

1                   A bill to be entitled  
2           An act relating to landlords and tenants; amending s.  
3           83.43, F.S.; revising the definition of the term  
4           "tenant"; creating s. 83.455, F.S.; providing  
5           requirements for rental agreements; requiring  
6           landlords to provide certain information with rental  
7           agreements; amending s. 83.46, F.S.; requiring that a  
8           landlord provide written notice of a rent increase to  
9           a tenant by a specified time; requiring such notice to  
10          include an option for mediation under certain  
11          circumstances; amending s. 83.47, F.S.; providing that  
12          certain provisions in a rental agreement are void and  
13          unenforceable; amending s. 83.49, F.S.; removing the  
14          option for a landlord to deposit certain money into a  
15          non-interest-bearing account; revising written notice  
16          requirements to tenants; providing for damages if a  
17          landlord fails to meet certain requirements; amending  
18          s. 83.51, F.S.; requiring a landlord to inspect a  
19          dwelling unit at a specified time to ensure compliance  
20          with applicable codes; amending s. 83.54, F.S.;  
21          requiring certain records be removed from a tenant's  
22          credit report under certain circumstances; amending s.  
23          83.56, F.S.; revising and specifying grounds for  
24          termination of a rental agreement; amending s. 83.60,  
25          F.S.; removing a requirement that certain money be

26 |       paid into the registry of the court; amending s.  
27 |       83.67, F.S.; prohibiting a landlord from engaging in  
28 |       certain conduct; providing definitions; conforming a  
29 |       cross-reference to changes made by the act; creating  
30 |       s. 83.675, F.S.; providing definitions; requiring a  
31 |       landlord to give tenants the opportunity to purchase  
32 |       the dwelling unit or premises under certain  
33 |       circumstances; providing requirements for an offer of  
34 |       sale; authorizing a tenant to challenge an offer of  
35 |       sale; creating s. 83.676, F.S.; providing definitions;  
36 |       prohibiting a landlord from evicting a tenant or  
37 |       terminating a rental agreement because the tenant or  
38 |       the tenant's minor child is a victim of actual or  
39 |       threatened domestic violence, dating violence, sexual  
40 |       violence, or stalking; specifying that a rental  
41 |       agreement may not contain certain provisions;  
42 |       authorizing a victim of such actual or threatened  
43 |       violence or stalking to terminate a rental agreement  
44 |       under certain circumstances; requiring certain  
45 |       documentation and written notice to landlord;  
46 |       providing for liability for rent for both the tenant  
47 |       and the perpetrator, if applicable; specifying that a  
48 |       tenant does not forfeit certain money paid to the  
49 |       landlord for terminating the rental agreement under  
50 |       certain circumstances; requiring a landlord to change

51 the locks of the dwelling unit within a specified  
52 period under certain circumstances; authorizing the  
53 tenant to change the locks of the dwelling unit under  
54 certain circumstances; prohibiting certain actions by  
55 a landlord under certain circumstances; providing an  
56 effective date.

57  
58 Be It Enacted by the Legislature of the State of Florida:

59  
60 Section 1. Subsection (4) of section 83.43, Florida  
61 Statutes, is amended to read:

62 83.43 Definitions.—As used in this part, the following  
63 words and terms shall have the following meanings unless some  
64 other meaning is plainly indicated:

65 (4) "Tenant" means any person entitled to occupy a  
66 dwelling unit or property held out for the use of tenants  
67 generally under a rental agreement.

68 Section 2. Section 83.455, Florida Statutes, is created to  
69 read:

70 83.455 Rental agreements.—

71 (1) Immediately after entering into, extending, or  
72 renewing a rental agreement, the tenant must be provided a copy  
73 of the rental agreement. The rental agreement must be written in  
74 plain language and, at the tenant's request, translated into the  
75 preferred language of the tenant.

76        (2) Notwithstanding any other provision of law, all rental  
77 agreements entered into, extended, or renewed on or after July  
78 1, 2019, must include the following provisions:

79        (a) Before a private sale or transfer of title of the  
80 dwelling unit or the premises on which the dwelling unit is  
81 located, the landlord must provide the tenant with the right of  
82 first refusal to purchase the dwelling unit or premises as  
83 provided under s. 83.675.

84        (b) If a landlord chooses not to extend or renew a rental  
85 agreement, he or she must provide the tenant a written  
86 explanation for such decision.

87        (c) If a rental agreement provision authorizes termination  
88 of the rental agreement by the landlord without cause, such  
89 provision must require the landlord to provide the tenant just  
90 compensation and comprehensive relocation assistance.

91        (d) A landlord may not terminate a tenancy for cause  
92 during a state of emergency declared by the Governor under  
93 chapter 252.

94        (e) During a state of emergency declared by the Governor  
95 under chapter 252, a tenant may install wind resistance  
96 improvements, as defined in s. 163.08(2), to the dwelling unit  
97 at the tenant's expense.

