

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 a landlord to 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. 83.48, F.S.; providing that a tenant has a cause of
13 action for actual and punitive damages; providing that
14 certain persons can bring a cause of action on behalf
15 of a tenant; amending s. 83.49, F.S.; deleting the
16 option for a landlord to deposit certain money into a
17 non-interest-bearing account; revising written notice
18 requirements to tenants; providing for damages if a
19 landlord fails to meet certain requirements; amending
20 s. 83.51, F.S.; requiring a landlord to inspect a
21 dwelling unit at a specified time to ensure compliance
22 with applicable codes; amending s. 83.54, F.S.;
23 requiring certain records be removed from a tenant's
24 credit report under certain circumstances; amending s.
25 83.56, F.S.; revising and providing grounds for

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

51 | circumstances; requiring certain documentation and
 52 | written notice to landlord; providing for liability
 53 | for rent for both the tenant and the perpetrator, if
 54 | applicable; specifying that a tenant does not forfeit
 55 | certain money paid to the landlord for terminating the
 56 | rental agreement under certain circumstances;
 57 | requiring a landlord to change the locks of the
 58 | dwelling unit within a specified period under certain
 59 | circumstances; authorizing the tenant to change the
 60 | locks of the dwelling unit under certain
 61 | circumstances; prohibiting certain actions by a
 62 | landlord under certain circumstances; amending s.
 63 | 83.681, F.S.; conforming provisions to changes made by
 64 | the act; creating s. 83.684, F.S.; tolling specified
 65 | time periods for certain evictions; requiring a court
 66 | to stay certain eviction proceedings; providing a
 67 | definition; prohibiting a landlord from evicting a
 68 | tenant or removing personal property under certain
 69 | circumstances; providing an effective date.

70 |
 71 | Be It Enacted by the Legislature of the State of Florida:

72 |
 73 | Section 1. Section 83.455, Florida Statutes, is created to
 74 | read:
 75 | 83.455 Rental agreements.-

76 (1) Within 3 days after entering into, extending, or
77 renewing a rental agreement, a tenant must be provided a copy of
78 the rental agreement. The rental agreement must be written in
79 plain language and, at the tenant's request, translated into the
80 preferred language of the tenant.

81 (2) Notwithstanding any other provision of law, all rental
82 agreements entered into, extended, or renewed on or after July
83 1, 2022, must include the following provisions:

84 (a) Before a private sale or transfer of title of the
85 dwelling unit or the premises on which the dwelling unit is
86 located, a landlord must provide the tenant with the right of
87 first refusal to purchase the dwelling unit or premises as
88 provided under s. 83.675.

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

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

95 (d) A state of emergency declared by the President of the
96 United States, the Governor, or a local authority tolls any
97 statutory time periods relating to the eviction of a residential
98 tenant under part II of chapter 83, who lives within the
99 geographic boundaries of the state of emergency, during the
100 emergency declaration period. For purposes of this paragraph,

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101 the term "emergency declaration period" includes the period of
102 time stated in the declaration of the state of emergency, and
103 any extensions thereof, and up to 15 days after the expiration
104 of such period of time.

105 (e) During a state of emergency declared by the President
106 of the United States, the Governor, or a local authority, a
107 tenant may install wind resistance improvements under s. 163.08,
108 to the dwelling unit.

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

111 83.46 Rent; duration of tenancies.—

112 (4) A landlord must provide to a tenant a written notice,
113 by certified mail or hand delivery, of a planned rent increase
114 at least 30 days before the rental agreement renewal period. If
115 the rent increase is more than 5 percent, the landlord must
116 provide notice, by certified mail or hand delivery, at least 3
117 months before the rental agreement renewal period. If the rent
118 increase is more than 5 percent, the notice must also contain a
119 statement that the tenant may elect to participate in nonbinding
120 mediation by providing written notice to the landlord, by
121 certified mail or hand delivery, within 14 days after receipt of
122 the notice of the rent increase. For a tenancy without a
123 specific duration, the landlord must provide written notice, by
124 certified mail or hand delivery, of a planned rent increase
125 within the timeframes provided in s. 83.57.

