

By Senator Jones

35-01497-22

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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; defining the term "emergency declaration  
5       period"; amending s. 83.46, F.S.; requiring a landlord  
6       to provide written notice of a rent increase to a  
7       tenant by a specified time; requiring such notice to  
8       include an option for mediation under certain  
9       circumstances; amending s. 83.47, F.S.; providing that  
10      certain provisions in a rental agreement are void and  
11      unenforceable; amending s. 83.48, F.S.; providing that  
12      a tenant has a cause of action for actual and punitive  
13      damages under certain circumstances; 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; making  
20      technical changes; amending s. 83.51, F.S.; requiring  
21      a landlord to inspect a dwelling unit at a specified  
22      time to ensure compliance with applicable codes;  
23      amending s. 83.54, F.S.; requiring a court to dismiss  
24      eviction complaints in certain actions under specified  
25      circumstances; requiring a landlord to assist a tenant  
26      in having certain records removed from the tenant's  
27      credit report under certain circumstances; amending s.  
28      83.56, F.S.; revising and providing grounds for  
29      termination of a rental agreement; adjusting the

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30 number of days a tenant has to vacate the premises  
31 after a certain notice is delivered; revising when a  
32 landlord may terminate a rental agreement if the  
33 tenant fails to pay rent; amending s. 83.60, F.S.;  
34 removing a provision that waives a tenant's defenses  
35 other than payment and entitles a landlord to an  
36 immediate default judgment for removal of a tenant if  
37 the tenant fails to take certain actions in an action  
38 by the landlord for possession of a dwelling unit;  
39 amending s. 83.67, F.S.; prohibiting a landlord from  
40 engaging in certain conduct; defining terms;  
41 conforming a provision to changes made by the act;  
42 creating s. 83.675, F.S.; defining terms; requiring a  
43 landlord to give tenants a specified amount of time to  
44 purchase a dwelling unit or premises under certain  
45 circumstances; providing requirements for an offer of  
46 sale; authorizing a tenant to challenge an offer of  
47 sale; creating s. 83.676, F.S.; defining terms;  
48 prohibiting a landlord from terminating a rental  
49 agreement or evicting a tenant because the tenant or  
50 the tenant's minor child is a victim of actual or  
51 threatened domestic violence, dating violence, sexual  
52 violence, or stalking; specifying that a rental  
53 agreement may not contain certain provisions;  
54 authorizing a victim of such actual or threatened  
55 violence or stalking to terminate a rental agreement  
56 under certain circumstances; requiring certain  
57 documentation and written notice to the landlord;  
58 providing an exception; specifying that a tenant does

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59 not forfeit certain money paid to the landlord for  
60 terminating the rental agreement under certain  
61 circumstances; providing for liability for rent for  
62 both the tenant and the perpetrator, if applicable;  
63 requiring a landlord to change the locks of the  
64 dwelling unit within a specified period under certain  
65 circumstances; authorizing the tenant to change the  
66 locks of the dwelling unit under certain  
67 circumstances; prohibiting certain actions by a  
68 landlord under certain circumstances; providing an  
69 exception; specifying that certain information a  
70 landlord receives is confidential; prohibiting the  
71 landlord from using the confidential information in a  
72 specified manner; providing exceptions; providing a  
73 civil remedy for a tenant and the award of certain  
74 damages, costs, and fees under certain circumstances;  
75 specifying that certain provisions may not be waived  
76 or modified by a rental agreement; amending s. 83.681,  
77 F.S.; conforming provisions to changes made by the  
78 act; creating s. 83.684, F.S.; tolling specified time  
79 periods for certain evictions; requiring a court to  
80 stay certain eviction proceedings; defining the term  
81 "emergency declaration period"; prohibiting a landlord  
82 from evicting a tenant or removing personal property  
83 under certain circumstances; providing an effective  
84 date.

85

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

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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 law, all rental agreements  
97 entered into, extended, or renewed on or after July 1, 2022,  
98 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 state of emergency declared by the President of the  
111 United States, the Governor, or a local authority tolls any  
112 statutory time periods relating to the eviction of a residential  
113 tenant under this part who lives within the geographic  
114 boundaries of the state of emergency during the emergency  
115 declaration period. For purposes of this paragraph, the term  
116 "emergency declaration period" includes the period of time

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117 stated in the declaration of the state of emergency, any  
118 extensions thereof, and up to 15 days after the expiration of  
119 such period of time.

120 (e) During a state of emergency declared by the President  
121 of the United States, the Governor, or a local authority, a  
122 tenant may install wind resistance improvements under s. 163.08  
123 at the dwelling unit.

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

126 83.46 Rent; duration of tenancies.—

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

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

143 83.47 Prohibited provisions in rental agreements.—

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

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146 (c) Purports that early termination of a rental agreement  
147 because of an incident involving actual or threatened domestic  
148 violence, dating violence, sexual violence, or stalking, in  
149 which the tenant or the tenant's minor child is a victim and not  
150 the perpetrator, is a breach of the rental agreement.

151 Section 4. Section 83.48, Florida Statutes, is amended to  
152 read:

153 83.48 Cause of action; attorney fees.—

154 (1) A tenant specified in this chapter has a cause of  
155 action in any court of competent jurisdiction to recover actual  
156 and punitive damages for any violation of this part and for any  
157 depravation or infringement of the rights of the tenant. A  
158 tenant's guardian or the personal representative of a tenant's  
159 estate may bring a cause of action under this part.