98        Section 3. Subsection (4) is added to section 83.46,  
99 Florida Statutes, to read:

100        83.46 Rent; duration of tenancies.—

101       (4) A landlord must provide to a tenant a written notice,  
102 by certified mail or hand delivery, of a planned rent increase  
103 at least 30 days before the rental agreement renewal period. If  
104 the rent increase is more than 5 percent, the landlord must  
105 provide notice, by certified mail or hand delivery, at least 3  
106 months before the rental agreement renewal period. If the rent  
107 increase is more than 5 percent, the notice must also contain a  
108 statement that the tenant may elect to participate in nonbinding  
109 mediation, at the expense of the tenant, by providing written  
110 notice to the landlord, by certified mail or hand delivery,  
111 within 14 days after receipt of the notice of the rent increase.  
112 For a tenancy without a specific duration, the landlord must  
113 provide written notice, by certified mail or hand delivery, of a  
114 planned rent increase within the timeframes provided in s.  
115 83.57.

116       Section 4. Paragraph (c) is added to subsection (1) of  
117 section 83.47, Florida Statutes, to read:

118       83.47 Prohibited provisions in rental agreements.—

119       (1) A provision in a rental agreement is void and  
120 unenforceable to the extent that it:

121       (c) Purports that early termination of a rental agreement  
122 because of an incident involving actual or threatened domestic  
123 violence, dating violence, sexual violence, or stalking, in  
124 which the tenant or the tenant's minor child is a victim and not  
125 the perpetrator, is a breach of the rental agreement.

126 Section 5. Paragraph (c) of subsection (2) and subsections  
127 (1), (3), (5), and (9) of section 83.49, Florida Statutes, are  
128 amended to read:

129 83.49 Deposit money or advance rent; duty of landlord and  
130 tenant.—

131 (1) Whenever money is deposited or advanced by a tenant on  
132 a rental agreement as security for performance of the rental  
133 agreement or as advance rent for other than the next immediate  
134 rental period, the landlord or the landlord's agent shall  
135 either:

136 ~~(a) Hold the total amount of such money in a separate non-~~  
137 ~~interest-bearing account in a Florida banking institution for~~  
138 ~~the benefit of the tenant or tenants. The landlord shall not~~  
139 ~~commingle such moneys with any other funds of the landlord or~~  
140 ~~hypothecate, pledge, or in any other way make use of such moneys~~  
141 ~~until such moneys are actually due the landlord;~~

142 (a) ~~(b)~~ Hold the total amount of such money in a separate  
143 interest-bearing account in a Florida banking institution for  
144 the benefit of the tenant or tenants, in which case the tenant  
145 shall receive and collect interest in an amount of at least 75  
146 percent of the annualized average interest rate payable on such  
147 account or interest at the rate of 5 percent per year, simple  
148 interest, whichever the landlord elects. The landlord shall not  
149 commingle such moneys with any other funds of the landlord or  
150 hypothecate, pledge, or in any other way make use of such moneys

151 until such moneys are actually due the landlord; or  
152 (b)~~(e)~~ Post a surety bond, executed by the landlord as  
153 principal and a surety company authorized and licensed to do  
154 business in the state as surety, with the clerk of the circuit  
155 court in the county in which the dwelling unit is located in the  
156 total amount of the security deposits and advance rent he or she  
157 holds on behalf of the tenants or \$50,000, whichever is less.  
158 The bond shall be conditioned upon the faithful compliance of  
159 the landlord with the provisions of this section and shall run  
160 to the Governor for the benefit of any tenant injured by the  
161 landlord's violation of the provisions of this section. In  
162 addition to posting the surety bond, the landlord shall pay to  
163 the tenant interest at the rate of 5 percent per year, simple  
164 interest. A landlord, or the landlord's agent, engaged in the  
165 renting of dwelling units in five or more counties, who holds  
166 deposit moneys or advance rent and who is otherwise subject to  
167 the provisions of this section, may, in lieu of posting a surety  
168 bond in each county, elect to post a surety bond in the form and  
169 manner provided in this paragraph with the office of the  
170 Secretary of State. The bond shall be in the total amount of the  
171 security deposit or advance rent held on behalf of tenants or in  
172 the amount of \$250,000, whichever is less. The bond shall be  
173 conditioned upon the faithful compliance of the landlord with  
174 the provisions of this section and shall run to the Governor for  
175 the benefit of any tenant injured by the landlord's violation of

176 | this section. In addition to posting a surety bond, the landlord  
177 | shall pay to the tenant interest on the security deposit or  
178 | advance rent held on behalf of that tenant at the rate of 5  
179 | percent per year simple interest.

180 |       (2) The landlord shall, in the rental lease agreement or  
181 | within 30 days after receipt of advance rent or a security  
182 | deposit, give written notice to the tenant which includes  
183 | disclosure of the advance rent or security deposit. Subsequent  
184 | to providing such written notice, if the landlord changes the  
185 | manner or location in which he or she is holding the advance  
186 | rent or security deposit, he or she must notify the tenant  
187 | within 30 days after the change as provided in paragraphs (a)-  
188 | (d). The landlord is not required to give new or additional  
189 | notice solely because the depository has merged with another  
190 | financial institution, changed its name, or transferred  
191 | ownership to a different financial institution. This subsection  
192 | does not apply to any landlord who rents fewer than five  
193 | individual dwelling units. Failure to give this notice is not a  
194 | defense to the payment of rent when due. The written notice  
195 | must:

196 |       (c) State that whether the tenant is entitled to interest  
197 | on the deposit and the amount of the interest.