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

128 83.47 Prohibited provisions in rental agreements.—

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

131 (c) Purports that early termination of a rental agreement
 132 because of an incident involving actual or threatened domestic
 133 violence, dating violence, sexual violence, or stalking, in
 134 which the tenant or the tenant's minor child is a victim and not
 135 the perpetrator, is a breach of the rental agreement.

136 Section 4. Section 83.48, Florida Statutes, is amended to
 137 read:

138 83.48 Cause of action; attorney fees.—

139 (1) A tenant specified in this chapter has a cause of
 140 action in any court of competent jurisdiction to recover actual
 141 and punitive damages for any violation of this part and for any
 142 depravation or infringement of the rights of the tenant. A
 143 tenant's guardian or the personal representative of a tenant's
 144 estate may bring a cause of action under this part.

145 (2) In any civil action brought to enforce the provisions
 146 of the rental agreement or this part, the party in whose favor a
 147 judgment or decree has been rendered may recover reasonable
 148 attorney fees and court costs from the nonprevailing party. The
 149 right to attorney fees in this section may not be waived in a
 150 lease agreement. However, attorney fees may not be awarded under

151 | this section in a claim for personal injury damages based on a
 152 | breach of duty under s. 83.51.

153 | Section 5. Subsections (1) through (3) and (5) through (9)
 154 | of section 83.49, Florida Statutes, are amended to read:

155 | 83.49 Deposit money or advance rent; duty of landlord and
 156 | tenant.—

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

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

168 | (a)(b) Hold the total amount of such money in a separate
 169 | interest-bearing account in a Florida banking institution for
 170 | the benefit of the tenant or tenants, in which case the tenant
 171 | shall receive and collect interest in an amount of at least 75
 172 | percent of the annualized average interest rate payable on such
 173 | account or interest at the rate of 5 percent at the end of the
 174 | calendar ~~per~~ year, simple interest, whichever the landlord
 175 | elects. The landlord may ~~shall~~ not commingle such moneys with

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176 any other funds of the landlord or hypothecate, pledge, or in
177 any other way make use of such moneys until such moneys are
178 actually due the landlord; or

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

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

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

- 224 (a) Be given in person or by mail to the tenant.
- 225 (b) State the name and address of the depository where the

226 advance rent or security deposit is being held or state that the
 227 landlord has posted a surety bond as provided by law.

228 (c) State that ~~whether~~ the tenant is entitled to interest
 229 on the advance rent or security deposit and the amount of the
 230 interest.

231 (d) Contain the following disclosure:
 232 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD
 233 MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE
 234 DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE
 235 LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU
 236 NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU
 237 NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
 238 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
 239 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
 240 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD
 241 WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT
 242 AND INTEREST, IF ANY.

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

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

251 THE LOSING PARTY.
 252 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
 253 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
 254 OBLIGATIONS.

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

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

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

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276 authorized to deduct my claim from your security deposit. Your
277 objection must be sent to ...(landlord's address)....

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

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

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

300 (d) Compliance with this section by an individual or

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

313 (5) Except when otherwise provided by the terms of a
 314 written rental agreement ~~lease~~, any tenant who vacates or
 315 abandons the premises before ~~prior to~~ the expiration of the term
 316 specified in the written rental agreement ~~lease~~, or any tenant
 317 who vacates or abandons premises which are the subject of a
 318 tenancy from week to week, month to month, quarter to quarter,
 319 or year to year, shall give at least 7 days' written notice,
 320 which notice shall include the address at which the tenant may
 321 be reached, by certified mail or personal delivery to the
 322 landlord before ~~prior to~~ vacating or abandoning the premises
 323 ~~which notice shall include the address where the tenant may be~~
 324 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
 325 landlord of the notice requirement of paragraph (3)(a) but does

326 ~~shall~~ not waive any right the tenant may have to the security
 327 deposit or interest or any part of it.

