

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

26 terminate a rental agreement if the tenant fails to
27 pay rent for a specified number of days; amending s.
28 83.60, F.S.; removing a requirement that certain money
29 be paid into the registry of the court; amending s.
30 83.67, F.S.; prohibiting a landlord from engaging in
31 certain conduct; providing definitions; conforming a
32 cross-reference to changes made by the act; creating
33 s. 83.675, F.S.; providing definitions; requiring a
34 landlord to give tenants a specified amount of time to
35 purchase the dwelling unit or premises under certain
36 circumstances; providing requirements for an offer of
37 sale; authorizing a tenant to challenge an offer of
38 sale; creating s. 83.676, F.S.; providing definitions;
39 prohibiting a landlord from evicting a tenant or
40 terminating a rental agreement because the tenant or
41 the tenant's minor child is a victim of actual or
42 threatened domestic violence, dating violence, sexual
43 violence, or stalking; specifying that a rental
44 agreement may not contain certain provisions;
45 authorizing a victim of such actual or threatened
46 violence or stalking to terminate a rental agreement
47 under certain circumstances; requiring certain
48 documentation and written notice to landlord;
49 providing for liability for rent for both the tenant
50 and the perpetrator, if applicable; specifying that a

51 tenant does not forfeit certain money paid to the
52 landlord for terminating the rental agreement under
53 certain circumstances; requiring a landlord to change
54 the locks of the dwelling unit within a specified
55 period under certain circumstances; authorizing the
56 tenant to change the locks of the dwelling unit under
57 certain circumstances; prohibiting certain actions by
58 a landlord under certain circumstances; amending s.
59 83.681, F.S.; conforming provisions to changes made by
60 the act; creating s. 83.684, F.S.; tolling specified
61 time periods for certain evictions; requiring a court
62 to stay certain eviction proceedings; providing a
63 definition; prohibiting a landlord from evicting a
64 tenant or removing personal property under certain
65 circumstances; amending s. 723.005, F.S.; removing
66 certain limitations on the enforcement of the chapter
67 by the Division of Florida Condominiums, Timeshares,
68 and Mobile Homes of the Department of Business and
69 Professional Regulation; amending s. 723.033, F.S.;
70 specifying what constitutes an unreasonable rent
71 increase or resulting lot rental amount; amending s.
72 723.037, F.S.; specifying what constitutes an
73 unreasonable rent increase or resulting lot rental
74 amount; removing legislative intent relating to
75 enforcement; prohibiting a park owner from taking

76 certain actions during the pendency of a dispute;
 77 amending s. 723.0612, F.S.; increasing the payment a
 78 homeowner may collect from the Florida Mobile Home
 79 Relocation Corporation in certain situations; amending
 80 s. 723.071, F.S.; extending the time period the
 81 officers of a homeowners' association may contract to
 82 buy a mobile home park; prohibiting a park owner from
 83 executing certain contracts until after a specified
 84 timeframe; providing an effective date.

85

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

87

88 Section 1. Section 83.455, Florida Statutes, is created to
 89 read:

90 83.455 Rental agreements.—

91 (1) Within 3 days after entering into, extending, or
 92 renewing a rental agreement, a tenant must be provided a copy of
 93 the rental agreement. The rental agreement must be written in
 94 plain language and, at the tenant's request, translated into the
 95 preferred language of the tenant.

96 (2) Notwithstanding any other provision of law, all rental
 97 agreements entered into, extended, or renewed on or after July
 98 1, 2020, must include the following provisions:

99 (a) Before a private sale or transfer of title of the
 100 dwelling unit or the premises on which the dwelling unit is

101 located, a landlord must provide the tenant with the right of
102 first refusal to purchase the dwelling unit or premises as
103 provided under s. 83.675.

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

107 (c) If a tenant has occupied the dwelling unit or premises
108 for longer than 6 months, the landlord may not terminate the
109 rental agreement without just cause.

110 (d) A declaration of a state of emergency issued by the
111 President of the United States or the Governor or governing body
112 of a political subdivision of the state under chapter 252 tolls
113 any statutory time periods relating to the eviction of a
114 residential tenant under part II of chapter 83, who lives within
115 the geographic boundaries of the state of emergency, during the
116 emergency declaration period. For purposes of this paragraph,
117 the term "emergency declaration period" includes the period of
118 time stated in the declaration of the state of emergency, and
119 any extensions thereof, and up to 15 days after the expiration
120 of such period of time.

121 (e) During a declaration of a state of emergency issued by
122 the President of the United States or the Governor or governing
123 body of a political subdivision of the state under chapter 252,
124 a tenant may install wind resistance improvements, as defined in
125 s. 163.08(2), to the dwelling unit.

126 Section 2. Subsection (4) is added to section 83.46,
 127 Florida Statutes, to read:

128 83.46 Rent; duration of tenancies.—

129 (4) A landlord must provide to a tenant a written notice,
 130 by certified mail or hand delivery, of a planned rent increase
 131 at least 30 days before the rental agreement renewal period. If
 132 the rent increase is more than 5 percent, the landlord must
 133 provide notice, by certified mail or hand delivery, at least 3
 134 months before the rental agreement renewal period. If the rent
 135 increase is more than 5 percent, the notice must also contain a
 136 statement that the tenant may elect to participate in nonbinding
 137 mediation by providing written notice to the landlord, by
 138 certified mail or hand delivery, within 14 days after receipt of
 139 the notice of the rent increase. For a tenancy without a
 140 specific duration, the landlord must provide written notice, by
 141 certified mail or hand delivery, of a planned rent increase
 142 within the timeframes provided in s. 83.57.

143 Section 3. Paragraph (c) is added to subsection (1) of
 144 section 83.47, Florida Statutes, to read:

145 83.47 Prohibited provisions in rental agreements.—

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

148 (c) Purports that early termination of a rental agreement
 149 because of an incident involving actual or threatened domestic
 150 violence, dating violence, sexual violence, or stalking, in

151 which the tenant or the tenant's minor child is a victim and not
 152 the perpetrator, is a breach of the rental agreement.

153 Section 4. Paragraphs (c) and (d) of subsection (2) and
 154 subsections (1), (3), and (5) through (9) of section 83.49,
 155 Florida Statutes, are amended to read:

156 83.49 Deposit money or advance rent; duty of landlord and
 157 tenant.—

158 (1) Whenever money is deposited or advanced by a tenant on
 159 a rental agreement as security for performance of the rental
 160 agreement or as advance rent for other than the next immediate
 161 rental period, the landlord or the landlord's agent shall
 162 either:

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

169 (a) ~~(b)~~ Hold the total amount of such money in a separate
 170 interest-bearing account in a Florida banking institution for
 171 the benefit of the tenant or tenants, in which case the tenant
 172 shall receive and collect interest in an amount of at least 75
 173 percent of the annualized average interest rate payable on such
 174 account or interest at the rate of 5 percent at the end of the
 175 calendar ~~per~~ year, simple interest, whichever the landlord

176 elects. The landlord may ~~shall~~ not commingle such moneys with
177 any other funds of the landlord or hypothecate, pledge, or in
178 any other way make use of such moneys until such moneys are
179 actually due the landlord; or

