

By Senator Rodriguez

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1                                   A bill to be entitled  
2       An act relating to residential tenancies; creating s.  
3       83.684, F.S.; providing legislative intent; defining  
4       terms; prohibiting a landlord from evicting a tenant  
5       or terminating a residential rental agreement because  
6       the tenant is a victim of actual or threatened  
7       domestic violence, dating violence, sexual violence,  
8       or stalking; specifying that a rental agreement may  
9       not contain certain provisions; authorizing a victim  
10      of such actual or threatened violence or stalking to  
11      terminate a residential rental agreement without  
12      penalty by providing written notice of intent to  
13      terminate the agreement and to vacate the premises;  
14      providing that such termination of a rental agreement  
15      is effective immediately upon delivery of the written  
16      notice; providing requirements for such notice of  
17      termination; providing for liability for payment of  
18      rent; specifying that a tenant does not forfeit any  
19      deposit money or advance rent paid to the landlord for  
20      terminating a rental agreement under certain  
21      circumstances; providing construction; providing that  
22      a perpetrator's liability for rent and obligations  
23      under a rental agreement are not terminated under  
24      certain circumstances; requiring a landlord to change  
25      the locks of a dwelling unit within a specified period  
26      under certain circumstances; authorizing a tenant to  
27      change the locks of a dwelling unit under certain  
28      circumstances; prohibiting a landlord from refusing to  
29      enter into or negotiate a rental agreement, from

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30 making a dwelling unit unavailable, or from  
31 retaliating in the rental of a dwelling unit under  
32 certain circumstances; providing an exception;  
33 requiring a landlord to keep certain information  
34 relating to certain tenants confidential; providing  
35 exceptions; authorizing a tenant to file a civil  
36 action against a landlord under certain circumstances;  
37 providing a civil penalty and awards for damages,  
38 court costs, and attorney fees; prohibiting waiver of  
39 the provisions of the act; providing an effective  
40 date.

41  
42 Be It Enacted by the Legislature of the State of Florida:

43  
44 Section 1. Section 83.684, Florida Statutes, is created to  
45 read:

46 83.684 Early termination of a residential rental agreement  
47 or lock changing authorized for victims of domestic violence,  
48 dating violence, sexual violence, and stalking.-

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

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

54 (a) "Dating violence" has the same meaning as in s.  
55 784.046(1) (d).

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

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

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59 784.046(1)(c).

60 (d) "Stalking" has the same meaning as the term  
61 "cyberstalking" as defined in s. 784.048(1)(d).

62 (3) A landlord may not terminate a residential rental  
63 agreement or evict a tenant for an incident involving actual or  
64 threatened domestic violence, dating violence, sexual violence,  
65 or stalking if the tenant is the victim of such actual or  
66 threatened violence or stalking. A rental agreement may not  
67 include a provision deeming an incident involving actual or  
68 threatened domestic violence, dating violence, sexual violence,  
69 or stalking, in which the tenant involved is a victim and not a  
70 perpetrator, to be a breach of the rental agreement. A landlord  
71 may not deem such incidents of actual or threatened violence or  
72 stalking as grounds for terminating the rental agreement or  
73 evicting the victim.

74 (4)(a) If a tenant or a tenant's minor child is a victim of  
75 actual or threatened domestic violence, dating violence, sexual  
76 violence, or stalking during the term of a rental agreement, the  
77 tenant may, without penalty, terminate the rental agreement at  
78 any time by providing the landlord with written notice of the  
79 tenant's intent to terminate the rental agreement and to vacate  
80 the premises because of an incident of actual or threatened  
81 domestic violence, dating violence, sexual violence, or  
82 stalking. The termination of the rental agreement is effective  
83 immediately upon delivery of written notice to the landlord.

84 (b) Unless the landlord notifies the tenant that  
85 documentation is not needed, a notice of termination from the  
86 tenant pursuant to paragraph (a) must be accompanied by  
87 documentation verifying the tenant's or his or her minor child's

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88 status as a victim of actual or threatened domestic violence,  
89 dating violence, sexual violence, or stalking and may include:

90 1. A copy of an injunction for protection against domestic  
91 violence, dating violence, sexual violence, or stalking issued  
92 to the tenant as victim or as parent or legal guardian of a  
93 minor victim;

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

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

104 4. A copy of a law enforcement report documenting an  
105 incident of actual or threatened domestic violence, dating  
106 violence, sexual violence, or stalking against the tenant or the  
107 tenant's minor child.

108 (c) A notice of termination from the tenant pursuant to  
109 this subsection shall be mailed or delivered to the landlord, a  
110 person authorized to receive notices and demands in the  
111 landlord's behalf pursuant to s. 83.50, a resident manager, or  
112 the person or entity that collects the rent on behalf of the  
113 landlord.