198 |       (3) The landlord or the landlord's agent may disburse  
199 | advance rents from the deposit account to the landlord's benefit  
200 | when the advance rental period commences and without notice to



201 the tenant. For all other deposits:

202 (a) Upon ~~the vacating of the premises for~~ termination of  
203 the rental agreement lease, ~~if the landlord does not intend to~~  
204 ~~impose a claim on the security deposit,~~ the landlord shall have  
205 ~~15 days to~~ return the security deposit together with interest  
206 within 15 days after the tenant vacates the premises. ~~if~~  
207 ~~otherwise required,~~ or The landlord has ~~shall have~~ 30 days from  
208 when the tenant vacates the premises to give the tenant written  
209 notice by certified mail to the tenant's last known mailing  
210 address of his or her intention to impose a claim on the deposit  
211 and the reason for imposing the claim. The notice shall contain  
212 a statement in substantially the following form:

213 This is a notice of my intention to impose a claim for  
214 damages in the amount of .... upon your security deposit, due to  
215 ..... It is sent to you as required by s. 83.49(3), Florida  
216 Statutes. You are hereby notified that you must object in  
217 writing to this deduction from your security deposit within 15  
218 days from the time you receive this notice or I will be  
219 authorized to deduct my claim from your security deposit. Your  
220 objection must be sent to ... (landlord's address)....

221 If the landlord fails to give the required notice within the 30-  
222 day period, he or she forfeits the right to impose a claim upon  
223 the security deposit and may not seek a setoff against the  
224 deposit but may file an action for damages after return of the  
225 deposit.

226 (b) Unless the tenant objects to the imposition of the  
227 landlord's claim or the amount thereof within 15 days after  
228 receipt of the landlord's notice of intention to impose a claim,  
229 the landlord may ~~then~~ deduct the amount of his or her claim and  
230 shall remit the balance of the deposit and any interest to the  
231 tenant within 30 days after the date of the notice of intention  
232 to impose a claim for damages. The failure of the tenant to make  
233 a timely objection does not waive any rights of the tenant to  
234 seek damages in a separate action.

235 (c) If either party institutes an action in a court of  
236 competent jurisdiction to adjudicate the party's right to the  
237 security deposit, the prevailing party is entitled to receive  
238 his or her court costs plus a reasonable fee for his or her  
239 attorney. If a court finds that the landlord failed to meet the  
240 requirements of this section, the court shall award the tenant  
241 damages equal to three times the amount of the tenant's security  
242 deposit. The court shall advance the cause on the calendar.

243 (d) Compliance with this section by an individual or  
244 business entity authorized to conduct business in this state,  
245 including Florida-licensed real estate brokers and sales  
246 associates, constitutes compliance with all other relevant  
247 Florida Statutes pertaining to security deposits held pursuant  
248 to a rental agreement or other landlord-tenant relationship.  
249 Enforcement personnel shall look solely to this section to  
250 determine compliance. This section prevails over any conflicting

251 provisions in chapter 475 and in other sections of the Florida  
252 Statutes, and shall operate to permit licensed real estate  
253 brokers to disburse security deposits and deposit money without  
254 having to comply with the notice and settlement procedures  
255 contained in s. 475.25(1)(d).

256 (5) Except when otherwise provided by the terms of a  
257 written rental agreement ~~lease~~, any tenant who vacates or  
258 abandons the premises prior to the expiration of the term  
259 specified in the written rental agreement ~~lease~~, or any tenant  
260 who vacates or abandons premises which are the subject of a  
261 tenancy from week to week, month to month, quarter to quarter,  
262 or year to year, shall give at least 7 days' written notice,  
263 which notice shall include the address where the tenant may be  
264 reached, by certified mail or personal delivery to the landlord  
265 before ~~prior to~~ vacating or abandoning the premises ~~which notice~~  
266 ~~shall include the address where the tenant may be reached~~.  
267 Failure to give such notice relieves ~~shall relieve~~ the landlord  
268 of the notice requirement of paragraph (3)(a) but does ~~shall~~ not  
269 waive any right the tenant may have to the security deposit or  
270 any part of it.

271 (9) ~~In those cases in which interest is required to be~~  
272 ~~paid to the tenant~~, The landlord shall pay directly to the  
273 tenant, or credit against the current month's rent, the interest  
274 due to the tenant at least once annually. However, ~~no~~ interest  
275 may not be paid to ~~shall be due~~ a tenant who wrongfully

276 terminates his or her tenancy prior to the end of the rental  
 277 term.

278 Section 6. Paragraph (a) of subsection (1) of section  
 279 83.51, Florida Statutes, is amended to read:

280 83.51 Landlord's obligation to maintain premises.—

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

282 (a) Comply with the requirements of applicable building,  
 283 housing, and health codes. The landlord, at commencement of the  
 284 tenancy, must inspect the dwelling unit to ensure compliance  
 285 with all applicable codes; or

286  
 287 The landlord is not required to maintain a mobile home or other  
 288 structure owned by the tenant. The landlord's obligations under  
 289 this subsection may be altered or modified in writing with  
 290 respect to a single-family home or duplex.