160 (2) In any civil action brought to enforce the provisions  
161 of the rental agreement or this part, the party in whose favor a  
162 judgment or decree has been rendered may recover reasonable  
163 attorney fees and court costs from the nonprevailing party. The  
164 right to attorney fees in this section may not be waived in a  
165 lease agreement. However, attorney fees may not be awarded under  
166 this section in a claim for personal injury damages based on a  
167 breach of duty under s. 83.51.

168 Section 5. Subsections (1), (2), (3), and (5) through (9)  
169 of section 83.49, Florida Statutes, are amended to read:

170 83.49 Deposit money or advance rent; duty of landlord and  
171 tenant.—

172 (1) Whenever money is deposited or advanced by a tenant on  
173 a rental agreement as security for performance of the rental  
174 agreement or as advance rent for other than the next immediate

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175 rental period, the landlord or the landlord's agent shall  
176 either:

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

183 (b) Hold the total amount of such money in a separate  
184 interest-bearing account in a Florida banking institution for  
185 the benefit of the tenant or tenants, in which case the tenant  
186 shall receive and collect interest in an amount of at least 75  
187 percent of the annualized average interest rate payable on such  
188 account or interest at the rate of 5 percent at the end of the  
189 calendar ~~per~~ year, simple interest, whichever the landlord  
190 elects. The landlord may ~~shall~~ not commingle such moneys with  
191 any other funds of the landlord or hypothecate, pledge, or in  
192 any other way make use of such moneys until such moneys are  
193 actually due the landlord; or

194 (b)(e) Post a surety bond, executed by the landlord as  
195 principal and a surety company authorized and licensed to do  
196 business in the state as surety, with the clerk of the circuit  
197 court in the county in which the dwelling unit is located in the  
198 total amount of the security deposits and advance rent he or she  
199 holds on behalf of the tenant ~~tenants~~ or \$50,000, whichever is  
200 less. The bond is ~~shall be~~ conditioned upon the faithful  
201 compliance of the landlord with the provisions of this section  
202 and runs ~~shall run~~ to the Governor for the benefit of any tenant  
203 injured by the landlord's violation of the provisions of this

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204 section. In addition to posting the surety bond, the landlord  
205 shall pay to the tenant interest at the rate of 5 percent per  
206 year, simple interest. A landlord, or the landlord's agent,  
207 engaged in the renting of dwelling units in five or more  
208 counties, who holds deposit moneys or advance rent and who is  
209 otherwise subject to the provisions of this section, may, in  
210 lieu of posting a surety bond in each county, elect to post a  
211 surety bond in the form and manner provided in this paragraph  
212 with the office of the Secretary of State. The bond shall be in  
213 the total amount of the security deposit or advance rent held on  
214 behalf of the tenant ~~tenants~~ or in the amount of \$250,000,  
215 whichever is less. The bond is ~~shall be~~ conditioned upon the  
216 faithful compliance of the landlord with the provisions of this  
217 section and runs ~~shall run~~ to the Governor for the benefit of  
218 any tenant injured by the landlord's violation of this section.  
219 In addition to posting a surety bond, the landlord shall pay to  
220 the tenant interest on the security deposit or advance rent held  
221 on behalf of that tenant at the rate of 5 percent per year,  
222 simple interest.

223 (2) The landlord shall, in the rental ~~lease~~ agreement or  
224 within 30 days after receipt of advance rent or a security  
225 deposit, give written notice to the tenant which includes  
226 disclosure of the advance rent or security deposit. Subsequent  
227 to providing such written notice, if the landlord changes the  
228 manner or location in which he or she is holding the advance  
229 rent or security deposit, he or she must notify the tenant  
230 within 30 days after the change as provided in paragraphs (a)-  
231 (d). The landlord is not required to give new or additional  
232 notice solely because the depository has merged with another



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233 financial institution, changed its name, or transferred  
234 ownership to a different financial institution. This subsection  
235 does not apply to any landlord who rents fewer than five  
236 individual dwelling units. Failure to give this notice is not a  
237 defense to the payment of rent when due. The written notice  
238 must:

239 (a) Be given in person or by mail to the tenant.

240 (b) State the name and address of the depository where the  
241 advance rent or security deposit is being held or state that the  
242 landlord has posted a surety bond as provided by law.

243 (c) State that whether the tenant is entitled to interest  
244 on the advance rent or security deposit and the amount of the  
245 interest.

246 (d) Contain the following disclosure:

247  
248 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF  
249 CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE  
250 RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND  
251 WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE  
252 LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN  
253 SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD  
254 MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE  
255 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM  
256 AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE  
257 LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15  
258 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE  
259 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE  
260 REMAINING DEPOSIT AND INTEREST, IF ANY.  
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262 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE  
263 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A  
264 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY  
265 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE  
266 DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A  
267 REFUND.

268  
269 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE  
270 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE  
271 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND  
272 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

273  
274 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF  
275 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL  
276 RIGHTS AND OBLIGATIONS.

