

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	_____	(Y/N)
ADOPTED AS AMENDED	_____	(Y/N)
ADOPTED W/O OBJECTION	_____	(Y/N)
FAILED TO ADOPT	_____	(Y/N)
WITHDRAWN	_____	(Y/N)
OTHER		

1 Committee/Subcommittee hearing bill: Local Administration,
 2 Federal Affairs & Special Districts Subcommittee
 3 Representative Woodson offered the following:
 4

Amendment (with title amendment)

6 Between lines 47 and 48, insert:

7 Section 4. Section 83.676, Florida Statutes, is created to
 8 read:

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

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

13 (a) "Dating violence" has the same meaning as in s.
 14 784.046.

15 (b) "Domestic violence" has the same meaning as in s.
 16 741.28.

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17 (c) "Sexual violence" has the same meaning as in s.
18 784.046.

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

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

31 (3) (a) If a tenant or a tenant's minor child is a victim
32 of actual or threatened domestic violence, dating violence,
33 sexual violence, or stalking during the term of a rental
34 agreement, the tenant may, without penalty, terminate the rental
35 agreement at any time by providing the landlord with written
36 notice of the tenant's intent to terminate the rental agreement
37 and to vacate the premises because of such incident. The
38 termination of the rental agreement is effective immediately
39 upon delivery of the written notice and documentation specified
40 in paragraph (b), if applicable, to the landlord.

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

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

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

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

61 4. A copy of a law enforcement report documenting an
62 incident of actual or threatened domestic violence, dating
63 violence, sexual violence, or stalking against the tenant or the
64 tenant's minor child.

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

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

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

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

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

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

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

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

116 2. The landlord is notified within 24 hours after the
117 changing of the locks.

118 3. The landlord is provided a key to the new locks within
119 a reasonable time.

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

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

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

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

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

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

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

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

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

161 (d) Otherwise required by law.

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

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

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

178 Remove line 8 and insert:
179 terminate certain tenancies; creating s. 83.676, F.S.;
180 providing definitions; prohibiting a landlord from
181 evicting a tenant or terminating a rental agreement
182 because the tenant or the tenant's minor child is a
183 victim of actual or threatened domestic violence,
184 dating violence, sexual violence, or stalking;
185 specifying that a rental agreement may not contain
186 certain provisions; authorizing a victim of such

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187 actual or threatened violence or stalking to terminate
188 a rental agreement under certain circumstances;
189 requiring certain documentation and written notice to
190 landlord; providing for liability for rent for both
191 the tenant and the perpetrator, if applicable;
192 specifying that a tenant does not forfeit certain
193 money paid to the landlord for terminating the rental
194 agreement under certain circumstances; requiring a
195 landlord to change the locks of the dwelling unit
196 within a specified period under certain circumstances;
197 authorizing the tenant to change the locks of the
198 dwelling unit under certain circumstances; prohibiting
199 certain actions by a landlord under certain
200 circumstances; authorizing filing of a civil action
201 and an award of damages, fees, and costs under certain
202 circumstances; prohibiting the waiver of certain
203 provisions; providing an effective