180 (b) ~~(e)~~ Post a surety bond, executed by the landlord as
181 principal and a surety company authorized and licensed to do
182 business in the state as surety, with the clerk of the circuit
183 court in the county in which the dwelling unit is located in the
184 total amount of the security deposits and advance rent he or she
185 holds on behalf of the tenant ~~tenants~~ or \$50,000, whichever is
186 less. The bond is ~~shall be~~ conditioned upon the faithful
187 compliance of the landlord with the provisions of this section
188 and runs ~~shall run~~ to the Governor for the benefit of any tenant
189 injured by the landlord's violation of the provisions of this
190 section. In addition to posting the surety bond, the landlord
191 shall pay to the tenant interest at the rate of 5 percent per
192 year, simple interest. A landlord, or the landlord's agent,
193 engaged in the renting of dwelling units in five or more
194 counties, who holds deposit moneys or advance rent and who is
195 otherwise subject to the provisions of this section, may, in
196 lieu of posting a surety bond in each county, elect to post a
197 surety bond in the form and manner provided in this paragraph
198 with the office of the Secretary of State. The bond shall be in
199 the total amount of the security deposit or advance rent held on
200 behalf of the tenant ~~tenants~~ or in the amount of \$250,000,

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201 whichever is less. The bond is ~~shall be~~ conditioned upon the
202 faithful compliance of the landlord with the provisions of this
203 section and runs ~~shall run~~ to the Governor for the benefit of
204 any tenant injured by the landlord's violation of this section.
205 In addition to posting a surety bond, the landlord shall pay to
206 the tenant interest on the security deposit or advance rent held
207 on behalf of that tenant at the rate of 5 percent per year,
208 simple interest.

209 (2) The landlord shall, in the rental lease ~~lease~~ agreement or
210 within 30 days after receipt of advance rent or a security
211 deposit, give written notice to the tenant which includes
212 disclosure of the advance rent or security deposit. Subsequent
213 to providing such written notice, if the landlord changes the
214 manner or location in which he or she is holding the advance
215 rent or security deposit, he or she must notify the tenant
216 within 30 days after the change as provided in paragraphs (a)-
217 (d). The landlord is not required to give new or additional
218 notice solely because the depository has merged with another
219 financial institution, changed its name, or transferred
220 ownership to a different financial institution. This subsection
221 does not apply to any landlord who rents less ~~fewer~~ than five
222 individual dwelling units. Failure to give this notice is not a
223 defense to the payment of rent when due. The written notice
224 must:

225 (c) State that ~~whether~~ the tenant is entitled to interest

226 | on the advance rent or security deposit and the amount of the
227 | interest.

228 | (d) Contain the following disclosure:

229 | YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD
230 | MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE
231 | DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE
232 | LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU
233 | NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU
234 | NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
235 | INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
236 | REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
237 | 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD
238 | WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT
239 | AND INTEREST, IF ANY.

240 | IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD
241 | MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU
242 | FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE
243 | LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A
244 | LAWSUIT CLAIMING A REFUND.

245 | YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
246 | FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
247 | IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
248 | THE LOSING PARTY.

249 | THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
250 | FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND

251 OBLIGATIONS.

252 (3) The landlord or the landlord's agent may disburse
 253 advance rents from the deposit account to the landlord's benefit
 254 when the advance rental period commences and without notice to
 255 the tenant. For all other deposits:

256 (a) Upon ~~the vacating of the premises for~~ termination of
 257 the rental agreement lease, ~~if the landlord does not intend to~~
 258 ~~impose a claim on the security deposit,~~ the landlord shall ~~have~~
 259 ~~15 days to~~ return the security deposit together with interest
 260 within 15 days after the tenant vacates the premises. ~~if~~
 261 ~~otherwise required, or~~ The landlord has ~~shall have~~ 30 days from
 262 when the tenant vacates the premises to give the tenant written
 263 notice by certified mail to the tenant's last known mailing
 264 address of his or her intention to impose a claim on the deposit
 265 and the reason for imposing the claim. The notice shall contain
 266 a statement in substantially the following form:

267 This is a notice of my intention to impose a claim for
 268 damages in the amount of upon your security deposit, due to
 269 It is sent to you as required by s. 83.49(3), Florida
 270 Statutes. You are hereby notified that you must object in
 271 writing to this deduction from your security deposit within 15
 272 days from the time you receive this notice or I will be
 273 authorized to deduct my claim from your security deposit. Your
 274 objection must be sent to ...(landlord's address)....

275 If the landlord fails to give the required notice within the 30-

276 day period, he or she forfeits the right to impose a claim upon
277 the security deposit and may not seek a setoff against the
278 deposit but may file an action for damages after return of the
279 deposit.

280 (b) Unless the tenant objects to the imposition of the
281 landlord's claim or the amount thereof within 15 days after
282 receipt of the landlord's notice of intention to impose a claim,
283 the landlord may ~~then~~ deduct the amount of his or her claim and
284 shall remit the balance of the deposit and any interest to the
285 tenant within 30 days after the date of the notice of intention
286 to impose a claim for damages. The failure of the tenant to make
287 a timely objection does not waive any rights of the tenant to
288 seek damages in a separate action.

289 (c) If either party institutes an action in a court of
290 competent jurisdiction to adjudicate the party's right to the
291 security deposit, the prevailing party is entitled to receive
292 his or her court costs plus a reasonable fee for his or her
293 attorney. If a court finds that the landlord failed to meet the
294 requirements of this section, the court shall award the tenant
295 damages equal to three times the amount of the tenant's security
296 deposit. The court shall advance the cause on the calendar.

297 (d) Compliance with this section by an individual or
298 business entity authorized to conduct business in this state,
299 including Florida-licensed real estate brokers and sales
300 associates, constitutes compliance with all other relevant

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301 Florida Statutes pertaining to security deposits held pursuant
302 to a rental agreement or other landlord-tenant relationship.
303 Enforcement personnel shall look solely to this section to
304 determine compliance. This section prevails over any conflicting
305 provisions in chapter 475 and in other sections of the Florida
306 Statutes, and shall operate to permit licensed real estate
307 brokers to disburse security deposits and deposit money without
308 having to comply with the notice and settlement procedures
309 contained in s. 475.25(1)(d).

310 (5) Except when otherwise provided by the terms of a
311 written rental agreement ~~lease~~, any tenant who vacates or
312 abandons the premises before ~~prior to~~ the expiration of the term
313 specified in the written rental agreement ~~lease~~, or any tenant
314 who vacates or abandons premises which are the subject of a
315 tenancy from week to week, month to month, quarter to quarter,
316 or year to year, shall give at least 7 days' written notice,
317 which notice shall include the address where the tenant may be
318 reached, by certified mail or personal delivery to the landlord
319 before ~~prior to~~ vacating or abandoning the premises ~~which notice~~
320 ~~shall include the address where the tenant may be reached~~.
321 Failure to give such notice relieves ~~shall relieve~~ the landlord
322 of the notice requirement of paragraph (3)(a) but does ~~shall~~ not
323 waive any right the tenant may have to the security deposit or
324 interest or any part of it.