277  
278 (3) The landlord or the landlord's agent may disburse  
279 advance rents from the deposit account to the landlord's benefit  
280 when the advance rental period commences and without notice to  
281 the tenant. For all other deposits:

282 (a) Upon ~~the vacating of the premises for~~ termination of  
283 the rental agreement lease, ~~if the landlord does not intend to~~  
284 ~~impose a claim on the security deposit~~, the landlord shall have  
285 ~~15 days to~~ return the security deposit together with interest  
286 within 15 days after the tenant vacates the premises. ~~if~~  
287 ~~otherwise required, or~~ The landlord has ~~shall have~~ 30 days after  
288 the tenant vacates the premises to give the tenant written  
289 notice by certified mail to the tenant's last known mailing  
290 address of his or her intention to impose a claim on the deposit

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291 and the reason for imposing the claim. The notice shall contain  
292 a statement in substantially the following form:

293  
294 This is a notice of my intention to impose a claim for  
295 damages in the amount of .... upon your security deposit, due to  
296 ..... It is sent to you as required by s. 83.49(3), Florida  
297 Statutes. You are hereby notified that you must object in  
298 writing to this deduction from your security deposit within 15  
299 days from the time you receive this notice or I will be  
300 authorized to deduct my claim from your security deposit. Your  
301 objection must be sent to ...(landlord's address)....

302  
303 If the landlord fails to give the required notice within the 30-  
304 day period, he or she forfeits the right to impose a claim upon  
305 the security deposit and may not seek a setoff against the  
306 deposit but may file an action for damages after return of the  
307 deposit.

308 (b) Unless the tenant objects to the imposition of the  
309 landlord's claim or the amount thereof within 15 days after  
310 receipt of the landlord's notice of intention to impose a claim,  
311 the landlord may ~~then~~ deduct the amount of his or her claim and  
312 shall remit the balance of the deposit and any interest to the  
313 tenant within 30 days after the date of the notice of intention  
314 to impose a claim for damages. The failure of the tenant to make  
315 a timely objection does not waive any rights of the tenant to  
316 seek damages in a separate action.

317 (c) If either party institutes an action in a court of  
318 competent jurisdiction to adjudicate the party's right to the  
319 security deposit, the prevailing party is entitled to receive

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320 his or her court costs plus a reasonable fee for his or her  
321 attorney. If a court finds that the landlord failed to meet the  
322 requirements of this section, the court must award the tenant  
323 damages equal to three times the amount of the tenant's security  
324 deposit. The court shall advance the cause on the calendar.

325 (d) Compliance with this section by an individual or  
326 business entity authorized to conduct business in this state,  
327 including Florida-licensed real estate brokers and sales  
328 associates, constitutes compliance with all other relevant  
329 Florida Statutes pertaining to security deposits held pursuant  
330 to a rental agreement or other landlord-tenant relationship.  
331 Enforcement personnel shall look solely to this section to  
332 determine compliance. This section prevails over any conflicting  
333 provisions in chapter 475 and in other sections of the Florida  
334 Statutes, and shall operate to permit licensed real estate  
335 brokers to disburse security deposits and deposit money without  
336 having to comply with the notice and settlement procedures  
337 contained in s. 475.25(1)(d).

338 (5) Except when otherwise provided by the terms of a  
339 written rental agreement ~~lease~~, any tenant who vacates or  
340 abandons the premises before ~~prior to~~ the expiration of the term  
341 specified in the written rental agreement ~~lease~~, or any tenant  
342 who vacates or abandons premises which are the subject of a  
343 tenancy from week to week, month to month, quarter to quarter,  
344 or year to year, shall give at least 7 days' written notice,  
345 which notice must include the address at which the tenant may be  
346 reached, by certified mail or personal delivery to the landlord  
347 before ~~prior to~~ vacating or abandoning the premises ~~which notice~~  
348 ~~shall include the address where the tenant may be reached.~~

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349 Failure to give such notice relieves ~~shall relieve~~ the landlord  
350 of the notice requirement of paragraph (3)(a) but does ~~shall~~ not  
351 waive any right the tenant may have to the security deposit or  
352 interest or any part of it.

353 (6) For the purposes of this part, a renewal of an existing  
354 rental agreement is ~~shall be~~ considered a new rental agreement,  
355 and any security deposit carried forward is ~~shall be~~ considered  
356 a new security deposit.

357 (7) Upon the sale or transfer of title of the rental  
358 property from one owner to another, or upon a change in the  
359 designated rental agent, any and all security deposits or  
360 advance rents being held for the benefit of the tenants shall be  
361 transferred to the new owner or agent, together with any earned  
362 interest and with an accurate accounting showing the amounts to  
363 be credited to each tenant account. Upon the transfer of such  
364 funds and records to the new owner or agent, and upon  
365 transmittal of a written receipt therefor, the transferor is  
366 free from the obligation imposed in subsection (1) to hold such  
367 moneys on behalf of the tenant. There is a rebuttable  
368 presumption that any new owner or agent received the security  
369 deposit or advance rent from the previous owner or agent;  
370 however, this presumption is limited to 1 month's rent. This  
371 subsection does not excuse the landlord or agent for a violation  
372 of other provisions of this section while in possession of such  
373 deposits.

374 (8) Any person licensed under the provisions of s. 509.241,  
375 unless excluded by the provisions of this part, who fails to  
376 comply with the provisions of this part is ~~shall be~~ subject to a  
377 fine or to the suspension or revocation of his or her license by

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378 the Division of Hotels and Restaurants of the Department of  
379 Business and Professional Regulation in the manner provided in  
380 s. 509.261.

