

1 A bill to be entitled
2 An act relating to early termination of rental
3 agreement by a crime victim; creating s. 83.676, F.S.;
4 providing definitions; prohibiting a landlord from
5 evicting a tenant or terminating a rental agreement
6 because the tenant or the tenant's minor child is a
7 victim of actual or threatened domestic violence,
8 dating violence, sexual violence, or stalking;
9 specifying that a rental agreement may not contain
10 certain provisions; authorizing a victim of such
11 actual or threatened violence or stalking to terminate
12 a rental agreement under certain circumstances;
13 requiring certain documentation and written notice to
14 landlord; providing for liability for rent for both
15 the tenant and the perpetrator, if applicable;
16 specifying that a tenant does not forfeit certain
17 money paid to the landlord for terminating the rental
18 agreement under certain circumstances; requiring a
19 landlord to change the locks of the dwelling unit
20 within a specified period under certain circumstances;
21 authorizing the tenant to change the locks of the
22 dwelling unit under certain circumstances; prohibiting
23 certain actions by a landlord under certain
24 circumstances; providing an effective date.
25

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

27
 28 Section 1. Section 83.676, Florida Statutes, is created to
 29 read:

30 83.676 Early termination of rental agreement by a victim
 31 of domestic violence, dating violence, sexual violence, or
 32 stalking; lock changing.—

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

34 (a) "Dating violence" has the same meaning as in s.
 35 784.046(1) (d).

36 (b) "Domestic violence" has the same meaning as in s.
 37 741.28.

38 (c) "Sexual violence" has the same meaning as in s.
 39 784.046(1) (c).

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

41 (2) A landlord may not terminate a rental agreement or
 42 evict a tenant for an incident involving actual or threatened
 43 domestic violence, dating violence, sexual violence, or stalking
 44 if the tenant or the tenant's minor child is the victim of such
 45 actual or threatened violence or stalking. A rental agreement
 46 may not include a provision deeming that early termination of a
 47 rental agreement because of an incident involving actual or
 48 threatened domestic violence, dating violence, sexual violence,
 49 or stalking, in which the tenant or the tenant's minor child is
 50 a victim and not the perpetrator, is a breach of the rental

51 agreement.

52 (3) (a) If a tenant or a tenant's minor child is a victim
53 of actual or threatened domestic violence, dating violence,
54 sexual violence, or stalking during the term of a rental
55 agreement, the tenant may, without penalty, terminate the rental
56 agreement at any time by providing the landlord with written
57 notice of the tenant's intent to terminate the rental agreement
58 and to vacate the premises because of such incident. The
59 termination of the rental agreement is effective immediately
60 upon delivery of the written notice and documentation specified
61 in paragraph (b), if applicable, to the landlord.

62 (b) Unless the landlord notifies the tenant that
63 documentation is not needed, a notice of termination from the
64 tenant required under paragraph (a) must be accompanied by
65 documentation verifying the tenant's or the tenant's minor
66 child's status as a victim of actual or threatened domestic
67 violence, dating violence, sexual violence, or stalking and may
68 include:

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

72 2. A copy of an order of no contact or a criminal
73 conviction entered by a court in a criminal case in which the
74 defendant was charged with a crime relating to domestic
75 violence, dating violence, sexual violence, or stalking against

76 | the tenant or the tenant's minor child;

77 | 3. A written verification from a domestic violence center
78 | certified under chapter 39 or a rape crisis center as defined in
79 | s. 794.055 which states that the tenant or the tenant's minor
80 | child is a victim of actual or threatened domestic violence,
81 | dating violence, sexual violence, or stalking; or

82 | 4. A copy of a law enforcement report documenting an
83 | incident of actual or threatened domestic violence, dating
84 | violence, sexual violence, or stalking against the tenant or the
85 | tenant's minor child.

86 | (c) A notice of termination from the tenant required under
87 | paragraph (a) must be provided by certified mail or hand
88 | delivery to the landlord, a person authorized to receive notices
89 | on behalf of the landlord under s. 83.50, a resident manager, or
90 | the person or entity that collects the rent on behalf of the
91 | landlord.