291 Section 7. Section 83.54, Florida Statutes, is amended to  
 292 read:

293 83.54 Enforcement of rights and duties; civil action;  
 294 criminal offenses.—Any right or duty declared in this part is  
 295 enforceable by civil action. A right or duty enforced by civil  
 296 action under this section does not preclude prosecution for a  
 297 criminal offense related to the rental agreement or rented  
 298 dwelling unit or premises ~~lease or leased property~~. In an action  
 299 brought by a tenant for wrongful termination of a rental  
 300 agreement, if the court finds in favor of the tenant, any

301 eviction complaint filed by the landlord shall be dismissed and  
 302 the record of such filing removed from the tenant's credit  
 303 report.

304 Section 8. Subsection (6) of section 83.56, Florida  
 305 Statutes, is renumbered as subsection (7), subsections (2) and  
 306 (4) are amended, and a new subsection (6) is added to that  
 307 section, to read:

308 83.56 Termination of rental agreement.—

309 (2) (a) A landlord must have good cause to terminate a  
 310 rental agreement. The following reasons constitute good cause  
 311 allowing for termination of a rental agreement:

312 1. The destruction, damage, or misuse of the landlord's or  
 313 other tenants' property by intentional act.

314 2. A tenant's disorderly conduct or continued unreasonable  
 315 disturbance.

316 3. Failure of the tenant to comply with s. 83.52.

317 4. A violation or breach of the landlord's reasonable  
 318 rules and regulations.

319 5. A violation or breach of covenants or agreements  
 320 contained in the rental agreement.

321 6. Use of the dwelling unit or premises for illegal  
 322 purposes or acts, including, but not limited to, the  
 323 manufacture, sale, or use of illegal drugs, theft of property,  
 324 or assault or threats on the landlord or his or her relatives,  
 325 as defined in s. 494.001(33), or employees.

326        7. The dwelling unit or premises are removed from the  
327 rental market because the state, any political subdivision as  
328 defined in s. 1.01(8), or other entity exercises its power of  
329 eminent domain, the landlord seeks in good faith to permanently  
330 remove the property from the rental market, or the landlord is  
331 converting the dwelling unit or premises from the rental market  
332 to a condominium, cooperative, or fee simple ownership.

333        8. The dwelling unit or premises are being used as an  
334 incident of employment and such employment is terminated.

335        9. The landlord seeks in good faith to recover possession  
336 of the dwelling unit or premises for his or her own use and  
337 occupancy as a principal residence, or for the use and occupancy  
338 as a principal residence by a relative, as defined in s.  
339 494.001(33), of the landlord.

340        (b) If any of the violations in subparagraphs 1.-6. exist  
341 ~~the tenant materially fails to comply with s. 83.52 or material~~  
342 ~~provisions of the rental agreement, other than a failure to pay~~  
343 ~~rent, or reasonable rules or regulations, the landlord may:~~

344        1.(a) If the violation such noncompliance is of a nature  
345 that the tenant should not be given an opportunity to cure it or  
346 if the violation noncompliance constitutes a subsequent or  
347 continuing violation noncompliance within 12 months of a written  
348 warning by the landlord of a similar violation, deliver a  
349 written notice to the tenant specifying the violation  
350 ~~noncompliance~~ and the landlord's intent to terminate the rental

351 agreement by reason thereof. ~~Examples of noncompliance which are~~  
352 ~~of a nature that the tenant should not be given an opportunity~~  
353 ~~to cure include, but are not limited to, destruction, damage, or~~  
354 ~~misuse of the landlord's or other tenants' property by~~  
355 ~~intentional act or a subsequent or continued unreasonable~~  
356 ~~disturbance.~~ In such event, the landlord may terminate the  
357 rental agreement, and the tenant shall have 7 days from the date  
358 that the notice is delivered to vacate the premises. The notice  
359 shall be in substantially the following form:

360       You are advised that your rental agreement ~~lease~~ is  
361 terminated effective immediately. You shall have 7 days from the  
362 delivery of this letter to vacate the premises. This action is  
363 taken because ... (cite the violation ~~noncompliance~~)....

364       2.(b) If the violation ~~such noncompliance~~ is of a nature  
365 that the tenant should be given an opportunity to cure it,  
366 deliver a written notice to the tenant specifying the violation  
367 ~~noncompliance~~, including a notice that, if the violation  
368 ~~noncompliance~~ is not corrected within 7 days from the date that  
369 the written notice is delivered, the landlord shall terminate  
370 the rental agreement by reason thereof. ~~Examples of such~~  
371 ~~noncompliance include, but are not limited to, activities in~~  
372 ~~contravention of the lease or this part such as having or~~  
373 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~  
374 ~~unauthorized manner or permitting such parking; or failing to~~  
375 ~~keep the premises clean and sanitary.~~ If such violation

376 ~~noncompliance~~ recurs within 12 months after notice, an eviction  
377 action may commence without delivering a subsequent notice  
378 pursuant to subparagraph 1. ~~paragraph (a)~~ or this subparagraph  
379 ~~paragraph~~. The notice shall be in substantially the following  
380 form:

381       You are hereby notified that ... (cite the violation  
382 ~~noncompliance~~).... Demand is hereby made that you remedy the  
383 violation ~~noncompliance~~ within 7 days of receipt of this notice  
384 or your rental agreement will be ~~lease shall be deemed~~  
385 terminated and you shall vacate the premises upon such  
386 termination. If this same conduct or conduct of a similar nature  
387 is repeated within 12 months, your tenancy is subject to  
388 termination without further warning and without your being given  
389 an opportunity to cure the violation ~~noncompliance~~.

