

Amendment No.

CHAMBER ACTION

Senate

House

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1 Representative Woodson offered the following:

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

4 Remove lines 28-47 and insert:

5 Section 2. Paragraph (c) is added to subsection (1) of
6 section 83.47, Florida Statutes, to read:

7 83.47 Prohibited provisions in rental agreements.—

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

10 (c) Purports that early termination of a rental agreement
11 because of an incident involving actual or threatened domestic
12 violence, dating violence, sexual violence, or stalking, in

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13 which the tenant or the tenant's minor child is a victim and not
14 the perpetrator, is a breach of the rental agreement.

15 Section 3. Subsection (3) of section 83.57, Florida
16 Statutes, is amended to read:

17 83.57 Termination of tenancy without specific term.—A
18 tenancy without a specific duration, as defined in s. 83.46(2)
19 or (3), may be terminated by either party giving written notice
20 in the manner provided in s. 83.56(4), as follows:

21 (3) When the tenancy is from month to month, by giving not
22 less than 30 ~~15~~ days' notice prior to the end of any monthly
23 period; and

24 Section 4. Subsection (1) of section 83.575, Florida
25 Statutes, is amended to read:

26 83.575 Termination of tenancy with specific duration.—

27 (1) A rental agreement with a specific duration may
28 contain a provision requiring the tenant to notify the landlord
29 within a specified period before vacating the premises at the
30 end of the rental agreement, if such provision requires the
31 landlord to notify the tenant within such notice period if the
32 rental agreement will not be renewed; however, a rental
33 agreement may not require less than 30 days' notice or more than
34 60 days' notice from either the tenant or the landlord.

35 Section 5. Section 83.676, Florida Statutes, is created to
36 read:

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37 83.676 Early termination of rental agreement by a victim
38 of domestic violence, dating violence, sexual violence, or
39 stalking; lock changing.-

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

41 (a) "Dating violence" has the same meaning as in s.
42 784.046.

43 (b) "Domestic violence" has the same meaning as in s.
44 741.28.

45 (c) "Sexual violence" has the same meaning as in s.
46 784.046.

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

48 (2) A landlord may not terminate a rental agreement or
49 evict a tenant for an incident involving actual or threatened
50 domestic violence, dating violence, sexual violence, or stalking
51 if the tenant or the tenant's minor child is the victim of such
52 actual or threatened violence or stalking. A rental agreement
53 may not include a provision deeming that early termination of a
54 rental agreement because of an incident involving actual or
55 threatened domestic violence, dating violence, sexual violence,
56 or stalking, in which the tenant or the tenant's minor child is
57 a victim and not the perpetrator, is a breach of the rental
58 agreement.

59 (3) (a) If a tenant or a tenant's minor child is a victim
60 of actual or threatened domestic violence, dating violence,
61 sexual violence, or stalking during the term of a rental

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62 agreement, the tenant may, without penalty, terminate the rental
63 agreement at any time by providing the landlord with written
64 notice of the tenant's intent to terminate the rental agreement
65 and to vacate the premises because of such incident. The
66 termination of the rental agreement is effective immediately
67 upon delivery of the written notice and documentation specified
68 in paragraph (b), if applicable, to the landlord.

69 (b) Unless the landlord notifies the tenant that
70 documentation is not needed, a notice of termination from the
71 tenant required under paragraph (a) must be accompanied by
72 documentation verifying the tenant's or the tenant's minor
73 child's status as a victim of actual or threatened domestic
74 violence, dating violence, sexual violence, or stalking and may
75 include:

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

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

84 3. A written verification from a domestic violence center
85 certified under chapter 39 or a rape crisis center as defined in
86 s. 794.055 which states that the tenant or the tenant's minor

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87 child is a victim of actual or threatened domestic violence,
88 dating violence, sexual violence, or stalking; or

89 4. A copy of a law enforcement report documenting an
90 incident of actual or threatened domestic violence, dating
91 violence, sexual violence, or stalking against the tenant or the
92 tenant's minor child.

93 (c) A notice of termination from the tenant required under
94 paragraph (a) must be provided by certified mail or hand
95 delivery to the landlord, a person authorized to receive notices
96 on behalf of the landlord under s. 83.50, a resident manager, or
97 the person or entity that collects the rent on behalf of the
98 landlord.