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

387 Section 6. Subsection (1) of section 83.51, Florida  
388 Statutes, is amended to read:

389 83.51 Landlord's obligation to maintain premises.—

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

391 (a) Comply with the requirements of applicable building,  
392 housing, and health codes. The landlord, at commencement of the  
393 tenancy, must inspect the dwelling unit to ensure compliance  
394 with all applicable codes; or

395 (b) Where there are no applicable building, housing, or  
396 health codes, maintain the roofs, windows, doors, floors, steps,  
397 porches, exterior walls, foundations, and all other structural  
398 components in good repair and capable of resisting normal forces  
399 and loads and the plumbing in reasonable working condition. The  
400 landlord, at commencement of the tenancy, must ensure that  
401 screens are installed in a reasonable condition. Thereafter, the  
402 landlord must repair damage to screens once annually, when  
403 necessary, until termination of the rental agreement.

404

405 The landlord is not required to maintain a mobile home or other  
406 structure owned by the tenant. The landlord's obligations under

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407 this subsection may be altered or modified in writing with  
408 respect to a single-family home or duplex.

409 Section 7. Section 83.54, Florida Statutes, is amended to  
410 read:

411 83.54 Enforcement of rights and duties; civil action;  
412 criminal offenses.—Any right or duty declared in this part is  
413 enforceable by civil action. A right or duty enforced by civil  
414 action under this section does not preclude prosecution for a  
415 criminal offense related to the rental agreement or rented  
416 dwelling unit or premises. In an action brought by a tenant for  
417 wrongful termination of a rental agreement, if the court finds  
418 in favor of the tenant, any eviction complaint filed by the  
419 landlord must be dismissed and the court must direct the  
420 landlord to assist the tenant in having any record of such  
421 filing removed from the tenant's credit report ~~lease or leased~~  
422 ~~property.~~

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

425 83.56 Termination of rental agreement.—

426 (2) (a) A landlord must have good cause to terminate a  
427 rental agreement. The following reasons constitute good cause  
428 for termination of a rental agreement:

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

431 2. A tenant's disorderly conduct, as proscribed in s.  
432 877.03, or continued unreasonable disturbance.

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

434 4. A violation or breach of the landlord's reasonable rules  
435 and regulations, as provided and described to the tenant before

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436 the execution of a rental agreement.

437 5. A violation or breach of covenants or agreements  
438 contained in the rental agreement.

439 6. Use of the dwelling unit or premises for illegal  
440 purposes or acts, including, but not limited to, the  
441 manufacture, sale, or use of illegal drugs, theft of property,  
442 or assault or threats on the landlord or his or her relatives,  
443 as defined in s. 494.001, or employees.

444 7. The removal of the dwelling unit or premises from the  
445 rental market because the state, any political subdivision as  
446 defined in s. 1.01(8), or any other entity exercises its power  
447 of eminent domain, the landlord seeks in good faith to  
448 permanently remove the dwelling unit or premises from the rental  
449 market, or the landlord is converting the dwelling unit or  
450 premises from the rental market to a condominium, cooperative,  
451 or fee simple ownership.

452 8. The landlord seeks in good faith to recover possession  
453 of the dwelling unit or premises for his or her own use and  
454 occupancy as a principal residence, or for the use and occupancy  
455 as a principal residence by a relative, as defined in s.  
456 494.001, of the landlord.

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

462 1.(a) If the violation such noncompliance is of a nature  
463 that the tenant should not be given an opportunity to cure it or  
464 if the violation noncompliance constitutes a subsequent or



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465 continuing violation ~~noncompliance~~ within 12 months after ~~of~~ a  
466 written warning by the landlord of a similar violation, deliver  
467 a written notice to the tenant specifying the violation  
468 ~~noncompliance~~ and the landlord's intent to terminate the rental  
469 agreement by reason thereof. ~~Examples of noncompliance which are~~  
470 ~~of a nature that the tenant should not be given an opportunity~~  
471 ~~to cure include, but are not limited to, destruction, damage, or~~  
472 ~~misuse of the landlord's or other tenants' property by~~  
473 ~~intentional act or a subsequent or continued unreasonable~~  
474 ~~disturbance.~~ In such event, the landlord may terminate the  
475 rental agreement, and the tenant has 14 ~~shall have 7~~ days after  
476 ~~from~~ the date that the notice is delivered to vacate the  
477 premises. The notice shall be in substantially the following  
478 form:

479

480       You are advised that your rental agreement ~~lease~~ is  
481 terminated effective immediately. You ~~shall~~ have 14 ~~7~~ days after  
482 ~~from~~ the delivery of this letter to vacate the premises. This  
483 action is taken because ... (cite the violation  
484 ~~noncompliance~~) ....

485

486       2.(b) If the violation ~~such noncompliance~~ is of a nature  
487 that the tenant should be given an opportunity to cure it,  
488 deliver a written notice to the tenant specifying the violation  
489 ~~noncompliance~~, including a notice that, if the violation  
490 ~~noncompliance~~ is not corrected within 14 ~~7~~ days after ~~from~~ the  
491 date that the written notice is delivered, the landlord shall  
492 terminate the rental agreement by reason thereof. ~~Examples of~~  
493 ~~such noncompliance include, but are not limited to, activities~~

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494 ~~in contravention of the lease or this part such as having or~~  
495 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~  
496 ~~unauthorized manner or permitting such parking; or failing to~~  
497 ~~keep the premises clean and sanitary.~~ If such violation  
498 ~~noncompliance~~ recurs within 12 months after notice is given, an  
499 eviction action may commence without delivering a subsequent  
500 notice under subparagraph 1. ~~pursuant to paragraph (a)~~ or this  
501 subparagraph ~~paragraph~~. The notice shall be in substantially the  
502 following form:

503

504 You are hereby notified that ...(cite the violation  
505 ~~noncompliance~~).... Demand is hereby made that you remedy the  
506 violation noncompliance within 14 ~~7~~ days after ~~of~~ receipt of  
507 this notice or your rental agreement will be ~~lease shall be~~  
508 ~~deemed~~ terminated and you must ~~shall~~ vacate the premises upon  
509 such termination. If this same conduct or conduct of a similar  
510 nature is repeated within 12 months, your tenancy is subject to  
511 termination without further warning and without your being given  
512 an opportunity to cure the violation noncompliance.