390       (c) If any other reason provided in paragraph (a) exists,  
391 the landlord may deliver a written notice to the tenant of the  
392 landlord's intent to terminate the rental agreement. The written  
393 notice must specify the reason for the termination. In such  
394 event, the tenant shall have 7 days from the date that the  
395 notice is delivered to vacate the premises.

396       (3) If the tenant fails to pay rent when due and the  
397 default continues for 3 days, excluding Saturday, Sunday, and  
398 legal holidays, after delivery of written demand by the landlord  
399 for payment of the rent or possession of the premises, or if the  
400 tenant habitually pays late or fails to pay the full amount of



401 rent after being given notice of a rent increase as required in  
 402 s. 83.46(4), the landlord may terminate the rental agreement.  
 403 Habitual late payments means more than one late payment  
 404 following the landlord's first written demand for payment. Legal  
 405 holidays for the purpose of this section shall be court-observed  
 406 holidays only. The 3-day notice shall contain a statement in  
 407 substantially the following form:

408       You are hereby notified that you are indebted to me in the  
 409 sum of .... dollars for the rent and use of the premises  
 410 ...(address of leased premises, including county)..., Florida,  
 411 now occupied by you and that I demand payment of the rent or  
 412 possession of the premises within 3 days (excluding Saturday,  
 413 Sunday, and legal holidays) from the date of delivery of this  
 414 notice, to wit: on or before the .... day of ....., ...(year)....  
 415               ...(landlord's name, address and phone number)...

417       (4) The delivery of the written notices required by  
 418 subsections (1), (2), ~~and~~ (3), and (6) shall be by mailing or  
 419 delivery of a true copy thereof or, if the tenant is absent from  
 420 the premises, by leaving a copy thereof at the residence. The  
 421 notice requirements of subsections (1), (2), ~~and~~ (3), and (6)  
 422 may not be waived in the rental agreement ~~lease~~.

423       (6) (a) If the landlord seeks in good faith to undertake  
 424 substantial repairs to the dwelling unit or premises that cannot  
 425 be completed while the dwelling unit is occupied, and that are

426 necessary to bring the dwelling unit or premises into compliance  
427 with applicable codes and laws or under an outstanding notice of  
428 code violations, the landlord may deliver a written notice to  
429 the tenant of the landlord's intent to terminate the rental  
430 agreement. In such event, the tenant shall have 7 days from the  
431 date that the notice is delivered to vacate the premises.

432 (b) A notice terminating a rental agreement under this  
433 subsection must include the following information:

434 1. A statement in substantially the following form: "When  
435 the needed repairs are completed on your dwelling unit or the  
436 premises, the landlord must offer you the opportunity to return  
437 to your dwelling unit with a rental agreement of substantially  
438 the same terms and at the same rent, subject to the landlord's  
439 right to obtain a rent increase for capital improvements."

440 2. If a landlord owns other residential dwelling units and  
441 any such unit is available, a statement informing the tenant of  
442 the existence of the available unit and an offer to enter into a  
443 temporary rental agreement for the available unit or an offer to  
444 enter into a new rental agreement for the available unit. The  
445 landlord shall offer the replacement dwelling unit to the tenant  
446 at a rent based on the rent that the tenant is currently paying,  
447 allowing for adjustments based on the condition, size, and other  
448 amenities of the replacement unit.

449 3. An estimate of the time required to complete the  
450 repairs and the date upon which it is expected that the dwelling

451 unit will be ready for habitation.

452 (c) Upon completion of the repairs of the dwelling unit or  
453 premises, the landlord shall offer the tenant the first right to  
454 return to the dwelling unit at the same rent and under a rental  
455 agreement of substantially the same terms, subject to the  
456 landlord's right to obtain a rent increase for capital  
457 improvements.

458 Section 9. Subsection (2) of section 83.60, Florida  
459 Statutes, is amended to read:

460 83.60 Defenses to action for rent or possession;  
461 procedure.—

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

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

484 Section 10. Section 83.67, Florida Statutes, is amended to  
485 read:

486 83.67 Prohibited practices.—

487 (1) A landlord of any dwelling unit governed by this part  
488 may ~~shall~~ not cause, directly or indirectly, the termination or  
489 interruption of any utility service furnished to the tenant,  
490 including, but not limited to, water, heat, light, electricity,  
491 gas, elevator, garbage collection, or refrigeration, whether or  
492 not the utility service is under the control of, or payment is  
493 made by, the landlord.

494 (2) A landlord of any dwelling unit governed by this part  
495 may ~~shall~~ not prevent the tenant from gaining reasonable access  
496 to the dwelling unit by any means, including, but not limited  
497 to, changing the locks or using any bootlock or similar device.