328 (6) For the purposes of this part, a renewal of an
 329 existing rental agreement is ~~shall be~~ considered a new rental
 330 agreement, and any security deposit carried forward is ~~shall be~~
 331 considered a new security deposit.

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

349 (8) Any person licensed under the provisions of s.
 350 509.241, unless excluded by the provisions of this part, who

351 fails to comply with the provisions of this part ~~is shall be~~
 352 subject to a fine or to the suspension or revocation of his or
 353 her license by the Division of Hotels and Restaurants of the
 354 Department of Business and Professional Regulation in the manner
 355 provided in s. 509.261.

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

363 Section 6. Paragraph (a) of subsection (1) of section
 364 83.51, Florida Statutes, is amended to read:

365 83.51 Landlord's obligation to maintain premises.—

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

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

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

376 Section 7. Section 83.54, Florida Statutes, is amended to
 377 read:

378 83.54 Enforcement of rights and duties; civil action;
 379 criminal offenses.—Any right or duty declared in this part is
 380 enforceable by civil action. A right or duty enforced by civil
 381 action under this section does not preclude prosecution for a
 382 criminal offense related to the rental agreement or rented
 383 dwelling unit or premises. In an action brought by a tenant for
 384 wrongful termination of a rental agreement, if the court finds
 385 in favor of the tenant, any eviction complaint filed by the
 386 landlord shall be dismissed and the court shall direct the
 387 landlord to assist the tenant in having any record of such
 388 filing removed from the tenant's credit report ~~lease or leased~~
 389 ~~property.~~

390 Section 8. Subsections (2), (3), and (4) of section 83.56,
 391 Florida Statutes, are amended to read:

392 83.56 Termination of rental agreement.—

393 (2)(a) A landlord must have good cause to terminate a
 394 rental agreement. The following reasons constitute good cause
 395 for termination of a rental agreement:

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

398 2. A tenant's disorderly conduct, as proscribed in s.
 399 877.03, or continued unreasonable disturbance.

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

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

404 5. A violation or breach of covenants or agreements
405 contained in the rental agreement.

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

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

419 8. The landlord seeks in good faith to recover possession
420 of the dwelling unit or premises for his or her own use and
421 occupancy as a principal residence, or for the use and occupancy
422 as a principal residence by a relative, as defined in s.
423 494.001, of the landlord.

424 (b) If any situation specified in subparagraphs (a)1.-6.
425 exists the tenant materially fails to comply with s. 83.52 or

426 ~~material provisions of the rental agreement, other than a~~
 427 ~~failure to pay rent, or reasonable rules or regulations, the~~
 428 landlord may:

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

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

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

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

476 an opportunity to cure the violation ~~noncompliance~~.

477 (c) If any situation specified in subparagraphs (a)7.-9.
 478 exists, the landlord may deliver a written notice to the tenant
 479 of the landlord's intent to terminate the rental agreement. The
 480 written notice must specify the reason for the termination. In
 481 such event, the tenant has 14 days after the date that the
 482 notice is delivered to vacate the premises.

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

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

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

500

501 (4) The delivery of the written notices required by
 502 subsections (1), (2), ~~and (3)~~, and (6) shall be by mailing or
 503 delivery of a true copy thereof or, if the tenant is absent from
 504 the premises, by leaving a copy thereof at the dwelling unit
 505 ~~residence~~. The notice requirements of subsections (1), (2), ~~and~~
 506 (3), and (6) may not be waived in the rental agreement ~~lease~~.

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

509 83.60 Defenses to action for rent or possession;
 510 procedure.—

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

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526 ~~further notice or hearing thereon.~~ If a motion to determine rent
527 is filed, documentation in support of the allegation that the
528 rent as alleged in the complaint is in error is required. Public
529 housing tenants or tenants receiving rent subsidies are required
530 to deposit only that portion of the full rent for which they are
531 responsible pursuant to the federal, state, or local program in
532 which they are participating.