325 (6) For the purposes of this part, a renewal of an

326 existing rental agreement is ~~shall be~~ considered a new rental
327 agreement, and any security deposit carried forward is ~~shall be~~
328 considered a new security deposit.

329 (7) Upon the sale or transfer of title of the rental
330 property from one owner to another, or upon a change in the
331 designated rental agent, any and all security deposits or
332 advance rents being held for the benefit of the tenants shall be
333 transferred to the new owner or agent, together with any earned
334 interest and with an accurate accounting showing the amounts to
335 be credited to each tenant account. Upon the transfer of such
336 funds and records to the new owner or agent, and upon
337 transmittal of a written receipt therefor, the transferor is
338 free from the obligation imposed in subsection (1) to hold such
339 moneys on behalf of the tenant. There is a rebuttable
340 presumption that any new owner or agent received the security
341 deposit or advance rent from the previous owner or agent;
342 however, this presumption is limited to 1 month's rent. This
343 subsection does not excuse the landlord or agent for a violation
344 of other provisions of this section while in possession of such
345 deposits.

346 (8) Any person licensed under the provisions of s.
347 509.241, unless excluded by the provisions of this part, who
348 fails to comply with the provisions of this part is ~~shall be~~
349 subject to a fine or to the suspension or revocation of his or
350 her license by the Division of Hotels and Restaurants of the

351 Department of Business and Professional Regulation in the manner
 352 provided in s. 509.261.

353 (9) ~~In those cases in which interest is required to be~~
 354 ~~paid to the tenant,~~ The landlord shall pay directly to the
 355 tenant, or credit against the current month's rent, the interest
 356 due to the tenant at least once annually. However, ~~no~~ interest
 357 may not be paid to ~~shall be due~~ a tenant who wrongfully
 358 terminates his or her tenancy before ~~prior to~~ the end of the
 359 rental term.

360 Section 5. Paragraph (a) of subsection (1) of section
 361 83.51, Florida Statutes, is amended to read:

362 83.51 Landlord's obligation to maintain premises.—

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

364 (a) Comply with the requirements of applicable building,
 365 housing, and health codes. The landlord, at commencement of the
 366 tenancy, must inspect the dwelling unit to ensure compliance
 367 with all applicable codes; or

368
 369 The landlord is not required to maintain a mobile home or other
 370 structure owned by the tenant. The landlord's obligations under
 371 this subsection may be altered or modified in writing with
 372 respect to a single-family home or duplex.

373 Section 6. Section 83.54, Florida Statutes, is amended to
 374 read:

375 83.54 Enforcement of rights and duties; civil action;

376 criminal offenses.—Any right or duty declared in this part is
377 enforceable by civil action. A right or duty enforced by civil
378 action under this section does not preclude prosecution for a
379 criminal offense related to the rental agreement or rented
380 dwelling unit or premises lease or leased property. In an action
381 brought by a tenant for wrongful termination of a rental
382 agreement, if the court finds in favor of the tenant, any
383 eviction complaint filed by the landlord shall be dismissed and
384 the court shall direct the landlord to assist the tenant in
385 having any record of such filing removed from the tenant's
386 credit report.

387 Section 7. Subsections (2), (3), and (4) of section 83.56,
388 Florida Statutes, are amended to read:

389 83.56 Termination of rental agreement.—

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

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

395 2. A tenant's disorderly conduct, as proscribed in s.
396 877.03, or continued unreasonable disturbance.

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

398 4. A violation or breach of the landlord's reasonable
399 rules and regulations, as provided and described to the tenant
400 before the execution of a rental agreement.

401 5. A violation or breach of covenants or agreements
402 contained in the rental agreement.

403 6. Use of the dwelling unit or premises for illegal
404 purposes or acts, including, but not limited to, the
405 manufacture, sale, or use of illegal drugs, theft of property,
406 or assault or threats on the landlord or his or her relatives,
407 as defined in s. 494.001(34), or employees.

408 7. The dwelling unit or premises are removed from the
409 rental market because the state, any political subdivision as
410 defined in s. 1.01(8), or other entity exercises its power of
411 eminent domain, the landlord seeks in good faith to permanently
412 remove the dwelling unit or premises from the rental market, or
413 the landlord is converting the dwelling unit or premises from
414 the rental market to a condominium, cooperative, or fee simple
415 ownership.

416 8. The landlord seeks in good faith to recover possession
417 of the dwelling unit or premises for his or her own use and
418 occupancy as a principal residence, or for the use and occupancy
419 as a principal residence by a relative, as defined in s.
420 494.001(34), of the landlord.

421 (b) If any situation specified in subparagraphs (a)1.-6.
422 exists the tenant materially fails to comply with s. 83.52 or
423 material provisions of the rental agreement, other than a
424 failure to pay rent, or reasonable rules or regulations, the
425 landlord may:

426 1.(a) If the violation ~~such noncompliance~~ is of a nature
 427 that the tenant should not be given an opportunity to cure it or
 428 if the violation ~~noncompliance~~ constitutes a subsequent or
 429 continuing violation ~~noncompliance~~ within 12 months of a written
 430 warning by the landlord of a similar violation, deliver a
 431 written notice to the tenant specifying the violation
 432 ~~noncompliance~~ and the landlord's intent to terminate the rental
 433 agreement by reason thereof. ~~Examples of noncompliance which are~~
 434 ~~of a nature that the tenant should not be given an opportunity~~
 435 ~~to cure include, but are not limited to, destruction, damage, or~~
 436 ~~misuse of the landlord's or other tenants' property by~~
 437 ~~intentional act or a subsequent or continued unreasonable~~
 438 ~~disturbance.~~ In such event, the landlord may terminate the
 439 rental agreement, and the tenant has 14 ~~shall have 7~~ days after
 440 ~~from~~ the date that the notice is delivered to vacate the
 441 premises. The notice shall be in substantially the following
 442 form:

443 You are advised that your rental agreement ~~lease~~ is
 444 terminated effective immediately. You ~~shall~~ have 14 ~~7~~ days after
 445 ~~from~~ the delivery of this letter to vacate the premises. This
 446 action is taken because ... (cite the violation
 447 ~~noncompliance~~)

448 2.(b) If the violation ~~such noncompliance~~ is of a nature
 449 that the tenant should be given an opportunity to cure it,
 450 deliver a written notice to the tenant specifying the violation

451 ~~noncompliance~~, including a notice that, if the violation
452 ~~noncompliance~~ is not corrected within 14 ~~7~~ days after ~~from~~ the
453 date that the written notice is delivered, the landlord shall
454 terminate the rental agreement by reason thereof. ~~Examples of~~
455 ~~such noncompliance include, but are not limited to, activities~~
456 ~~in contravention of the lease or this part such as having or~~
457 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
458 ~~unauthorized manner or permitting such parking; or failing to~~
459 ~~keep the premises clean and sanitary.~~ If such violation
460 ~~noncompliance~~ recurs within 12 months after notice is given, an
461 eviction action may commence without delivering a subsequent
462 notice under subparagraph 1. ~~pursuant to paragraph (a) or this~~
463 ~~subparagraph paragraph.~~ The notice shall be in substantially the
464 following form:

465 You are hereby notified that ...(cite the violation
466 ~~noncompliance~~).... Demand is hereby made that you remedy the
467 violation noncompliance within 14 ~~7~~ days after ~~of~~ receipt of
468 this notice or your rental agreement will be ~~lease shall be~~
469 ~~deemed~~ terminated and you must ~~shall~~ vacate the premises upon
470 such termination. If this same conduct or conduct of a similar
471 nature is repeated within 12 months, your tenancy is subject to
472 termination without further warning and without your being given
473 an opportunity to cure the violation noncompliance.