498 (3) A landlord of any dwelling unit governed by this part  
499 may ~~shall~~ not discriminate against a servicemember in offering a  
500 dwelling unit for rent or in any of the terms of the rental

501 agreement.

502 (4) A landlord of any dwelling unit governed by this part  
 503 may not discriminate against a person in offering a dwelling  
 504 unit for rent or in any of the terms of the rental agreement  
 505 based on the person's race; color; religion; sex; pregnancy;  
 506 national origin; age; physical, mental, or developmental  
 507 disability; HIV status; familial status; sexual orientation;  
 508 gender identity; source of income; or credit score. For purposes  
 509 of this subsection, the term:

510 (a) "Familial status" means the makeup of a person's  
 511 family, including whether there is a child under the age of 18  
 512 living with the person or whether the person is seeking custody  
 513 of a child under the age of 18.

514 (b) "Gender identity" means the identity, appearance, or  
 515 behavior of a person, regardless of whether such identity,  
 516 appearance, or behavior is different from that traditionally  
 517 associated with the person's physiology or assigned sex at  
 518 birth.

519 (c) "Sexual orientation" means a person's heterosexuality,  
 520 homosexuality, or bisexuality.

521 (5) A landlord of any dwelling unit governed by this part  
 522 may not harass or intimidate a tenant for the purpose of  
 523 coercing the tenant into terminating the rental agreement.

524 (6) A landlord of any dwelling unit governed by this part  
 525 may not refuse to show the dwelling unit, either in person or

526 | through photographs, to a prospective tenant until the  
527 | prospective tenant signs a rental agreement.

528 | (7) Unless otherwise required by law, a landlord of any  
529 | dwelling unit governed by this part may not inquire into or  
530 | consider a prospective tenant's criminal history on a rental  
531 | application or rental agreement. A landlord may inquire into or  
532 | consider a prospective tenant's criminal history only after the  
533 | landlord otherwise determines that the prospective tenant  
534 | otherwise qualifies to rent a dwelling unit.

535 | (8) If a landlord requires a prospective tenant to  
536 | complete a rental application before residing in a dwelling  
537 | unit, the landlord may not charge an excessive rental  
538 | application fee. If, after a prospective tenant submits a rental  
539 | application and application fee, a dwelling unit is not  
540 | available, the landlord must refund the application fee to the  
541 | prospective tenant.

542 | (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from  
543 | displaying one portable, removable, cloth or plastic United  
544 | States flag, not larger than 4 and 1/2 feet by 6 feet, in a  
545 | respectful manner in or on the dwelling unit regardless of any  
546 | provision in the rental agreement dealing with flags or  
547 | decorations. The United States flag shall be displayed in  
548 | accordance with s. 83.52(6). The landlord is not liable for  
549 | damages caused by a United States flag displayed by a tenant.  
550 | Any United States flag may not infringe upon the space rented by

551 any other tenant.

552 (10)~~(5)~~ A landlord of any dwelling unit governed by this  
553 part may~~shall~~ not remove the outside doors, locks, roof, walls,  
554 or windows of the unit except for purposes of maintenance,  
555 repair, or replacement; and the landlord may~~shall~~ not remove  
556 the tenant's personal property from the dwelling unit unless  
557 such action is taken after surrender, abandonment, recovery of  
558 possession of the dwelling unit due to the death of the last  
559 remaining tenant in accordance with s. 83.59(3)(d), or a lawful  
560 eviction. If provided in the rental agreement or a written  
561 agreement separate from the rental agreement, upon surrender or  
562 abandonment by the tenant, the landlord is not required to  
563 comply with s. 715.104 and is not liable or responsible for  
564 storage or disposition of the tenant's personal property; if  
565 provided in the rental agreement, there must be printed or  
566 clearly stamped on such rental agreement a legend in  
567 substantially the following form:

568 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON  
569 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE  
570 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS  
571 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT  
572 BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE  
573 TENANT'S PERSONAL PROPERTY.

574 For the purposes of this section, abandonment shall be as set  
575 forth in s. 83.59(3)(c).

576        ~~(11)(6)~~ A landlord who violates any provision of this  
 577 section ~~is shall be~~ liable to the tenant for actual and  
 578 consequential damages or 3 months' rent, whichever is greater,  
 579 and costs, including attorney's fees. Subsequent or repeated  
 580 violations that are not contemporaneous with the initial  
 581 violation are ~~shall be~~ subject to separate awards of damages.

582        ~~(12)(7)~~ A violation of this section constitutes  
 583 irreparable harm for the purposes of injunctive relief.

584        ~~(13)(8)~~ The remedies provided by this section are not  
 585 exclusive and do not preclude the tenant from pursuing any other  
 586 remedy at law or equity that the tenant may have. The remedies  
 587 provided by this section shall also apply to a servicemember or  
 588 person who is a prospective tenant who has been discriminated  
 589 against under subsections (3) and (4) ~~subsection (3)~~.