99 (d) If a rental agreement with a specific duration is
100 terminated by a tenant under this subsection less than 30 days
101 before the end of the rental agreement, the tenant is liable for
102 the rent for the remaining period of the rental agreement. If a
103 rental agreement with a specific duration is terminated by a
104 tenant under this subsection 30 or more days before the end of
105 the rental agreement, the tenant is liable for prorated rent for
106 a period of 30 days immediately following delivery of the notice
107 of termination. After compliance with this paragraph, the tenant
108 is released from any further obligation to pay rent,
109 concessions, damages, fees, or penalties, and the landlord is
110 not entitled to the remedies provided in s. 83.595.

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111 (e) If a rental agreement is terminated by a tenant under
112 this subsection, the landlord must comply with s. 83.49(3). A
113 tenant who terminates a rental agreement under this subsection
114 does not forfeit any deposit money or advance rent paid to the
115 landlord.

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

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

128 (4) (a) A tenant or a tenant's minor child who is a victim
129 of actual or threatened domestic violence, dating violence,
130 sexual violence, or stalking and who wishes to remain in the
131 dwelling unit may make a written request to the landlord
132 accompanied by any one of the documents listed in paragraph
133 (3) (b), and the landlord shall, within 24 hours after receipt of
134 the request, change the locks of the tenant's dwelling unit and
135 provide the tenant with a key to the new locks.

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

141 1. The locks are changed in like manner as if the landlord
142 had changed the locks, with locks of similar or better quality
143 than the original locks.

144 2. The landlord is notified within 24 hours after the
145 changing of the locks.

146 3. The landlord is provided a key to the new locks within
147 a reasonable time.

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

151 (5) A landlord may not refuse to enter into a rental
152 agreement for a dwelling unit, refuse to negotiate for the
153 rental of a dwelling unit, make a dwelling unit unavailable, or
154 retaliate in the rental of a dwelling unit because:

155 (a) The tenant, prospective tenant, or minor child of the
156 tenant or prospective tenant is a victim of actual or threatened
157 domestic violence, dating violence, sexual violence, or
158 stalking; or

159 (b) The tenant or prospective tenant has previously
160 terminated a rental agreement because of an incident involving

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161 actual or threatened domestic violence, dating violence, sexual
162 violence, or stalking in which the tenant, prospective tenant,
163 or minor child of the tenant or prospective tenant was a victim.

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

175 (6) All information provided to a landlord under
176 subsections (3), (4), and (5), including the fact that a tenant,
177 prospective tenant, or a tenant's or prospective tenant's minor
178 child is a victim of actual or threatened domestic violence,
179 dating violence, sexual violence, or stalking, and including the
180 tenant's forwarding address, is confidential. The landlord may
181 not enter such information into any shared database or provide
182 the information to any other person or entity, except to the
183 extent such disclosure is:

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

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

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

189 (d) Otherwise required by law.

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

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

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

208 Remove lines 6-8 and insert:
209 local regulations; amending s. 83.47, F.S.; providing
210 that certain provisions in a rental agreement are void

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211 and unenforceable; amending ss. 83.57 and 83.575,
212 F.S.; revising how much notice is required to
213 terminate certain tenancies; creating s. 83.676, F.S.;
214 providing definitions; prohibiting a landlord from
215 evicting a tenant or terminating a rental agreement
216 because the tenant or the tenant's minor child is a
217 victim of actual or threatened domestic violence,
218 dating violence, sexual violence, or stalking;
219 specifying that a rental agreement may not contain
220 certain provisions; authorizing a victim of such
221 actual or threatened violence or stalking to terminate
222 a rental agreement under certain circumstances;
223 requiring certain documentation and written notice to
224 landlord; providing for liability for rent for both
225 the tenant and the perpetrator, if applicable;
226 specifying that a tenant does not forfeit certain
227 money paid to the landlord for terminating the rental
228 agreement under certain circumstances; requiring a
229 landlord to change the locks of the dwelling unit
230 within a specified period under certain circumstances;
231 authorizing the tenant to change the locks of the
232 dwelling unit under certain circumstances; prohibiting
233 certain actions by a landlord under certain
234 circumstances; authorizing filing of a civil action
235 and an award of damages, fees, and costs under certain

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236 | circumstances; prohibiting the waiver of certain
237 | provisions; providing an effective

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