474 (c) If any situation specified in subparagraphs (a)7.-9.
475 exists, the landlord may deliver a written notice to the tenant

476 of the landlord's intent to terminate the rental agreement. The
 477 written notice must specify the reason for the termination. In
 478 such event, the tenant has 14 days after the date that the
 479 notice is delivered to vacate the premises.

480 (3) If the tenant fails to pay rent when due and the
 481 default continues for 14 ~~3~~ days, excluding Saturday, Sunday, and
 482 legal holidays, after delivery of written demand by the landlord
 483 for payment of the rent or possession of the premises, the
 484 landlord may terminate the rental agreement. Legal holidays for
 485 the purpose of this section are ~~shall be~~ court-observed holidays
 486 only. The 3-day notice shall contain a statement in
 487 substantially the following form:

488 You are hereby notified that you are indebted to me in the
 489 sum of dollars for the rent and use of the premises
 490 ...(address of leased premises, including county)..., Florida,
 491 now occupied by you and that I demand payment of the rent or
 492 possession of the premises within 3 days (excluding Saturday,
 493 Sunday, and legal holidays) after ~~from~~ the date of delivery of
 494 this notice, to wit: on or before the day of,
 495 ...(year)....

496 ...(landlord's name, address and phone number)...

497
 498 (4) The delivery of the written notices required by
 499 subsections (1), (2), ~~and~~ (3), and (6) shall be by mailing or
 500 delivery of a true copy thereof or, if the tenant is absent from

501 the premises, by leaving a copy thereof at the dwelling unit
 502 ~~residence~~. The notice requirements of subsections (1), (2), and
 503 (3), and (6) may not be waived in the rental agreement ~~lease~~.

504 Section 8. Subsection (2) of section 83.60, Florida
 505 Statutes, is amended to read:

506 83.60 Defenses to action for rent or possession;
 507 procedure.—

508 (2) In an action by the landlord for possession of a
 509 dwelling unit, if the tenant interposes any defense other than
 510 payment, including, but not limited to, the defense of a
 511 defective 3-day notice, the tenant shall pay into the registry
 512 of the court the accrued rent as alleged in the complaint or as
 513 determined by the court and the rent that accrues during the
 514 pendency of the proceeding, when due. The clerk shall notify the
 515 tenant of such requirement in the summons. ~~Failure of the tenant~~
 516 ~~to pay the rent into the registry of the court or to file a~~
 517 ~~motion to determine the amount of rent to be paid into the~~
 518 ~~registry within 5 days, excluding Saturdays, Sundays, and legal~~
 519 ~~holidays, after the date of service of process constitutes an~~
 520 ~~absolute waiver of the tenant's defenses other than payment, and~~
 521 ~~the landlord is entitled to an immediate default judgment for~~
 522 ~~removal of the tenant with a writ of possession to issue without~~
 523 ~~further notice or hearing thereon.~~ If a motion to determine rent
 524 is filed, documentation in support of the allegation that the
 525 rent as alleged in the complaint is in error is required. Public

526 housing tenants or tenants receiving rent subsidies are required
 527 to deposit only that portion of the full rent for which they are
 528 responsible pursuant to the federal, state, or local program in
 529 which they are participating.

530 Section 9. Section 83.67, Florida Statutes, is amended to
 531 read:

532 83.67 Prohibited practices.—

533 (1) A landlord of any dwelling unit governed by this part
 534 may ~~shall~~ not cause, directly or indirectly, the termination or
 535 interruption of any utility service furnished to the tenant,
 536 including, but not limited to, water, heat, light, electricity,
 537 gas, elevator, garbage collection, or refrigeration, whether or
 538 not the utility service is under the control of, or payment is
 539 made by, the landlord.

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

544 (3) A landlord of any dwelling unit governed by this part
 545 may ~~shall~~ not discriminate against a servicemember in offering a
 546 dwelling unit for rent or in any of the terms of the rental
 547 agreement.

548 (4) A landlord of any dwelling unit governed by this part
 549 may not discriminate against a person in offering a dwelling
 550 unit for rent or in any of the terms of the rental agreement

551 based on the person's race; color; religion; sex; pregnancy;
552 national origin; age; physical, mental, or developmental
553 disability; HIV status; familial status; sexual orientation;
554 gender identity; source of income; or credit score. For purposes
555 of this subsection, the term:

556 (a) "Familial status" means the makeup of a person's
557 family, including whether there is a child under the age of 18
558 living with the person or whether the person is seeking custody
559 of a child under the age of 18.

560 (b) "Gender identity" means the identity, appearance, or
561 behavior of a person, regardless of whether such identity,
562 appearance, or behavior is different from that traditionally
563 associated with the person's physiology or assigned sex at
564 birth.

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

567 (d) "Source of income" means the legal gain or recurrent
568 benefit, often measured in money or currency, paid to a person
569 or a representative of the person, including, but not limited
570 to, any form of federal, state, or local public, food, or
571 housing assistance or subsidy, including assistance from the
572 from the Supplemental Nutrition Assistance Program under 7
573 U.S.C. ss. 2011 et seq., and the Housing Choice Voucher Program
574 under 24 CFR part 982.

575 (5) A landlord of any dwelling unit governed by this part

576 may not harass or intimidate a tenant for the purpose of
577 coercing the tenant into terminating the rental agreement or
578 accepting a rent increase.

579 (6) A landlord of any dwelling unit governed by this part
580 may not refuse to show the dwelling unit, either in person or
581 through photographs, to a prospective tenant until the
582 prospective tenant signs a rental agreement.

583 (7) Unless otherwise required by law, a landlord of any
584 dwelling unit governed by this part may not inquire into or
585 consider a prospective tenant's criminal history on a rental
586 application or rental agreement. A landlord may inquire into or
587 consider a prospective tenant's criminal history only after the
588 landlord otherwise determines that the prospective tenant
589 otherwise qualifies to rent a dwelling unit.

590 (8) If a landlord requires a prospective tenant to
591 complete a rental application before residing in a dwelling
592 unit, the landlord may not charge a rental application fee that
593 exceeds \$100 per applicant. For purposes of this subsection,
594 spouses or parents and dependent children are considered one
595 applicant. If, after a prospective tenant submits a rental
596 application and application fee, a dwelling unit is not
597 available, the landlord must refund the application fee to the
598 prospective tenant.