513

514 (c) If any situation specified in subparagraphs (a)7. and  
515 8. exists, the landlord may deliver a written notice to the  
516 tenant of the landlord's intent to terminate the rental  
517 agreement. The written notice must specify the reason for the  
518 termination. In such event, the tenant has 14 days after the  
519 date that the notice is delivered to vacate the premises.

520

521 (3) If the tenant fails to pay rent when due and the  
522 default continues for 14 ~~3~~ days, excluding Saturday, Sunday, and  
legal holidays, after delivery of written demand by the landlord

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523 for payment of the rent or possession of the premises, the  
524 landlord may terminate the rental agreement. Legal holidays for  
525 the purpose of this section are ~~shall be~~ court-observed holidays  
526 only. The 14-day ~~3-day~~ notice shall contain a statement in  
527 substantially the following form:

528  
529       You are hereby notified that you are indebted to me in the  
530 sum of .... dollars for the rent and use of the premises  
531 ... (address of rented ~~leased~~ premises, including county) ...,  
532 Florida, now occupied by you and that I demand payment of the  
533 rent or possession of the premises within 3 days (excluding  
534 Saturday, Sunday, and legal holidays) after ~~from~~ the date of  
535 delivery of this notice, to wit: on or before the .... day of  
536 ....., ...(year)....  
537               ...(landlord's name, address and phone number)...

538  
539       (4) The delivery of the written notices required by  
540 subsections (1), (2), ~~and~~ (3), and (6) shall be by mailing or  
541 delivery of a true copy thereof or, if the tenant is absent from  
542 the premises, by leaving a copy thereof at the dwelling unit  
543 ~~residence~~. The notice requirements of subsections (1), (2), ~~and~~  
544 (3), and (6) may not be waived in the rental agreement ~~lease~~.

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

547       83.60 Defenses to action for rent or possession;  
548 procedure.—

549       (2) In an action by the landlord for possession of a  
550 dwelling unit, if the tenant interposes any defense other than  
551 payment, including, but not limited to, the defense of a

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552 defective 3-day notice, the tenant shall pay into the registry  
553 of the court the accrued rent as alleged in the complaint or as  
554 determined by the court and the rent that accrues during the  
555 pendency of the proceeding, when due. The clerk shall notify the  
556 tenant of such requirement in the summons. ~~Failure of the tenant~~  
557 ~~to pay the rent into the registry of the court or to file a~~  
558 ~~motion to determine the amount of rent to be paid into the~~  
559 ~~registry within 5 days, excluding Saturdays, Sundays, and legal~~  
560 ~~holidays, after the date of service of process constitutes an~~  
561 ~~absolute waiver of the tenant's defenses other than payment, and~~  
562 ~~the landlord is entitled to an immediate default judgment for~~  
563 ~~removal of the tenant with a writ of possession to issue without~~  
564 ~~further notice or hearing thereon.~~ If a motion to determine rent  
565 is filed, documentation in support of the allegation that the  
566 rent as alleged in the complaint is in error is required. Public  
567 housing tenants or tenants receiving rent subsidies are required  
568 to deposit only that portion of the full rent for which they are  
569 responsible pursuant to the federal, state, or local program in  
570 which they are participating.

571 Section 10. Section 83.67, Florida Statutes, is amended to  
572 read:

573 83.67 Prohibited practices.—

574 (1) A landlord of any dwelling unit governed by this part  
575 may ~~shall~~ not cause, directly or indirectly, the termination or  
576 interruption of any utility service furnished to the tenant,  
577 including, but not limited to, water, heat, light, electricity,  
578 gas, elevator, garbage collection, or refrigeration, whether or  
579 not the utility service is under the control of, or payment is  
580 made by, the landlord.

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

585 (3) A landlord of any dwelling unit governed by this part  
586 may ~~shall~~ not discriminate against a servicemember in offering a  
587 dwelling unit for rent or in any of the terms of the rental  
588 agreement.

589 (4) A landlord of any dwelling unit governed by this part  
590 may not discriminate against a person in offering a dwelling  
591 unit for rent or in any of the terms of the rental agreement,  
592 based on the person's race; color; religion; sex; pregnancy;  
593 national origin; age; physical, mental, or developmental  
594 disability; HIV status; familial status; sexual orientation;  
595 gender identity; source of income; or credit score. For purposes  
596 of this subsection, the term:

597 (a) "Familial status" means the makeup of a person's  
598 family, including whether there is a child under the age of 18  
599 living with the person or whether the person is seeking custody  
600 of a child under the age of 18.

