

104 (c) A notice of termination from the tenant pursuant to
105 this subsection shall be mailed or delivered to the landlord,
106 the landlord's representative designated pursuant to s.
107 83.50(1), a resident manager, or the person or entity that
108 collects the rent on behalf of the landlord.

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

121 (e) If a rental agreement is terminated by a tenant
122 pursuant to this subsection, the landlord shall comply with s.
123 83.49(3). A tenant who terminates a rental agreement shall not,
124 by reason of such termination, be deemed to have forfeited any
125 deposit money or advance rent paid to the landlord.

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

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

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

143 (b) If the landlord fails to change the locks within 24
144 hours, the tenant may change the locks without the landlord's
145 permission, notwithstanding any contrary provision in the rental
146 agreement or other applicable rules or regulations imposed by
147 the landlord, provided:

148 1. The locks are changed in a workmanlike manner with
149 locks of similar or better quality than the original locks.

150 2. The landlord is notified within 24 hours after the

151 changing of the locks.

152 3. The landlord is provided a key to the new locks within
153 a reasonable time.

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

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

161 (a) The tenant or prospective tenant or minor child of the
162 tenant or prospective tenant is a victim of domestic violence,
163 dating violence, sexual violence, or stalking.

164 (b) The tenant or prospective tenant or minor child of the
165 tenant or prospective tenant terminated a rental agreement due
166 to domestic violence, dating violence, sexual violence, or
167 stalking. However, the landlord may refuse to enter into a
168 rental agreement or negotiate for the rental of a dwelling unit
169 if the prospective tenant fails to comply with the landlord's
170 request for documentation of an incident of domestic violence,
171 dating violence, sexual violence, or stalking that occurred
172 before termination of the previous rental agreement. A
173 landlord's request for documentation shall be satisfied upon the
174 prospective tenant's provision of any one of the documents
175 listed in paragraph (5) (b).

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

184 1. Made to an agent or employee of the landlord solely for
185 a legitimate business purpose;

186 2. Requested or consented to in writing by the tenant or
187 the tenant's legal guardian;

188 3. Required for use in a judicial proceeding; or

189 4. Otherwise required by law.

190 (b) A landlord may only retain such information until the
191 termination of the rental agreement or the termination of any
192 active litigation regarding the tenancy to which the landlord is
193 a party, whichever is greater.

194 (9) A landlord who violates subsection (7) or paragraph
195 (8) (a) is liable to the victim for \$1,000, actual and
196 consequential damages, and court costs, including reasonable
197 attorney fees. Subsequent or repeated violations that are not
198 contemporaneous with the initial violation are subject to
199 separate awards of damages.

200 (10) The provisions of this section may not be waived or

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201 | modified by a rental agreement.

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