599 (9)-(4) A landlord may ~~shall~~ not prohibit a tenant from
600 displaying one portable, removable, cloth or plastic United

601 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
602 respectful manner in or on the dwelling unit regardless of any
603 provision in the rental agreement dealing with flags or
604 decorations. The United States flag shall be displayed in
605 accordance with s. 83.52(6). The landlord is not liable for
606 damages caused by a United States flag displayed by a tenant.
607 Any United States flag may not infringe upon the space rented by
608 any other tenant.

609 (10)~~(5)~~ A landlord of any dwelling unit governed by this
610 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
611 or windows of the unit except for purposes of maintenance,
612 repair, or replacement; and the landlord may ~~shall~~ not remove
613 the tenant's personal property from the dwelling unit unless
614 such action is taken after surrender, abandonment, recovery of
615 possession of the dwelling unit due to the death of the last
616 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
617 eviction. If provided in the rental agreement or a written
618 agreement separate from the rental agreement, upon surrender or
619 abandonment by the tenant, the landlord is not required to
620 comply with s. 715.104 and is not liable or responsible for
621 storage or disposition of the tenant's personal property; if
622 provided in the rental agreement, there must be printed or
623 clearly stamped on such rental agreement a legend in
624 substantially the following form:
625 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON

626 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
 627 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
 628 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT
 629 BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
 630 TENANT'S PERSONAL PROPERTY.

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

633 (11)~~(6)~~ A landlord who violates any provision of this
 634 section is ~~shall be~~ liable to the tenant for actual and
 635 consequential damages or 3 months' rent, whichever is greater,
 636 and costs, including attorney's fees. Subsequent or repeated
 637 violations that are not contemporaneous with the initial
 638 violation are ~~shall be~~ subject to separate awards of damages.

639 (12)~~(7)~~ A violation of this section constitutes
 640 irreparable harm for the purposes of injunctive relief.

641 (13)~~(8)~~ The remedies provided by this section are not
 642 exclusive and do not preclude the tenant from pursuing any other
 643 remedy at law or equity that the tenant may have. The remedies
 644 provided by this section shall also apply to a servicemember or
 645 person who is a prospective tenant who has been discriminated
 646 against under subsections (3) and (4) ~~subsection (3)~~.

647 Section 10. Section 83.675, Florida Statutes, is created
 648 to read:

649 83.675 Tenant opportunity to purchase.—

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

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

657 (b) "Highest and best use" means the reasonable legal use
658 of a dwelling unit or the premises on which the dwelling unit is
659 located that is physically possible, appropriately supported,
660 and financially feasible and that results in the highest value
661 of the dwelling unit or premises.

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

665 (2) At least 60 days before a landlord may sell a dwelling
666 unit or the premises on which a dwelling unit is located or
667 issue a notice to vacate the dwelling unit or premises for
668 purposes of demolition or discontinuance of housing use, the
669 landlord must give the tenant an opportunity to purchase the
670 dwelling unit or the premises at a price and with material terms
671 that represent a bona fide offer of sale.

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

676 the offer of sale.

677 (4) The sales price contained in the offer of sale may not
678 be more than a price comparable to that at which a willing
679 seller and a willing buyer would sell and purchase the dwelling
680 unit or premises or the appraised value of the dwelling unit or
681 premises.

682 (5) The appraisal value shall be based on rights a
683 landlord has as a matter-of-right as of the date of the offer of
684 sale, including any existing right a landlord may have to
685 convert the dwelling unit or premises to another use. The
686 appraisal value may take into consideration the highest and best
687 use of the dwelling unit or premises.

688 (6) A tenant may challenge an offer of sale as not being a
689 bona fide offer of sale and request a determination of the
690 appraised value by an independent licensed appraiser, as defined
691 in s. 475.611, at the expense of the tenant, by providing
692 written notice to the landlord and the Division of Consumer
693 Services within the Department of Agriculture and Consumer
694 Services by hand delivery, electronic transmission, or certified
695 mail within 30 days after receipt of the offer of sale.

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

699 Section 11. Section 83.676, Florida Statutes, is created
700 to read:

701 83.676 Early termination of rental agreement by a victim
702 of domestic violence, dating violence, sexual violence, or
703 stalking; lock changing.-

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

705 (a) "Dating violence" has the same meaning as in s.
706 784.046.

707 (b) "Domestic violence" has the same meaning as in s.
708 741.28.

709 (c) "Sexual violence" has the same meaning as in s.
710 784.046.

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

712 (2) A landlord may not terminate a rental agreement or
713 evict a tenant for an incident involving actual or threatened
714 domestic violence, dating violence, sexual violence, or stalking
715 if the tenant or the tenant's minor child is the victim of such
716 actual or threatened violence or stalking. A rental agreement
717 may not include a provision deeming that early termination of a
718 rental agreement because of an incident involving actual or
719 threatened domestic violence, dating violence, sexual violence,
720 or stalking, in which the tenant or the tenant's minor child is
721 a victim and not the perpetrator, is a breach of the rental
722 agreement.

723 (3) (a) If a tenant or a tenant's minor child is a victim
724 of actual or threatened domestic violence, dating violence,
725 sexual violence, or stalking during the term of a rental

726 agreement, the tenant may, without penalty, terminate the rental
727 agreement at any time by providing the landlord with written
728 notice of the tenant's intent to terminate the rental agreement
729 and to vacate the premises because of such incident. The
730 termination of the rental agreement is effective immediately
731 upon delivery of the written notice and documentation specified
732 in paragraph (b), if applicable, to the landlord.

733 (b) Unless the landlord notifies the tenant that
734 documentation is not needed, a notice of termination from the
735 tenant required under paragraph (a) must be accompanied by
736 documentation verifying the tenant's or the tenant's minor
737 child's status as a victim of actual or threatened domestic
738 violence, dating violence, sexual violence, or stalking and may
739 include:

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

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

748 3. A written verification from a domestic violence center
749 certified under chapter 39 or a rape crisis center as defined in
750 s. 794.055 which states that the tenant or the tenant's minor

751 child is a victim of actual or threatened domestic violence,
752 dating violence, sexual violence, or stalking; or

753 4. A copy of a law enforcement report documenting an
754 incident of actual or threatened domestic violence, dating
755 violence, sexual violence, or stalking against the tenant or the
756 tenant's minor child.

757 (c) A notice of termination from the tenant required under
758 paragraph (a) must be provided by certified mail or hand
759 delivery to the landlord, a person authorized to receive notices
760 on behalf of the landlord under s. 83.50, a resident manager, or
761 the person or entity that collects the rent on behalf of the
762 landlord.

763 (d) If a rental agreement with a specific duration is
764 terminated by a tenant under this subsection less than 30 days
765 before the end of the rental agreement, the tenant is liable for
766 the rent for the remaining period of the rental agreement. If a
767 rental agreement with a specific duration is terminated by a
768 tenant under this subsection 30 or more days before the end of
769 the rental agreement, the tenant is liable for prorated rent for
770 a period of 30 days immediately following delivery of the notice
771 of termination. After compliance with this paragraph, the tenant
772 is released from any further obligation to pay rent,
773 concessions, damages, fees, or penalties, and the landlord is
774 not entitled to the remedies provided in s. 83.595.