601 (b) "Gender identity" means the identity, appearance, or  
602 behavior of a person, regardless of whether such identity,  
603 appearance, or behavior is different from that traditionally  
604 associated with the person's physiology or assigned sex at  
605 birth.

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

608 (d) "Source of income" means the legal gain or recurrent  
609 benefit, often measured in money or currency, paid to a person

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610 or a representative of the person, including, but not limited  
611 to, any form of federal, state, or local public, food, or  
612 housing assistance or subsidy, including assistance from the  
613 Supplemental Nutrition Assistance Program under 7 U.S.C. ss.  
614 2011 et seq., and the Housing Choice Voucher Program under 24  
615 C.F.R. part 982.

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

620 (6) A landlord of any dwelling unit governed by this part  
621 may not require a prospective tenant to sign a rental agreement  
622 before showing the dwelling unit, either in person or through  
623 photographs, to the prospective tenant.

624 (7) Unless otherwise required by law, a landlord of any  
625 dwelling unit governed by this part may not inquire into or  
626 consider a prospective tenant's criminal history on a rental  
627 application or rental agreement. A landlord may inquire into or  
628 consider a prospective tenant's criminal history only after the  
629 landlord determines that the prospective tenant otherwise  
630 qualifies to rent a dwelling unit.

631 (8) If a landlord requires a prospective tenant to complete  
632 a rental application before residing in a dwelling unit, the  
633 landlord may not charge a rental application fee that exceeds  
634 \$100 per applicant. For purposes of this subsection, spouses or  
635 parents and dependent children are considered one applicant. If,  
636 after a prospective tenant submits a rental application and  
637 application fee, a dwelling unit is not available, the landlord  
638 must refund the application fee to the prospective tenant.

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639       (9) A landlord may ~~shall~~ not prohibit a tenant from  
640 displaying one portable, removable, cloth or plastic United  
641 States flag, not larger than 4 and 1/2 feet by 6 feet, in a  
642 respectful manner in or on the dwelling unit regardless of any  
643 provision in the rental agreement dealing with flags or  
644 decorations. The United States flag shall be displayed in  
645 accordance with s. 83.52(6). The landlord is not liable for  
646 damages caused by a United States flag displayed by a tenant.  
647 Any United States flag may not infringe upon the space rented by  
648 any other tenant.

649       (10)~~(5)~~ A landlord of any dwelling unit governed by this  
650 part may ~~shall~~ not remove the outside doors, locks, roof, walls,  
651 or windows of the unit except for purposes of maintenance,  
652 repair, or replacement; and the landlord may ~~shall~~ not remove  
653 the tenant's personal property from the dwelling unit unless  
654 such action is taken after surrender, abandonment, recovery of  
655 possession of the dwelling unit due to the death of the last  
656 remaining tenant in accordance with s. 83.59(3)(d), or a lawful  
657 eviction. If provided in the rental agreement or a written  
658 agreement separate from the rental agreement, upon surrender or  
659 abandonment by the tenant, the landlord is not required to  
660 comply with s. 715.104 and is not liable or responsible for  
661 storage or disposition of the tenant's personal property; if  
662 provided in the rental agreement, there must be printed or  
663 clearly stamped on such rental agreement a legend in  
664 substantially the following form:

665

666 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON  
667 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE

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668 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS  
669 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT  
670 BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE  
671 TENANT'S PERSONAL PROPERTY.

672

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

675 (11)~~(6)~~ A landlord who violates any provision of this  
676 section is ~~shall be~~ liable to the tenant for actual and  
677 consequential damages or 3 months' rent, whichever is greater,  
678 and costs, including attorney's fees. Subsequent or repeated  
679 violations that are not contemporaneous with the initial  
680 violation are ~~shall be~~ subject to separate awards of damages.

681 (12)~~(7)~~ A violation of this section constitutes irreparable  
682 harm for the purposes of injunctive relief.

683 (13)~~(8)~~ The remedies provided by this section are not  
684 exclusive and do not preclude the tenant from pursuing any other  
685 remedy at law or equity that the tenant may have. The remedies  
686 provided by this section shall also apply to a servicemember or  
687 person who is a prospective tenant who has been discriminated  
688 against under subsections (3) and (4) ~~subsection (3)~~.

689 Section 11. Section 83.675, Florida Statutes, is created to  
690 read:

691 83.675 Tenant opportunity to purchase.—

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

693 (a) "Bona fide offer of sale" means an offer for a price,  
694 including other material terms, which is at least as favorable  
695 as what a purchaser would accept in an arm's length third-party  
696 contract, which is comparable to that which a willing seller and



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697 a willing buyer would agree upon for purchase of the dwelling  
698 unit or premises, or which is the appraised value.

699 (b) "Highest and best use" means the reasonable legal use  
700 of a dwelling unit or the premises on which the dwelling unit is  
701 located which is physically possible, appropriately supported,  
702 and financially feasible and which results in the highest value  
703 of the dwelling unit or premises.

704 (c) "Matter of right" means the appropriate land use,  
705 development density, or building requirements of the dwelling  
706 unit or premises under zoning regulations and law.

707 (2) At least 60 days before a landlord may sell a dwelling  
708 unit or the premises on which a dwelling unit is located or  
709 issue a notice to vacate the dwelling unit or premises for  
710 purposes of demolition or discontinuance of housing use, the  
711 landlord must give the tenant an opportunity to purchase the  
712 dwelling unit or the premises at a price and with material terms  
713 that represent a bona fide offer of sale.

