

By the Committee on Community Affairs; and Senator Steube

578-01796-18

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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 definitions; authorizing
4 landlords to require certain employees to undergo
5 level 1 background screenings; providing for the
6 termination or disqualification of certain employees;
7 requiring a written disclosure and signed
8 acknowledgement of receipt in rental agreements and
9 rental agreement renewals; providing requirements for
10 such disclosure and acknowledgement; authorizing
11 tenants to terminate such agreements and renewals
12 under certain circumstances; requiring deposit money
13 to be refunded to tenants upon such termination;
14 providing that tenants are responsible for any damage
15 he or she caused to the premises; providing an
16 effective date.

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18 Be It Enacted by the Legislature of the State of Florida:

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20 Section 1. Section 83.684, Florida Statutes, is created to
21 read:

22 83.684 Florida Tenant Notification Act.—

23 (1) As used in this section, the term:

24 (a) "Credit card theft" means an offense listed in s.
25 817.60.

26 (b) "Crime involving violence" means an offense involving
27 the use or threat of physical force or violence against an
28 individual, including, but not limited to, a violent felony
29 listed in s. 775.084(1)(c)1.

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30 (c) "Employee" has the same meaning as in s. 440.02(15)(a).

31 (d) "Sexual battery" has the same meaning as in s. 794.011.

32 (2)(a) A landlord may require any of his or her current or
33 potential employees who have or will have access to a premises
34 to undergo a level 1 background screening pursuant to s. 435.03
35 at the expense of the landlord.

36 (b) A current or potential employee who refuses to undergo
37 the background screening required under paragraph (a) may be
38 terminated or disqualified for employment by the landlord.

39 (3)(a) A rental agreement or rental agreement renewal must
40 contain a prominent written disclosure expressly stating whether
41 the landlord has required any of his or her current or potential
42 employees to undergo the background screening required under
43 paragraph (2)(a). If the landlord has required such screening,
44 such disclosure must also state:

45 1. The date of the background screening.

46 2. The full name and job description of the current
47 employee, or the full name and anticipated job description of
48 the potential employee, whose background screening results
49 indicated that he or she was convicted of:

50 a. Credit card theft;

51 b. A crime involving violence; or

52 c. Sexual battery.

53 (b) The written disclosure shall also contain a prominent
54 acknowledgement of receipt that shall be signed by the tenant in
55 the presence of a witness. A rental agreement or rental
56 agreement renewal is not complete until such acknowledgement is
57 signed. Such disclosure and acknowledgment shall be maintained
58 by the landlord within the tenant's file and be made available

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59 to the tenant upon request.

60 (4) A tenant may, within 3 business days after completing a
61 rental agreement or rental agreement renewal and upon written
62 notice to the landlord, terminate such agreement or renewal and
63 receive a refund of all deposit money without penalty if such
64 agreement or renewal disclosed, and the tenant acknowledged,
65 that any of the landlord's current or potential employees were
66 convicted of an offense listed in subparagraph (3) (a)2.

67 (5) (a) A rental agreement or rental agreement renewal is
68 void, and a tenant may, at any time after completing it and upon
69 written notice to the landlord, terminate such agreement or
70 renewal if:

71 1. It failed to disclose that any of the landlord's current
72 employees were convicted of an offense listed in subparagraph
73 (3) (a)2.; or

74 2. Within 5 business days after its completion, the
75 landlord hired an employee who was convicted of an offense
76 listed in subparagraph (3) (a)2.

77 (b) If a tenant terminates a rental agreement or rental
78 agreement renewal pursuant to paragraph (a), he or she shall
79 receive a refund of all deposit money without penalty,
80 including, but not limited to, any early termination fees, and
81 all further obligations of the tenant under such agreement or
82 renewal are void. However, the tenant is responsible for any
83 physical damage he or she caused to a premises.

84 Section 2. This act shall take effect July 1, 2018.