114 (d) If a rental agreement with a specific duration is  
115 terminated by a tenant pursuant to this subsection less than 30  
116 days before the end of the rental agreement, the tenant is

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117 liable for the rent for the remaining period of the rental  
118 agreement. If a rental agreement with a specific duration is  
119 terminated by a tenant pursuant to this subsection more than 30  
120 days before the end of the rental agreement, the tenant is  
121 liable for prorated rent for a period of 30 days immediately  
122 following delivery of the notice of termination. The tenant is  
123 released from any further obligation to pay rent, concessions,  
124 damages, fees, or penalties, and the landlord is not entitled to  
125 the remedies provided in s. 83.595.

126 (e) If a rental agreement is terminated by a tenant  
127 pursuant to this subsection, the landlord must comply with s.  
128 83.49(3). A tenant who terminates a rental agreement may not, by  
129 reason of such termination, be deemed to have forfeited any  
130 deposit money or advance rent paid to the landlord.

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

134 (g) If the perpetrator of actual or threatened domestic  
135 violence, dating violence, sexual violence, or stalking is also  
136 a tenant in the victim's dwelling unit, neither the  
137 perpetrator's liability for rent nor his or her other  
138 obligations under the rental agreement are terminated by  
139 operation of this subsection, and the landlord is entitled to  
140 the rights and remedies provided by this part against the  
141 perpetrator.

142 (5) (a) A tenant or a tenant's minor child who is a victim  
143 of actual or threatened domestic violence, dating violence,  
144 sexual violence, or stalking and who wishes to remain in the  
145 dwelling may make a written request to the landlord accompanied

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146 by any one of the documents listed in paragraph (4) (b), and the  
147 landlord shall, within 24 hours after receipt of the request,  
148 change the locks of the tenant's dwelling unit and provide the  
149 tenant with a key to the new locks.

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

155 1. The locks are changed in like manner as if the landlord  
156 had changed the locks, with locks of similar or better quality  
157 than the original locks.

158 2. The landlord is notified within 24 hours after the  
159 changing of the locks.

160 3. The landlord is provided a key to the new locks within a  
161 reasonable time.

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

165 (6) A landlord may not refuse to enter into a rental  
166 agreement for a dwelling unit, refuse to negotiate for the  
167 rental of a dwelling unit, make a dwelling unit unavailable, or  
168 retaliate in the rental of a dwelling unit solely because:

169 (a) The tenant, prospective tenant, or minor child of the  
170 tenant or prospective tenant is a victim of actual or threatened  
171 domestic violence, dating violence, sexual violence, or  
172 stalking; or

173 (b) The tenant or prospective tenant has previously  
174 terminated a rental agreement because of an incident involving

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175 actual or threatened domestic violence, dating violence, sexual  
176 violence, or stalking in which the tenant, prospective tenant,  
177 or minor child of the tenant or prospective tenant was a victim.  
178 However, the landlord may refuse to enter into a rental  
179 agreement or negotiate for the rental of a dwelling unit if the  
180 tenant or prospective tenant fails to comply with the landlord's  
181 request for documentation of an incident of actual or threatened  
182 domestic violence, dating violence, sexual violence, or stalking  
183 which occurred before termination of a prior rental agreement. A  
184 landlord's request for documentation shall be satisfied upon the  
185 tenant's or prospective tenant's provision of any one of the  
186 documents listed in paragraph (4) (b).

187 (7) The landlord shall treat as confidential all  
188 information provided to a landlord pursuant to subsections (4),  
189 (5), and (6), including the fact that a tenant or a tenant's  
190 minor child is a victim of actual or threatened domestic  
191 violence, dating violence, sexual violence, or stalking and  
192 including the tenant's forwarding address. The landlord may not  
193 enter such information into any shared database or provide the  
194 information to any other person or entity, except to the extent  
195 such disclosure is:

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

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

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

201 (d) Otherwise required by law.

202 (8) A tenant, on his or her own behalf or on behalf of his  
203 or her minor child, may file a civil action against a landlord

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204 for a violation of this section. A landlord who violates  
205 subsection (6) or subsection (7) is civilly liable to the victim  
206 for \$1,000 for punitive damages, actual and consequential  
207 damages, and court costs, including reasonable attorney fees,  
208 unless the landlord can show that the violation was its first  
209 and the violation was not committed in bad faith. Subsequent or  
210 repeated violations that are not contemporaneous with the  
211 initial violation are subject to separate awards of damages.

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

214 Section 2. This act shall take effect July 1, 2020.