590        Section 11. Section 83.675, Florida Statutes, is created  
 591 to read:

592        83.675 Tenant opportunity to purchase.—

593        (1) For purposes of this section, the term:

594        (a) "Bona fide offer of sale" means an offer for a price,  
 595 and, including other material terms, that is at least as  
 596 favorable as what would be accepted by a purchaser in an arm's  
 597 length third-party contract, that is comparable to that at which  
 598 a willing seller and a willing buyer would sell and purchase the  
 599 dwelling unit or premises, or that is the appraised value.

600        (b) "Highest and best use" means the reasonable legal use



601 of a dwelling unit or the premises on which the dwelling unit is  
602 located that is physically possible, appropriately supported,  
603 and financially feasible and that results in the highest value  
604 of the dwelling unit or premises.

605 (c) "Matter-of-right" means the appropriate land use,  
606 development density, or building requirements of the dwelling  
607 unit or premises under zoning regulations and law.

608 (2) Before a landlord may sell a dwelling unit or the  
609 premises on which a dwelling unit is located or issue a notice  
610 to vacate the dwelling unit or premises for purposes of  
611 demolition or discontinuance of housing use, the landlord must  
612 give the tenant an opportunity to purchase the dwelling unit or  
613 the premises at a price and with material terms that represent a  
614 bona fide offer of sale.

615 (3) A landlord shall provide the tenant a copy of the  
616 offer of sale, in the preferred language of the tenant, by hand  
617 delivery, e-mail, and certified mail. A landlord may not retain  
618 a percentage of ownership in the dwelling unit or premises in  
619 the offer of sale.

620 (4) The sales price contained in the offer of sale may not  
621 be more than a price comparable to that at which a willing  
622 seller and a willing buyer would sell and purchase the dwelling  
623 unit or premises or the appraised value of the dwelling unit or  
624 premises.

625 (5) The appraisal value shall be based on rights a

626 landlord has as a matter-of-right as of the date of the offer of  
627 sale, including any existing right a landlord may have to  
628 convert the dwelling unit or premises to another use. The  
629 appraisal value may take into consideration the highest and best  
630 use of the dwelling unit or premises.

631 (6) A tenant may challenge an offer of sale as not being a  
632 bona fide offer of sale and request a determination of the  
633 appraised value by an independent licensed appraiser, as defined  
634 in s. 475.611, at the expense of the tenant, by providing  
635 written notice to the landlord and the Division of Consumer  
636 Services within the Department of Agriculture and Consumer  
637 Services by hand delivery, electronic transmission, or certified  
638 mail within 30 days after receipt of the offer of sale.

639 (7) The landlord has the burden of proof to establish that  
640 an offer of sale under this section is a bona fide offer of  
641 sale.

642 Section 12. Section 83.676, Florida Statutes, is created  
643 to read:

644 83.676 Early termination of rental agreement by a victim  
645 of domestic violence, dating violence, sexual violence, or  
646 stalking; lock changing.—

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

648 (a) "Dating violence" has the same meaning as in s.  
649 784.046.

650 (b) "Domestic violence" has the same meaning as in s.

651 741.28.

652 (c) "Sexual violence" has the same meaning as in s.

653 784.046.

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

655 (2) A landlord may not terminate a rental agreement or  
656 evict a tenant for an incident involving actual or threatened  
657 domestic violence, dating violence, sexual violence, or stalking  
658 if the tenant or the tenant's minor child is the victim of such  
659 actual or threatened violence or stalking. A rental agreement  
660 may not include a provision deeming that early termination of a  
661 rental agreement because of an incident involving actual or  
662 threatened domestic violence, dating violence, sexual violence,  
663 or stalking, in which the tenant or the tenant's minor child is  
664 a victim and not the perpetrator, is a breach of the rental  
665 agreement.

666 (3) (a) If a tenant or a tenant's minor child is a victim  
667 of actual or threatened domestic violence, dating violence,  
668 sexual violence, or stalking during the term of a rental  
669 agreement, the tenant may, without penalty, terminate the rental  
670 agreement at any time by providing the landlord with written  
671 notice of the tenant's intent to terminate the rental agreement  
672 and to vacate the premises because of such incident. The  
673 termination of the rental agreement is effective immediately  
674 upon delivery of the written notice and documentation specified  
675 in paragraph (b), if applicable, to the landlord.

676        (b) Unless the landlord notifies the tenant that  
677        documentation is not needed, a notice of termination from the  
678        tenant required under paragraph (a) must be accompanied by  
679        documentation verifying the tenant's or the tenant's minor  
680        child's status as a victim of actual or threatened domestic  
681        violence, dating violence, sexual violence, or stalking and may  
682        include:

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

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

691            3. A written verification from a domestic violence center  
692            certified under chapter 39 or a rape crisis center as defined in  
693            s. 794.055 which states that the tenant or the tenant's minor  
694            child is a victim of actual or threatened domestic violence,  
695            dating violence, sexual violence, or stalking; or

696            4. A copy of a law enforcement report documenting an  
697            incident of actual or threatened domestic violence, dating  
698            violence, sexual violence, or stalking against the tenant or the  
699            tenant's minor child.

700        (c) A notice of termination from the tenant required under

701 paragraph (a) must be provided by certified mail or hand  
702 delivery to the landlord, a person authorized to receive notices  
703 on behalf of the landlord under s. 83.50, a resident manager, or  
704 the person or entity that collects the rent on behalf of the  
705 landlord.