714 (3) A landlord shall provide the tenant a copy of the offer  
715 of sale, in the preferred language of the tenant, by hand  
716 delivery, e-mail, or certified mail. A landlord may not retain a  
717 percentage of ownership in the dwelling unit or premises in the  
718 offer of sale.

719 (4) The sales price contained in the offer of sale may not  
720 be more than a price comparable to that which a willing seller  
721 and a willing buyer would agree upon for purchase of the  
722 dwelling unit or premises, or be more than the appraised value  
723 of the dwelling unit or premises.

724 (5) The appraised value must be based on rights a landlord  
725 has as a matter of right as of the date of the offer of sale,

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726 including any existing right a landlord may have to convert the  
727 dwelling unit or premises to another use. The appraised value  
728 may take into consideration the highest and best use of the  
729 dwelling unit or premises.

730 (6) A tenant may challenge an offer of sale as not being a  
731 bona fide offer of sale and request a determination of the  
732 appraised value by an independent licensed appraiser, as defined  
733 in s. 475.611, at the tenant's expense, by providing written  
734 notice to the landlord and the Division of Consumer Services  
735 within the Department of Agriculture and Consumer Services by  
736 hand delivery, e-mail, or certified mail within 30 days after  
737 receipt of the offer of sale.

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

741 Section 12. Section 83.676, Florida Statutes, is created to  
742 read:

743 83.676 Early termination of rental agreement by a victim of  
744 domestic violence, dating violence, sexual violence, or  
745 stalking; lock changing.-

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

747 (a) "Dating violence" has the same meaning as in s.  
748 784.046(1)(d).

749 (b) "Domestic violence" has the same meaning as in s.  
750 741.28.

751 (c) "Sexual violence" has the same meaning as in s.  
752 784.046(1)(c).

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

754 (2) A landlord may not terminate a rental agreement or

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755 evict a tenant for an incident involving actual or threatened  
756 domestic violence, dating violence, sexual violence, or stalking  
757 if the tenant or the tenant's minor child is the victim of such  
758 actual or threatened violence or stalking. A rental agreement  
759 may not include a provision deeming that early termination of a  
760 rental agreement because of an incident involving actual or  
761 threatened domestic violence, dating violence, sexual violence,  
762 or stalking, in which the tenant or the tenant's minor child is  
763 a victim and not the perpetrator, is a breach of the rental  
764 agreement.

765 (3) (a) If a tenant or a tenant's minor child is a victim of  
766 actual or threatened domestic violence, dating violence, sexual  
767 violence, or stalking during the term of a rental agreement, the  
768 tenant may, without penalty, terminate the rental agreement at  
769 any time by providing the landlord with written notice of the  
770 tenant's intent to terminate the rental agreement and to vacate  
771 the premises because of such incident. The termination of the  
772 rental agreement is effective immediately upon delivery of the  
773 written notice and documentation specified in paragraph (b), if  
774 applicable, to the landlord.

775 (b) Unless the landlord notifies the tenant that  
776 documentation is not needed, a notice of termination from the  
777 tenant required under paragraph (a) must be accompanied by  
778 documentation verifying the tenant's or the tenant's minor  
779 child's status as a victim of actual or threatened domestic  
780 violence, dating violence, sexual violence, or stalking and may  
781 include:

782 1. A copy of an injunction for protection against domestic  
783 violence, dating violence, sexual violence, or stalking issued

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784 to the tenant as victim or as the parent of a minor victim;

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

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

795 4. A copy of a law enforcement report documenting an  
796 incident of actual or threatened domestic violence, dating  
797 violence, sexual violence, or stalking against the tenant or the  
798 tenant's minor child.

799 (c) A notice of termination from the tenant required under  
800 paragraph (a) must be provided by certified mail or hand  
801 delivery to the landlord, a person authorized to receive notices  
802 on behalf of the landlord under s. 83.50, a resident manager, or  
803 the person or entity that collects the rent on behalf of the  
804 landlord.

805 (d) If a rental agreement with a specific duration is  
806 terminated by a tenant under this subsection less than 30 days  
807 before the end of the rental agreement, the tenant is liable for  
808 the rent for the remaining period of the rental agreement. If a  
809 rental agreement with a specific duration is terminated by a  
810 tenant under this subsection 30 or more days before the end of  
811 the rental agreement, the tenant is liable for prorated rent for  
812 a period of 30 days immediately after delivery of the notice of

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813 termination. After compliance with this paragraph, the tenant is  
814 released from any further obligation to pay rent, concessions,  
815 damages, fees, or penalties, and the landlord is not entitled to  
816 the remedies provided in s. 83.595.

817 (e) If a rental agreement is terminated by a tenant under  
818 this subsection, the landlord must comply with s. 83.49(3). A  
819 tenant who terminates a rental agreement under this subsection  
820 does not forfeit any deposit money or advance rent paid to the  
821 landlord.

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

825 (g) If the perpetrator of actual or threatened domestic  
826 violence, dating violence, sexual violence, or stalking is also  
827 a tenant under the same rental agreement as the tenant who is a  
828 victim, or whose minor child is a victim, of such actual or  
829 threatened violence or stalking, neither the perpetrator's  
830 liability for rent nor his or her other obligations under the  
831 rental agreement are terminated under this subsection, and the  
832 landlord is entitled to the rights and remedies provided by this  
833 part against the perpetrator.