775 (e) If a rental agreement is terminated by a tenant under

776 this subsection, the landlord must comply with s. 83.49(3). A
777 tenant who terminates a rental agreement under this subsection
778 does not forfeit any deposit money or advance rent paid to the
779 landlord.

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

783 (g) If the perpetrator of actual or threatened domestic
784 violence, dating violence, sexual violence, or stalking is also
785 a tenant under the same rental agreement as the tenant who is a
786 victim, or whose minor child is a victim, of such actual or
787 threatened violence or stalking, neither the perpetrator's
788 liability for rent nor his or her other obligations under the
789 rental agreement are terminated under this subsection, and the
790 landlord is entitled to the rights and remedies provided by this
791 part against the perpetrator.

792 (4) (a) A tenant or a tenant's minor child who is a victim
793 of actual or threatened domestic violence, dating violence,
794 sexual violence, or stalking and who wishes to remain in the
795 dwelling unit may make a written request to the landlord
796 accompanied by any one of the documents listed in paragraph
797 (3) (b), and the landlord shall, within 24 hours after receipt of
798 the request, change the locks of the tenant's dwelling unit and
799 provide the tenant with a key to the new locks.

800 (b) If the landlord fails to change the locks within 24

801 hours, the tenant may change the locks without the landlord's
802 permission, notwithstanding any contrary provision in the rental
803 agreement or other applicable rules or regulations imposed by
804 the landlord, if all of the following conditions have been met:

805 1. The locks are changed in like manner as if the landlord
806 had changed the locks, with locks of similar or better quality
807 than the original locks.

808 2. The landlord is notified within 24 hours after the
809 changing of the locks.

810 3. The landlord is provided a key to the new locks within
811 a reasonable time.

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

815 (5) A landlord may not refuse to enter into a rental
816 agreement for a dwelling unit, refuse to negotiate for the
817 rental of a dwelling unit, make a dwelling unit unavailable, or
818 retaliate in the rental of a dwelling unit because:

819 (a) The tenant, prospective tenant, or minor child of the
820 tenant or prospective tenant is a victim of actual or threatened
821 domestic violence, dating violence, sexual violence, or
822 stalking; or

823 (b) The tenant or prospective tenant has previously
824 terminated a rental agreement because of an incident involving
825 actual or threatened domestic violence, dating violence, sexual

826 violence, or stalking in which the tenant, prospective tenant,
827 or minor child of the tenant or prospective tenant was a victim.

828
829 However, the landlord may refuse to enter into a rental
830 agreement, negotiate for the rental of a dwelling unit, or make
831 a dwelling unit available if the tenant or prospective tenant
832 fails to comply with the landlord's request for documentation of
833 an incident of actual or threatened domestic violence, dating
834 violence, sexual violence, or stalking that occurred before
835 termination of a prior rental agreement. A landlord's request
836 for documentation is satisfied upon the tenant's or prospective
837 tenant's provision of any one of the documents listed in
838 paragraph (3) (b).

839 (6) All information provided to a landlord under
840 subsections (3), (4), and (5), including the fact that a tenant,
841 prospective tenant, or a tenant's or prospective tenant's minor
842 child is a victim of actual or threatened domestic violence,
843 dating violence, sexual violence, or stalking, and including the
844 tenant's forwarding address, is confidential. The landlord may
845 not enter such information into any shared database or provide
846 the information to any other person or entity, except to the
847 extent such disclosure is:

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

850 (b) Requested, or consented to, in writing by the tenant

851 or the tenant's legal guardian;

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

853 (d) Otherwise required by law.

854 (7) A tenant or prospective tenant, on his or her own
 855 behalf or on behalf of his or her minor child, may file a civil
 856 action against a landlord for a violation of this section. A
 857 landlord who violates subsection (5) or subsection (6) is
 858 civilly liable to the victim for \$1,000 for punitive damages,
 859 actual and consequential damages, and court costs, including
 860 reasonable attorney fees, unless the landlord can show that this
 861 was the landlord's first violation and the violation was not
 862 committed in bad faith. Subsequent or repeated violations that
 863 are not contemporaneous with the initial violation are subject
 864 to separate awards of damages.

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

867 Section 12. Section 83.681, Florida Statutes, is amended
 868 to read:

869 83.681 Orders to enjoin violations of this part.—

870 (1) A landlord who gives notice to a tenant of the
 871 landlord's intent to terminate the tenant's lease under s.
 872 83.56(2) (b) pursuant to s. 83.56(2) (a), due to the tenant's
 873 ~~intentional destruction, damage, or misuse of the landlord's~~
 874 ~~property~~ may petition the county or circuit court for an
 875 injunction prohibiting the tenant from continuing to violate any

876 of the provisions of that part.

877 (2) The court shall grant the relief requested under
 878 ~~pursuant to~~ subsection (1) in conformity with the principles
 879 that govern the granting of injunctive relief from threatened
 880 loss or damage in other civil cases.

881 (3) Evidence of a tenant's intentional violation of s.
 882 83.56(1)(a)1.-6. resulting destruction, damage, or misuse of the
 883 ~~landlord's property~~ in an amount greater than twice the value of
 884 money deposited with the landlord under ~~pursuant to~~ s. 83.49 or
 885 \$300, whichever is greater, constitutes ~~shall constitute~~
 886 irreparable harm for the purposes of injunctive relief.

887 Section 13. Section 83.684, Florida Statutes, is created
 888 to read:

889 83.684 Actions for rent or possession during a state of
 890 emergency.-

891 (1) A declaration of a state of emergency issued by the
 892 President of the United States or the Governor or governing body
 893 of a political subdivision of the state under chapter 252, tolls
 894 any statutory time periods relating to the eviction of a
 895 residential tenant under this part during the emergency
 896 declaration period. The court shall on its own motion stay any
 897 eviction proceeding under this part during the emergency
 898 declaration period. For purposes of this section, the term
 899 "emergency declaration period" includes the period of time
 900 stated in the declaration of the state of emergency, and any

901 extensions thereof, and up to 90 days after the expiration of
902 such period of time.

903 (2) A landlord may not bring an action for possession of a
904 dwelling unit under s. 83.59 or remove any personal property of
905 a tenant under s. 83.62 during an emergency declaration period
906 if all of the following conditions are met:

907 (a) The tenant lives within the geographic boundaries of
908 the state of emergency.

909 (b) The tenant or a member of the tenant's immediate
910 family is deceased, missing, or injured as a result of the
911 natural disaster for which the state of emergency was declared.

912 (c) The tenant's ability to pay rent is directly or
913 substantially affected by the natural disaster for which the
914 state of emergency was declared.