533 Section 10. Section 83.67, Florida Statutes, is amended to
534 read:

535 83.67 Prohibited practices.—

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

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

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

551 (4) A landlord of any dwelling unit governed by this part
552 may not discriminate against a person in offering a dwelling
553 unit for rent or in any of the terms of the rental agreement
554 based on the person's race; color; religion; sex; pregnancy;
555 national origin; age; physical, mental, or developmental
556 disability; HIV status; familial status; sexual orientation;
557 gender identity; source of income; or credit score. For purposes
558 of this subsection, the term:

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

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

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

570 (d) "Source of income" means the legal gain or recurrent
571 benefit, often measured in money or currency, paid to a person
572 or a representative of the person, including, but not limited
573 to, any form of federal, state, or local public, food, or
574 housing assistance or subsidy, including assistance from the
575 from the Supplemental Nutrition Assistance Program under 7

576 U.S.C. ss. 2011 et seq., and the Housing Choice Voucher Program
577 under 24 C.F.R. part 982.

578 (5) A landlord of any dwelling unit governed by this part
579 may not harass or intimidate a tenant for the purpose of
580 coercing the tenant into terminating the rental agreement or
581 accepting a rent increase.

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

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

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

601 prospective tenant.

602 (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from
603 displaying one portable, removable, cloth or plastic United
604 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
605 respectful manner in or on the dwelling unit regardless of any
606 provision in the rental agreement dealing with flags or
607 decorations. The United States flag shall be displayed in
608 accordance with s. 83.52(6). The landlord is not liable for
609 damages caused by a United States flag displayed by a tenant.
610 Any United States flag may not infringe upon the space rented by
611 any other tenant.

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

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626 clearly stamped on such rental agreement a legend in
627 substantially the following form:

628 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
629 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
630 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
631 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT
632 BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
633 TENANT'S PERSONAL PROPERTY.

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

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

642 ~~(12)-(7)~~ A violation of this section constitutes
643 irreparable harm for the purposes of injunctive relief.

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

650 Section 11. Section 83.675, Florida Statutes, is created

651 to read:

652 83.675 Tenant opportunity to purchase.-

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

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

661 (b) "Highest and best use" means the reasonable legal use
 662 of a dwelling unit or the premises on which the dwelling unit is
 663 located which is physically possible, appropriately supported,
 664 and financially feasible and which results in the highest value
 665 of the dwelling unit or premises.

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

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

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

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

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

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

700 (7) The landlord has the burden of proof to establish that

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701 an offer of sale under this section is a bona fide offer of
702 sale.

703 Section 12. Section 83.676, Florida Statutes, is created
704 to read:

705 83.676 Early termination of rental agreement by a victim
706 of domestic violence, dating violence, sexual violence, or
707 stalking; lock changing.—

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

709 (a) "Dating violence" has the same meaning as in s.
710 784.046(1)(d).

711 (b) "Domestic violence" has the same meaning as in s.
712 741.28.

713 (c) "Sexual violence" has the same meaning as in s.
714 784.046(1)(c).

715 (d) "Stalking" means the behavior described in s. 784.048.

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

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726 agreement.

727 (3)(a) If a tenant or a tenant's minor child is a victim
728 of actual or threatened domestic violence, dating violence,
729 sexual violence, or stalking during the term of a rental
730 agreement, the tenant may, without penalty, terminate the rental
731 agreement at any time by providing the landlord with written
732 notice of the tenant's intent to terminate the rental agreement
733 and to vacate the premises because of such incident. The
734 termination of the rental agreement is effective immediately
735 upon delivery of the written notice and documentation specified
736 in paragraph (b), if applicable, to the landlord.