834 (4) (a) A tenant or a tenant's minor child who is a victim  
835 of actual or threatened domestic violence, dating violence,  
836 sexual violence, or stalking and who wishes to remain in the  
837 dwelling unit may make a written request to the landlord  
838 accompanied by any one of the documents listed in paragraph  
839 (3) (b), and the landlord shall, within 24 hours after receipt of  
840 the request, change the locks of the tenant's dwelling unit and  
841 provide the tenant with a key to the new locks.

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842       (b) If the landlord fails to change the locks within 24  
843 hours after receipt of the tenant's request, the tenant may  
844 change the locks without the landlord's permission,  
845 notwithstanding any contrary provision in the rental agreement  
846 or other applicable rules or regulations imposed by the  
847 landlord, if all of the following conditions have been met:

848       1. The locks are changed in like manner as if the landlord  
849 had changed the locks, with locks of similar or better quality  
850 than the original locks.

851       2. The landlord is notified within 24 hours after the  
852 changing of the locks.

853       3. The landlord is provided a key to the new locks within a  
854 reasonable time.

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

858       (5) A landlord may not refuse to enter into a rental  
859 agreement for a dwelling unit, refuse to negotiate the rental of  
860 a dwelling unit, make a dwelling unit unavailable, or retaliate  
861 in the rental of a dwelling unit because:

862       (a) The tenant, prospective tenant, or minor child of the  
863 tenant or prospective tenant is a victim of actual or threatened  
864 domestic violence, dating violence, sexual violence, or  
865 stalking; or

866       (b) The tenant or prospective tenant has previously  
867 terminated a rental agreement because of an incident involving  
868 actual or threatened domestic violence, dating violence, sexual  
869 violence, or stalking in which the tenant, prospective tenant,  
870 or minor child of the tenant or prospective tenant was a victim.

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871  
872 However, the landlord may refuse to enter into a rental  
873 agreement, negotiate the rental of a dwelling unit, or make a  
874 dwelling unit available if the tenant or prospective tenant  
875 fails to comply with the landlord's request for documentation of  
876 an incident of actual or threatened domestic violence, dating  
877 violence, sexual violence, or stalking which occurred before  
878 termination of a prior rental agreement. A landlord's request  
879 for documentation is satisfied upon the tenant's or prospective  
880 tenant's provision of any one of the documents listed in  
881 paragraph (3) (b).

882 (6) All information provided to a landlord under  
883 subsections (3), (4), and (5), including the fact that a tenant,  
884 prospective tenant, or a tenant's or prospective tenant's minor  
885 child is a victim of actual or threatened domestic violence,  
886 dating violence, sexual violence, or stalking, and including the  
887 tenant's forwarding address, is confidential. The landlord may  
888 not enter such information into any shared database or provide  
889 the information to any other person or entity, except to the  
890 extent such disclosure is:

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

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

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

896 (d) Otherwise required by law.

897 (7) A tenant or prospective tenant, on his or her own  
898 behalf or on behalf of his or her minor child, may file a civil  
899 action against a landlord for a violation of this section. A

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900 landlord who violates subsection (5) or subsection (6) is  
901 civilly liable to the victim for \$1,000 for punitive damages,  
902 actual and consequential damages, and court costs, including  
903 reasonable attorney fees, unless the landlord can show that this  
904 was the landlord's first violation and the violation was not  
905 committed in bad faith. Subsequent or repeated violations that  
906 are not contemporaneous with the initial violation are subject  
907 to separate awards of damages.

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

910 Section 13. Section 83.681, Florida Statutes, is amended to  
911 read:

912 83.681 Orders to enjoin violations of this part.—

913 (1) A landlord who gives notice to a tenant of the  
914 landlord's intent to terminate the tenant's rental agreement  
915 under s. 83.56(2) (b) lease pursuant to s. 83.56(2) (a), due to  
916 the tenant's intentional destruction, damage, or misuse of the  
917 landlord's property may petition the county or circuit court for  
918 an injunction prohibiting the tenant from continuing to violate  
919 any of the provisions of that part.

920 (2) The court shall grant the relief requested under  
921 pursuant to subsection (1) in conformity with the principles  
922 that govern the granting of injunctive relief from threatened  
923 loss or damage in other civil cases.

924 (3) Evidence of a tenant's intentional violation of s.  
925 83.56(2) (a) 1.-6. resulting destruction, damage, or misuse of the  
926 landlord's property in an amount greater than twice the value of  
927 money deposited with the landlord under pursuant to s. 83.49 or  
928 \$300, whichever is greater, constitutes ~~shall constitute~~



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929 irreparable harm for the purposes of injunctive relief.

930 Section 14. Section 83.684, Florida Statutes, is created to  
931 read:

932 83.684 Actions for rent or possession during a state of  
933 emergency.—

934 (1) A declaration of a state of emergency declared by the  
935 President of the United States, the Governor, or a local  
936 authority tolls any statutory time periods relating to the  
937 eviction of a residential tenant under this part during the  
938 emergency declaration period. The court shall on its own motion  
939 stay any eviction proceeding under this part during the  
940 emergency declaration period. For purposes of this section, the  
941 term "emergency declaration period" includes the period of time  
942 stated in the declaration of the state of emergency, any  
943 extensions thereof, and up to 15 days after the expiration of  
944 such period of time.

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

949 (a) The tenant lives within the geographic boundaries of  
950 the state of emergency.

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

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

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