

Amendment No.

CHAMBER ACTION

Senate

House

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1 Representative Rayner-Goolsby offered the following:

2
3 **Amendment (with title amendment)**

4 Between lines 201 and 202, insert:

5 Section 2. Section 83.676, Florida Statutes, is created to
6 read:

7 83.676 Early termination of rental agreement by a victim
8 of domestic violence, dating violence, sexual violence, or
9 stalking; lock changing.-

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

11 (a) "Dating violence" has the same meaning as in s.
12 784.046.

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13 (b) "Domestic violence" has the same meaning as in s.
14 741.28.

15 (c) "Sexual violence" has the same meaning as in s.
16 784.046.

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

18 (2) A landlord may not terminate a rental agreement or
19 evict a tenant for an incident involving actual or threatened
20 domestic violence, dating violence, sexual violence, or stalking
21 if the tenant or the tenant's minor child is the victim of such
22 actual or threatened violence or stalking. A rental agreement
23 may not include a provision deeming that early termination of a
24 rental agreement because of an incident involving actual or
25 threatened domestic violence, dating violence, sexual violence,
26 or stalking, in which the tenant or the tenant's minor child is
27 a victim and not the perpetrator, is a breach of the rental
28 agreement.

29 (3)(a) If a tenant or a tenant's minor child is a victim
30 of actual or threatened domestic violence, dating violence,
31 sexual violence, or stalking during the term of a rental
32 agreement, the tenant may, without penalty, terminate the rental
33 agreement at any time by providing the landlord with written
34 notice of the tenant's intent to terminate the rental agreement
35 and to vacate the premises because of such incident. The
36 termination of the rental agreement is effective immediately

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37 upon delivery of the written notice and documentation specified
38 in paragraph (b), if applicable, to the landlord.

39 (b) Unless the landlord notifies the tenant that
40 documentation is not needed, a notice of termination from the
41 tenant required under paragraph (a) must be accompanied by
42 documentation verifying the tenant's or the tenant's minor
43 child's status as a victim of actual or threatened domestic
44 violence, dating violence, sexual violence, or stalking and may
45 include:

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

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

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

59 4. A copy of a law enforcement report documenting an
60 incident of actual or threatened domestic violence, dating

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61 violence, sexual violence, or stalking against the tenant or the
62 tenant's minor child.

63 (c) A notice of termination from the tenant required under
64 paragraph (a) must be provided by certified mail or hand
65 delivery to the landlord, a person authorized to receive notices
66 on behalf of the landlord under s. 83.50, a resident manager, or
67 the person or entity that collects the rent on behalf of the
68 landlord.

69 (d) If a rental agreement with a specific duration is
70 terminated by a tenant under this subsection less than 30 days
71 before the end of the rental agreement, the tenant is liable for
72 the rent for the remaining period of the rental agreement. If a
73 rental agreement with a specific duration is terminated by a
74 tenant under this subsection 30 or more days before the end of
75 the rental agreement, the tenant is liable for prorated rent for
76 a period of 30 days immediately following delivery of the notice
77 of termination. After compliance with this paragraph, the tenant
78 is released from any further obligation to pay rent,
79 concessions, damages, fees, or penalties, and the landlord is
80 not entitled to the remedies provided in s. 83.595.

81 (e) If a rental agreement is terminated by a tenant under
82 this subsection, the landlord must comply with s. 83.49(3). A
83 tenant who terminates a rental agreement under this subsection
84 does not forfeit any deposit money or advance rent paid to the
85 landlord.

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

89 (g) If the perpetrator of actual or threatened domestic
90 violence, dating violence, sexual violence, or stalking is also
91 a tenant under the same rental agreement as the tenant who is a
92 victim, or whose minor child is a victim, of such actual or
93 threatened violence or stalking, neither the perpetrator's
94 liability for rent nor his or her other obligations under the
95 rental agreement are terminated under this subsection, and the
96 landlord is entitled to the rights and remedies provided by this
97 part against the perpetrator.

98 (4) (a) A tenant or a tenant's minor child who is a victim
99 of actual or threatened domestic violence, dating violence,
100 sexual violence, or stalking and who wishes to remain in the
101 dwelling unit may make a written request to the landlord
102 accompanied by any one of the documents listed in paragraph
103 (3) (b), and the landlord shall, within 24 hours after receipt of
104 the request, change the locks of the tenant's dwelling unit and
105 provide the tenant with a key to the new locks.

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

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111 1. The locks are changed in like manner as if the landlord
112 had changed the locks, with locks of similar or better quality
113 than the original locks.

114 2. The landlord is notified within 24 hours after the
115 changing of the locks.

116 3. The landlord is provided a key to the new locks within
117 a reasonable time.