706 (d) If a rental agreement with a specific duration is  
707 terminated by a tenant under this subsection less than 30 days  
708 before the end of the rental agreement, the tenant is liable for  
709 the rent for the remaining period of the rental agreement. If a  
710 rental agreement with a specific duration is terminated by a  
711 tenant under this subsection 30 or more days before the end of  
712 the rental agreement, the tenant is liable for prorated rent for  
713 a period of 30 days immediately following delivery of the notice  
714 of termination. After compliance with this paragraph, the tenant  
715 is released from any further obligation to pay rent,  
716 concessions, damages, fees, or penalties, and the landlord is  
717 not entitled to the remedies provided in s. 83.595.

718 (e) If a rental agreement is terminated by a tenant under  
719 this subsection, the landlord must comply with s. 83.49(3). A  
720 tenant who terminates a rental agreement under this subsection  
721 does not forfeit any deposit money or advance rent paid to the  
722 landlord.

723 (f) This subsection does not affect a tenant's liability  
724 for unpaid rent or other amounts owed to the landlord before the  
725 termination of the rental agreement under this subsection.

726 (g) If the perpetrator of actual or threatened domestic  
727 violence, dating violence, sexual violence, or stalking is also  
728 a tenant under the same rental agreement as the tenant who is a  
729 victim, or whose minor child is a victim, of such actual or  
730 threatened violence or stalking, neither the perpetrator's  
731 liability for rent nor his or her other obligations under the  
732 rental agreement are terminated under this subsection, and the  
733 landlord is entitled to the rights and remedies provided by this  
734 part against the perpetrator.

735 (4) (a) A tenant or a tenant's minor child who is a victim  
736 of actual or threatened domestic violence, dating violence,  
737 sexual violence, or stalking and who wishes to remain in the  
738 dwelling unit may make a written request to the landlord  
739 accompanied by any one of the documents listed in paragraph  
740 (3) (b), and the landlord shall, within 24 hours after receipt of  
741 the request, change the locks of the tenant's dwelling unit and  
742 provide the tenant with a key to the new locks.

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

748 1. The locks are changed in like manner as if the landlord  
749 had changed the locks, with locks of similar or better quality  
750 than the original locks.

751        2. The landlord is notified within 24 hours after the  
752 changing of the locks.

753        3. The landlord is provided a key to the new locks within  
754 a reasonable time.

755        (c) If the locks are changed under this subsection, the  
756 landlord is not liable to any person who does not have access to  
757 the dwelling unit.

758        (5) A landlord may not refuse to enter into a rental  
759 agreement for a dwelling unit, refuse to negotiate for the  
760 rental of a dwelling unit, make a dwelling unit unavailable, or  
761 retaliate in the rental of a dwelling unit because:

762        (a) The tenant, prospective tenant, or minor child of the  
763 tenant or prospective tenant is a victim of actual or threatened  
764 domestic violence, dating violence, sexual violence, or  
765 stalking; or

766        (b) The tenant or prospective tenant has previously  
767 terminated a rental agreement because of an incident involving  
768 actual or threatened domestic violence, dating violence, sexual  
769 violence, or stalking in which the tenant, prospective tenant,  
770 or minor child of the tenant or prospective tenant was a victim.

771  
772 However, the landlord may refuse to enter into a rental  
773 agreement, negotiate for the rental of a dwelling unit, or make  
774 a dwelling unit available if the tenant or prospective tenant  
775 fails to comply with the landlord's request for documentation of

776 an incident of actual or threatened domestic violence, dating  
777 violence, sexual violence, or stalking that occurred before  
778 termination of a prior rental agreement. A landlord's request  
779 for documentation is satisfied upon the tenant's or prospective  
780 tenant's provision of any one of the documents listed in  
781 paragraph (3) (b).

782 (6) All information provided to a landlord under  
783 subsections (3), (4), and (5), including the fact that a tenant,  
784 prospective tenant, or a tenant's or prospective tenant's minor  
785 child is a victim of actual or threatened domestic violence,  
786 dating violence, sexual violence, or stalking, and including the  
787 tenant's forwarding address, is confidential. The landlord may  
788 not enter such information into any shared database or provide  
789 the information to any other person or entity, except to the  
790 extent such disclosure is:

791 (a) Made to a person specified in paragraph (3) (c) solely  
792 for a legitimate business purpose;

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

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

796 (d) Otherwise required by law.

797 (7) A tenant or prospective tenant, on his or her own  
798 behalf or on behalf of his or her minor child, may file a civil  
799 action against a landlord for a violation of this section. A  
800 landlord who violates subsection (5) or subsection (6) is



HB 1283

2019

801 civilly liable to the victim for \$1,000 for punitive damages,  
802 actual and consequential damages, and court costs, including  
803 reasonable attorney fees, unless the landlord can show that this  
804 was the landlord's first violation and the violation was not  
805 committed in bad faith. Subsequent or repeated violations that  
806 are not contemporaneous with the initial violation are subject  
807 to separate awards of damages.

808 (8) The provisions of this section may not be waived or  
809 modified by a rental agreement.

810 Section 13. This act shall take effect July 1, 2019.