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

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

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

751 the tenant or the tenant's minor child;

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

757 4. A copy of a law enforcement report documenting an
758 incident of actual or threatened domestic violence, dating
759 violence, sexual violence, or stalking against the tenant or the
760 tenant's minor child.

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

767 (d) If a rental agreement with a specific duration is
768 terminated by a tenant under this subsection less than 30 days
769 before the end of the rental agreement, the tenant is liable for
770 the rent for the remaining period of the rental agreement. If a
771 rental agreement with a specific duration is terminated by a
772 tenant under this subsection 30 or more days before the end of
773 the rental agreement, the tenant is liable for prorated rent for
774 a period of 30 days immediately after delivery of the notice of
775 termination. After compliance with this paragraph, the tenant is

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

779 (e) If a rental agreement is terminated by a tenant under
780 this subsection, the landlord must comply with s. 83.49(3). A
781 tenant who terminates a rental agreement under this subsection
782 does not forfeit any deposit money or advance rent paid to the
783 landlord.

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

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

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

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

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

809 1. The locks are changed in like manner as if the landlord
810 had changed the locks, with locks of similar or better quality
811 than the original locks.

812 2. The landlord is notified within 24 hours after the
813 changing of the locks.

814 3. The landlord is provided a key to the new locks within
815 a reasonable time.

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

819 (5) A landlord may not refuse to enter into a rental
820 agreement for a dwelling unit, refuse to negotiate for the
821 rental of a dwelling unit, make a dwelling unit unavailable, or
822 retaliate in the rental of a dwelling unit because:

823 (a) The tenant, prospective tenant, or minor child of the
824 tenant or prospective tenant is a victim of actual or threatened
825 domestic violence, dating violence, sexual violence, or

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826 stalking; or

827 (b) The tenant or prospective tenant has previously
828 terminated a rental agreement because of an incident involving
829 actual or threatened domestic violence, dating violence, sexual
830 violence, or stalking in which the tenant, prospective tenant,
831 or minor child of the tenant or prospective tenant was a victim.

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

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

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851 extent such disclosure is:

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

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

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

857 (d) Otherwise required by law.

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

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

871 Section 13. Section 83.681, Florida Statutes, is amended
872 to read:

873 83.681 Orders to enjoin violations of this part.—

874 (1) A landlord who gives notice to a tenant of the
875 landlord's intent to terminate the tenant's lease under s.

876 83.56(2)(b) ~~pursuant to s. 83.56(2)(a), due to the tenant's~~
 877 ~~intentional destruction, damage, or misuse of the landlord's~~
 878 ~~property~~ may petition the county or circuit court for an
 879 injunction prohibiting the tenant from continuing to violate any
 880 of the provisions of that part.

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

885 (3) Evidence of a tenant's intentional violation of s.
 886 83.56(1)(a)1.-6. resulting ~~destruction, damage, or misuse of the~~
 887 ~~landlord's property~~ in an amount greater than twice the value of
 888 money deposited with the landlord under ~~pursuant to~~ s. 83.49 or
 889 \$300, whichever is greater, constitutes ~~shall constitute~~
 890 irreparable harm for the purposes of injunctive relief.

891 Section 14. Section 83.684, Florida Statutes, is created
 892 to read:

893 83.684 Actions for rent or possession during a state of
 894 emergency.-

895 (1) A declaration of a state of emergency declared by the
 896 President of the United States, the Governor, or a local
 897 authority tolls any statutory time periods relating to the
 898 eviction of a residential tenant under this part during the
 899 emergency declaration period. The court shall on its own motion
 900 stay any eviction proceeding under this part during the

901 emergency declaration period. For purposes of this section, the
902 term "emergency declaration period" includes the period of time
903 stated in the declaration of the state of emergency, and any
904 extensions thereof, and up to 90 days after the expiration of
905 such period of time.

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

910 (a) The tenant lives within the geographic boundaries of
911 the state of emergency.

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

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

918 Section 15. This act shall take effect July 1, 2022.