915 Section 14. Section 723.005, Florida Statutes, is amended
916 to read:

917 723.005 Regulation by division.—The division has the power
918 and duty to enforce and ensure compliance with ~~the provisions of~~
919 this chapter and rules promulgated under this chapter pursuant
920 ~~hereto~~ relating to the rental, development, and sale of mobile
921 home parks. However, the division does not have the power or
922 duty to enforce mobile home park rules and regulations ~~or to~~
923 ~~enforce the provisions of ss. 723.022, 723.023, and 723.033.~~

924 Section 15. Subsection (6) of section 723.033, Florida
925 Statutes, is amended to read:

926 723.033 Unreasonable lot rental agreements; increases,
 927 changes.—

928 (6) In determining whether a rent increase or resulting
 929 lot rental amount is unreasonable, the court may consider
 930 economic or other factors, including, but not limited to,
 931 increases or decreases in the consumer price index, published by
 932 the Bureau of Labor Statistics of the Department of Labor;
 933 increases or decreases in operating costs or taxes; and prior
 934 disclosures. For the purposes of this section, a rent increase
 935 or resulting lot rental amount in excess of the consumer price
 936 index or 3 percent, whichever is greater, is considered
 937 unreasonable.

938 Section 16. Subsection (1), subsection (4), and
 939 subsections (5), (6), and (7) of section 723.037, Florida
 940 Statutes, are amended, and subsection (8) is added to that
 941 section, to read:

942 723.037 Lot rental increases; reduction in services or
 943 utilities; change in rules and regulations; mediation.—

944 (1) A park owner shall give written notice to each
 945 affected mobile home owner and the board of directors of the
 946 homeowners' association, if one has been formed, at least 90
 947 days before any increase in lot rental amount, ~~or~~ reduction in
 948 services or utilities provided by the park owner, or change in
 949 rules and regulations. The notice shall identify all other
 950 affected homeowners, which may be by lot number, name, group, or

951 phase. If the affected homeowners are not identified by name,
952 the park owner shall make the names and addresses available upon
953 request. A homeowners' ~~The home-owner's~~ right to the 90-day
954 notice may not be waived or precluded by the homeowner ~~a home~~
955 ~~owner~~, or the homeowners' committee, in an agreement with the
956 park owner. Rules adopted as a result of restrictions imposed by
957 governmental entities and required to protect the public health,
958 safety, and welfare may be enforced before ~~prior to~~ the
959 expiration of the 90-day period but are not otherwise exempt
960 from the requirements of this chapter. A lot rental amount may
961 not increase more than 3 percent or the consumer price index,
962 published by the Bureau of Labor Statistics of the Department of
963 Labor, whichever is greater. Pass-through charges must be
964 separately listed as to the amount of the charge, the name of
965 the governmental entity mandating the capital improvement, and
966 the nature or type of the pass-through charge being levied.
967 Notices of increase in the lot rental amount due to a pass-
968 through charge shall state the additional payment and starting
969 and ending dates of each pass-through charge. The homeowners'
970 association does not ~~shall~~ have ~~no~~ standing to challenge the
971 increase in lot rental amount, reduction in services or
972 utilities, or change of rules and regulations unless a majority
973 of the affected homeowners agree, in writing, to such
974 representation.

975 (4) (a) A committee, not to exceed five in number,

976 designated by a majority of the affected homeowners ~~mobile home~~
977 ~~owners~~ or by the board of directors of the homeowners'
978 association, if applicable, and the park owner shall meet, at a
979 mutually convenient time and place no later than 60 days before
980 the effective date of the change to discuss the reasons for the
981 increase in lot rental amount, reduction in services or
982 utilities, or change in rules and regulations. The negotiating
983 committee shall make a written request for a meeting with the
984 park owner or subdivision developer to discuss those matters
985 addressed in the 90-day notice, and may include in the request a
986 listing of any other issue, with supporting documentation, that
987 the committee intends to raise and discuss at the meeting.

988 (b)1. At the meeting, the park owner or subdivision
989 developer shall in good faith disclose and explain all material
990 factors resulting in the decision to increase the lot rental
991 amount, reduce services or utilities, or change rules and
992 regulations, including how those factors justify the specific
993 change proposed. The park owner or subdivision developer may not
994 limit the discussion of the reasons for the change to
995 generalities only, such as, but not limited to, increases in
996 operational costs, changes in economic conditions, or rents
997 charged by comparable mobile home parks. For example, if the
998 reason for an increase in lot rental amount is an increase in
999 operational costs, the park owner must disclose the item or
1000 items which have increased, the amount of the increase, any

1001 similar item or items which have decreased, and the amount of
1002 the decrease. If an increase is based upon the lot rental amount
1003 charged by comparable mobile home parks, the park owner shall
1004 disclose, and provide in writing to the committee at or before
1005 the meeting, the name, address, lot rental amount, and any other
1006 relevant factors relied upon by the park owner, such as
1007 facilities, services, and amenities, concerning the comparable
1008 mobile home parks. The information concerning comparable mobile
1009 home parks to be exchanged by the parties is to encourage a
1010 dialogue concerning the reasons used by the park owner for the
1011 increase in lot rental amount and to encourage the homeowners
1012 ~~home owners~~ to evaluate and discuss the reasons for those
1013 changes with the park owner. The park owner shall prepare a
1014 written summary of the material factors and retain a copy for 3
1015 years. The park owner shall provide the committee a copy of the
1016 summary at or before the meeting.

1017 2. The park owner shall not limit the comparable mobile
1018 home park disclosure to those mobile home parks that are owned
1019 or operated by the same owner or operator as the subject park,
1020 except in certain circumstances, which include, but are not
1021 limited to:

1022 a. That the market area for comparable mobile home parks
1023 includes mobile home parks owned or operated by the same entity
1024 that have similar facilities, services, and amenities;

1025 b. That the subject mobile home park has unique attributes

1026 | that are shared with similar mobile home parks;

1027 | c. That the mobile home park is located in a geographic or

1028 | market area that contains few comparable mobile home parks; or

1029 | d. That there are similar considerations or factors that

1030 | would be considered in such a market analysis by a competent

1031 | professional and would be considered in determining the

1032 | valuation of the market rent.

1033 | (c) If the committee disagrees with a park owner's lot

1034 | rental amount increase based upon comparable mobile home parks,

1035 | the committee shall disclose to the park owner the name,

1036 | address, lot rental amount, and any other relevant factors

1037 | relied upon by the committee, such as facilities, services, and

1038 | amenities, concerning the comparable mobile home parks. The

1039 | committee shall provide to the park owner the disclosure, in

1040 | writing, within 15 days after the meeting with the park owner,

1041 | together with a request for a second meeting. The park owner

1042 | shall meet with the committee at a mutually convenient time and

1043 | place within 30 days after receipt by the park owner of the

1044 | request from the committee to discuss the disclosure provided by

1045 | the committee. At the second meeting, the park owner may take

1046 | into account the information on comparable parks provided by the

1047 | committee, may supplement the information provided to the

1048 | committee at the first meeting, and may modify his or her

1049 | position, but the park owner may not change the information

1050 | provided to the committee at the first meeting.

1051 (d) The committee and the park owner may mutually agree,
 1052 in writing, to extend or continue any meetings required by this
 1053 section.

1054 (e) Either party may prepare and use additional
 1055 information to support its position during or subsequent to the
 1056 meetings required by this section.