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

121 (5) A landlord may not refuse to enter into a rental
122 agreement for a dwelling unit, refuse to negotiate for the
123 rental of a dwelling unit, make a dwelling unit unavailable, or
124 retaliate in the rental of a dwelling unit because:

125 (a) The tenant, prospective tenant, or minor child of the
126 tenant or prospective tenant is a victim of actual or threatened
127 domestic violence, dating violence, sexual violence, or
128 stalking; or

129 (b) The tenant or prospective tenant has previously
130 terminated a rental agreement because of an incident involving
131 actual or threatened domestic violence, dating violence, sexual
132 violence, or stalking in which the tenant, prospective tenant,
133 or minor child of the tenant or prospective tenant was a victim.

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135 However, the landlord may refuse to enter into a rental
136 agreement, negotiate for the rental of a dwelling unit, or make
137 a dwelling unit available if the tenant or prospective tenant
138 fails to comply with the landlord's request for documentation of
139 an incident of actual or threatened domestic violence, dating
140 violence, sexual violence, or stalking that occurred before
141 termination of a prior rental agreement. A landlord's request
142 for documentation is satisfied upon the tenant's or prospective
143 tenant's provision of any one of the documents listed in
144 paragraph (3)(b).

145 (6) All information provided to a landlord under
146 subsections (3), (4), and (5), including the fact that a tenant,
147 prospective tenant, or a tenant's or prospective tenant's minor
148 child is a victim of actual or threatened domestic violence,
149 dating violence, sexual violence, or stalking, and including the
150 tenant's forwarding address, is confidential. The landlord may
151 not enter such information into any shared database or provide
152 the information to any other person or entity, except to the
153 extent such disclosure is:

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

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

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

159 (d) Otherwise required by law.

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160 (7) A tenant or prospective tenant, on his or her own
 161 behalf or on behalf of his or her minor child, may file a civil
 162 action against a landlord for a violation of this section. A
 163 landlord who violates subsection (5) or subsection (6) is
 164 civilly liable to the victim for \$1,000 for punitive damages,
 165 actual and consequential damages, and court costs, including
 166 reasonable attorney fees, unless the landlord can show that this
 167 was the landlord's first violation and the violation was not
 168 committed in bad faith. Subsequent or repeated violations that
 169 are not contemporaneous with the initial violation are subject
 170 to separate awards of damages.

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

174 -----

175 **T I T L E A M E N D M E N T**

176 Remove lines 2-33 and insert:
 177 An act relating to residential tenancies; creating s.
 178 83.491, F.S.; authorizing a landlord to offer a tenant
 179 the option to pay a fee in lieu of a security deposit;
 180 requiring the landlord to notify the tenant of certain
 181 unpaid fees and costs within a specified time after
 182 the conclusion of the tenancy; prohibiting the
 183 landlord from filing an insurance claim within a
 184 specified period of time; providing requirements for

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185 the landlord and insurer if an insurance claim to
186 recover certain losses is filed; prohibiting the
187 landlord from accepting certain payments; requiring
188 the landlord to provide certain written notice to the
189 tenant; requiring a written agreement signed by the
190 landlord, or the landlord's agent, and the tenant if
191 the tenant decides to pay a fee in lieu of the
192 security deposit; prohibiting the written agreement
193 from contradicting specified laws; requiring that the
194 written agreement contain certain information;
195 requiring a specified disclosure in the written
196 agreement; providing options for paying the fee;
197 specifying that certain fees, insurance products, and
198 surety bonds are not security deposits; specifying
199 that landlords have exclusive discretion as to whether
200 to offer tenants the option to pay a fee in lieu of a
201 security deposit; prohibiting a landlord from
202 approving or denying an application for occupancy
203 based on a prospective tenant's choice to pay a fee in
204 lieu of a security deposit; requiring that landlords
205 who offer a tenant the fee option offer such option to
206 all new tenants renting a dwelling unit on the same
207 premises; providing an exception; providing
208 construction; providing applicability; creating s.
209 83.676, F.S.; providing definitions; prohibiting a

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210 landlord from evicting a tenant or terminating a
211 rental agreement because the tenant or the tenant's
212 minor child is a victim of actual or threatened
213 domestic violence, dating violence, sexual violence,
214 or stalking; specifying that a rental agreement may
215 not contain certain provisions; authorizing a victim
216 of such actual or threatened violence or stalking to
217 terminate a rental agreement under certain
218 circumstances; requiring certain documentation and
219 written notice to landlord; providing for liability
220 for rent for both the tenant and the perpetrator, if
221 applicable; specifying that a tenant does not forfeit
222 certain money paid to the landlord for terminating the
223 rental agreement under certain circumstances;
224 requiring a landlord to change the locks of the
225 dwelling unit within a specified period under certain
226 circumstances; authorizing the tenant to change the
227 locks of the dwelling unit under certain
228 circumstances; prohibiting certain actions by a
229 landlord under certain circumstances; authorizing
230 filing of a civil action and an award of damages,
231 fees, and costs under certain circumstances;
232 prohibiting the waiver of certain provisions;
233 providing an

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