92 | (d) If a rental agreement with a specific duration is
93 | terminated by a tenant under this subsection less than 30 days
94 | before the end of the rental agreement, the tenant is liable for
95 | the rent for the remaining period of the rental agreement. If a
96 | rental agreement with a specific duration is terminated by a
97 | tenant under this subsection 30 or more days before the end of
98 | the rental agreement, the tenant is liable for prorated rent for
99 | a period of 30 days immediately following delivery of the notice
100 | of termination. After compliance with this paragraph, the tenant

101 is released from any further obligation to pay rent,
102 concessions, damages, fees, or penalties, and the landlord is
103 not entitled to the remedies provided in s. 83.595.

104 (e) If a rental agreement is terminated by a tenant under
105 this subsection, the landlord must comply with s. 83.49(3). A
106 tenant who terminates a rental agreement under this subsection
107 does not forfeit any deposit money or advance rent paid to the
108 landlord.

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

112 (g) If the perpetrator of actual or threatened domestic
113 violence, dating violence, sexual violence, or stalking is also
114 a tenant under the same rental agreement as the tenant who is a
115 victim, or whose minor child is a victim, of such actual or
116 threatened violence or stalking, neither the perpetrator's
117 liability for rent nor his or her other obligations under the
118 rental agreement are terminated under this subsection, and the
119 landlord is entitled to the rights and remedies provided by this
120 part against the perpetrator.

121 (4) (a) A tenant or a tenant's minor child who is a victim
122 of actual or threatened domestic violence, dating violence,
123 sexual violence, or stalking and who wishes to remain in the
124 dwelling unit may make a written request to the landlord
125 accompanied by any one of the documents listed in paragraph

126 (3) (b), and the landlord shall, within 24 hours after receipt of
127 the request, change the locks of the tenant's dwelling unit and
128 provide the tenant with a key to the new locks.

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

134 1. The locks are changed in like manner as if the landlord
135 had changed the locks, with locks of similar or better quality
136 than the original locks.

137 2. The landlord is notified within 24 hours after the
138 changing of the locks.

139 3. The landlord is provided a key to the new locks within
140 a reasonable time.

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

144 (5) A landlord may not refuse to enter into a rental
145 agreement for a dwelling unit, refuse to negotiate for the
146 rental of a dwelling unit, make a dwelling unit unavailable, or
147 retaliate in the rental of a dwelling unit because:

148 (a) The tenant, prospective tenant, or minor child of the
149 tenant or prospective tenant is a victim of actual or threatened
150 domestic violence, dating violence, sexual violence, or

151 stalking; or

152 (b) The tenant or prospective tenant has previously
153 terminated a rental agreement because of an incident involving
154 actual or threatened domestic violence, dating violence, sexual
155 violence, or stalking in which the tenant, prospective tenant,
156 or minor child of the tenant or prospective tenant was a victim.

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158 However, the landlord may refuse to enter into a rental
159 agreement, negotiate for the rental of a dwelling unit, or make
160 a dwelling unit available if the tenant or prospective tenant
161 fails to comply with the landlord's request for documentation of
162 an incident of actual or threatened domestic violence, dating
163 violence, sexual violence, or stalking that occurred before
164 termination of a prior rental agreement. A landlord's request
165 for documentation is satisfied upon the tenant's or prospective
166 tenant's provision of any one of the documents listed in
167 paragraph (3) (b).

168 (6) All information provided to a landlord under
169 subsections (3), (4), and (5), including the fact that a tenant,
170 prospective tenant, or a tenant's or prospective tenant's minor
171 child is a victim of actual or threatened domestic violence,
172 dating violence, sexual violence, or stalking, and including the
173 tenant's forwarding address, is confidential. The landlord may
174 not enter such information into any shared database or provide
175 the information to any other person or entity, except to the

176 extent such disclosure is:

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

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

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

182 (d) Otherwise required by law.

183 (7) A tenant or prospective tenant, on his or her own
184 behalf or on behalf of his or her minor child, may file a civil
185 action against a landlord for a violation of this section. A
186 landlord who violates subsection (5) or subsection (6) is
187 civilly liable to the victim for \$1,000 for punitive damages,
188 actual and consequential damages, and court costs, including
189 reasonable attorney fees, unless the landlord can show that this
190 was the landlord's first violation and the violation was not
191 committed in bad faith. Subsequent or repeated violations that
192 are not contemporaneous with the initial violation are subject
193 to separate awards of damages.

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

196 Section 2. This act shall take effect July 1, 2021.