1057
 1058 ~~This subsection is not intended to be enforced by civil or~~
 1059 ~~administrative action. Rather, the meetings and discussions are~~
 1060 ~~intended to be in the nature of settlement discussions prior to~~
 1061 ~~the parties proceeding to mediation of any dispute.~~

1062 (5) (a) Within 30 days after the date of the last scheduled
 1063 meeting described in subsection (4), the homeowners may petition
 1064 the division to initiate mediation of the dispute under pursuant
 1065 ~~to~~ s. 723.038 if a majority of the affected homeowners have
 1066 designated, in writing, that:

- 1067 1. The rental increase is unreasonable;
- 1068 2. The rental increase has made the lot rental amount
 1069 unreasonable;
- 1070 3. The decrease in services or utilities is not
 1071 accompanied by a corresponding decrease in rent or is otherwise
 1072 unreasonable; or
- 1073 4. The change in the rules and regulations is
 1074 unreasonable.

1075 (b) A park owner, within the same time period, may also

1076 petition the division to initiate mediation of the dispute.

1077 (c) When a dispute involves a rental increase for
 1078 different homeowners ~~home owners~~ and there are different rates
 1079 or different rental terms for those homeowners ~~home owners~~, all
 1080 such rent increases in a calendar year for one mobile home park
 1081 may be considered in one mediation proceeding.

1082 (d) At mediation, the park owner and the homeowners'
 1083 ~~homeowners~~ committee may supplement the information provided to
 1084 each other at the meetings described in subsection (4) and may
 1085 modify their position, but they may not change the information
 1086 provided to each other at the first and second meetings.

1087
 1088 The purpose of this subsection is to encourage discussion and
 1089 evaluation by the parties of the comparable mobile home parks in
 1090 the competitive market area. ~~The requirements of this subsection~~
 1091 ~~are not intended to be enforced by civil or administrative~~
 1092 ~~action. Rather, the meetings and discussions are intended to be~~
 1093 ~~in the nature of settlement discussions prior to the parties~~
 1094 ~~proceeding to litigation of any dispute.~~

1095 (6) If a party requests mediation and the opposing party
 1096 refuses to agree to mediate upon proper request, the party
 1097 refusing to mediate is ~~shall~~ not be entitled to attorney
 1098 ~~attorney's~~ fees in any action relating to a dispute described in
 1099 this section.

1100 (7) The term "parties," for purposes of mediation under

1101 this section and s. 723.038, means a park owner and a
 1102 homeowners' committee selected under ~~pursuant to~~ this section.

1103 (8) During the pendency of the dispute, a park owner may
 1104 not:

1105 (a) Collect or attempt to collect the amount of rent.

1106 (b) Enforce rules and regulations that are the subject of
 1107 a dispute under this section.

1108 (c) Pursue eviction because the tenant failed to pay rent
 1109 or violated rules or requirements that are the subject of a
 1110 dispute under this section.

1111 Section 17. Subsection (7) of section 723.0612, Florida
 1112 Statutes, is amended to read:

1113 723.0612 Change in use; relocation expenses; payments by
 1114 park owner.—

1115 (7) In lieu of collecting payment from the Florida Mobile
 1116 Home Relocation Corporation as set forth in subsection (1), a
 1117 mobile home owner may abandon the mobile home in the mobile home
 1118 park and collect \$10,000 ~~\$1,375~~ for a single section and \$20,000
 1119 ~~\$2,750~~ for a multisection from the corporation as long as the
 1120 mobile home owner delivers to the park owner the current title
 1121 to the mobile home duly endorsed by the owner of record and
 1122 valid releases of all liens shown on the title. If a mobile home
 1123 owner chooses this option, the park owner shall make payment to
 1124 the corporation in an amount equal to the amount the mobile home
 1125 owner is entitled to under this subsection. The mobile home

1126 owner's application for funds under this subsection requires
 1127 ~~shall require~~ the submission of a document signed by the park
 1128 owner stating that the home has been abandoned under this
 1129 subsection and that the park owner agrees to make payment to the
 1130 corporation in the amount provided to the home owner under this
 1131 subsection. However, in the event that the required documents
 1132 are not submitted with the application, the corporation may
 1133 consider the facts and circumstances surrounding the abandonment
 1134 of the home to determine whether the mobile home owner is
 1135 entitled to payment under ~~pursuant to~~ this subsection. The
 1136 mobile home owner is not entitled to any compensation under this
 1137 subsection if there is a pending eviction action for nonpayment
 1138 of lot rental amount under ~~pursuant to~~ s. 723.061(1)(a) which
 1139 was filed against him or her before ~~prior to~~ the mailing date of
 1140 the notice of change in the use of the mobile home park given
 1141 under ~~pursuant to~~ s. 723.061(1)(d).

1142 Section 18. Subsections (1) and (2) of section 723.071,
 1143 Florida Statutes, are amended to read:

1144 723.071 Sale of mobile home parks.—

1145 (1)(a) If a mobile home park owner offers a mobile home
 1146 park for sale, she or he shall notify the officers of the
 1147 homeowners' association created under ~~pursuant to~~ ss. 723.075-
 1148 723.079 of the offer, stating the price and the terms and
 1149 conditions of sale.

1150 (b) The homeowners ~~mobile home owners~~, by and through the

1151 association defined in s. 723.075, ~~shall~~ have the right to
1152 purchase the park, provided the officers of the homeowners'
1153 association ~~home-owners~~ meet the price and terms and conditions
1154 of the mobile home park owner by executing a contract with the
1155 park owner within 160 ~~45~~ days, unless agreed to otherwise, after
1156 ~~from~~ the date of mailing of the notice and provided they have
1157 complied with ss. 723.075-723.079. If a contract between the
1158 park owner and the association is not executed within such 160-
1159 day ~~45-day~~ period, then, unless the park owner thereafter elects
1160 to offer the park at a price lower than the price specified in
1161 her or his notice to the officers of the homeowners'
1162 association, the park owner has no further obligations under
1163 this subsection, and her or his only obligation shall be as set
1164 forth in subsection (2).

1165 (c) If the park owner thereafter elects to offer the park
1166 at a price lower than the price specified in her or his notice
1167 to the officers of the homeowners' association ~~home-owners~~, the
1168 homeowners ~~home-owners~~, by and through the association, ~~will~~
1169 have an additional 10 days to meet the price and terms and
1170 conditions of the park owner by executing a contract.

1171 (2) If a mobile home park owner receives a bona fide offer
1172 to purchase the park that she or he intends to consider or make
1173 a counteroffer to, the park owner's only obligation is ~~shall be~~
1174 to notify the officers of the homeowners' association that she
1175 or he has received an offer and disclose the price and material

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1176 terms and conditions upon which she or he would consider selling
1177 the park and consider any offer made by the homeowners, by and
1178 through the association ~~home owners~~, provided the homeowners
1179 ~~home owners~~ have complied with ss. 723.075-723.079. The park
1180 owner is ~~shall be~~ under no obligation to sell to the homeowners,
1181 by and through the association, ~~home owners~~ or to interrupt or
1182 delay other negotiations; however, the park owner may not ~~and~~
1183 ~~shall be free at any time to~~ execute a contract for the sale of
1184 the park to a party or parties other than the homeowners ~~home~~
1185 ~~owners~~ or the association until 160 days, unless agreed to
1186 otherwise, after the mailing of the notice required in
1187 subsection (1).

1188 Section 19. This act shall take effect July 1, 2020.