

Amendment No.

CHAMBER ACTION

Senate

House

.



1 Representative Gantt offered the following:

2

3 **Amendment (with title amendment)**

4 Between lines 27 and 28, insert:

5 Section 2. Subsections (5) and (6) of section 83.56,
6 Florida Statutes, are renumbered as subsections (6) and (7),
7 respectively, subsections (2), (3), and (4), and paragraph (b)
8 of present subsection (5), and present subsection (6) are
9 amended, and new subsections (5) and (8) are added to that
10 section, to read:

11 83.56 Termination of rental agreement.—

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

12 (2) (a) A landlord must have good cause to terminate a
13 rental agreement. The following reasons constitute good cause
14 allowing for termination of a rental agreement:

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

17 2. A tenant's disorderly conduct or continued unreasonable
18 disturbance.

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

20 4. A violation or breach of the landlord's reasonable
21 rules and regulations.

22 5. A violation or breach of covenants or agreements
23 contained in the rental agreement.

24 6. Use of the dwelling unit or premises for illegal
25 purposes or acts that the tenant has been criminally charged
26 with, including, but not limited to, the manufacture, sale, or
27 use of illegal drugs, theft of property, or assault or threats
28 on the landlord or his or her relatives, as defined in s.
29 494.001(33), or employees.

30 7. The dwelling unit or premises are removed from the
31 rental market because the state, any political subdivision as
32 defined in s. 1.01(8), or other entity exercises its power of
33 eminent domain, the landlord seeks in good faith to permanently
34 remove the property from the rental market, or the landlord is
35 converting the dwelling unit or premises from the rental market
36 to a condominium, cooperative, or fee simple ownership.

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

37 8. The dwelling unit or premises are being used as an
38 incident of employment and such employment is terminated.

39 9. The landlord seeks in good faith to recover possession
40 of the dwelling unit or premises for his or her own use and
41 occupancy as a principal residence, or for the use and occupancy
42 as a principal residence by a relative, as defined in s.
43 494.001(33), of the landlord.

44 (b) If any of the violations in subparagraphs 1.-6. exist
45 ~~the tenant materially fails to comply with s. 83.52 or material~~
46 ~~provisions of the rental agreement, other than a failure to pay~~
47 ~~rent, or reasonable rules or regulations, the landlord may:~~

48 1.(a) If the violation such noncompliance is of a nature
49 that the tenant should not be given an opportunity to cure it or
50 if the violation noncompliance constitutes a subsequent or
51 continuing violation noncompliance within 12 months after of a
52 written warning by the landlord of a similar violation, deliver
53 a written notice to the tenant specifying the violation
54 ~~noncompliance and the landlord's intent to terminate the rental~~
55 ~~agreement by reason thereof. Examples of noncompliance which are~~
56 ~~of a nature that the tenant should not be given an opportunity~~
57 ~~to cure include, but are not limited to, destruction, damage, or~~
58 ~~misuse of the landlord's or other tenants' property by~~
59 ~~intentional act or a subsequent or continued unreasonable~~
60 ~~disturbance. In such event, the landlord may terminate the~~
61 rental agreement, and the tenant has shall have 7 days after

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

62 ~~from~~ the date that the notice is delivered to vacate the
63 premises. The notice must ~~shall~~ be in substantially the
64 following form:

65 You are advised that your rental agreement ~~lease~~ is
66 terminated effective immediately. You ~~shall~~ have 7 days after
67 ~~from~~ the delivery of this letter to vacate the premises. This
68 action is taken because ... (cite the violation
69 ~~noncompliance~~)....

70 2.(b) ~~If the violation such noncompliance~~ is of a nature
71 that the tenant should be given an opportunity to cure it,
72 deliver a written notice to the tenant specifying the violation
73 ~~noncompliance~~, including a notice that, if the violation
74 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
75 that the written notice is delivered, the landlord will ~~shall~~
76 terminate the rental agreement by reason thereof. ~~Examples of~~
77 ~~such noncompliance include, but are not limited to, activities~~
78 ~~in contravention of the lease or this part such as having or~~
79 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
80 ~~unauthorized manner or permitting such parking; or failing to~~
81 ~~keep the premises clean and sanitary.~~ If such violation
82 ~~noncompliance~~ recurs within 12 months after receipt of such
83 notice, an eviction action may commence without delivering a
84 subsequent notice pursuant to subparagraph 1. ~~paragraph (a)~~ or
85 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
86 substantially the following form:

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

87 You are hereby notified that ...(cite the violation
88 ~~noncompliance~~).... Demand is hereby made that you remedy the
89 violation noncompliance within 7 days after ~~of~~ receipt of this
90 notice or your rental agreement will be ~~lease shall be deemed~~
91 terminated and you must ~~shall~~ vacate the premises upon such
92 termination. If this same conduct or conduct of a similar nature
93 is repeated within 12 months, your tenancy is subject to
94 termination without further warning and without your being given
95 an opportunity to cure the violation noncompliance.

96 (c) If any other reason provided in paragraph (a) exists,
97 the landlord may deliver a written notice to the tenant of the
98 landlord's intent to terminate the rental agreement. The written
99 notice must specify the reason for the termination. In such
100 event, the tenant has 7 days after the date that the notice is
101 delivered to vacate the premises.

102 (3) If the tenant fails to pay rent when due and the
103 default continues for 3 days, excluding Saturday, Sunday, and
104 legal holidays, after delivery of written demand by the landlord
105 for payment of the rent or possession of the premises, or if the
106 tenant habitually pays late or fails to pay the full amount of
107 rent after being given notice of a rent increase as required in
108 s. 83.46(4), the landlord may terminate the rental agreement.
109 Habitual late payments means more than one late payment
110 following the landlord's first written demand for payment. Legal
111 holidays for the purpose of this section shall be court-observed

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

112 holidays only. The 3-day notice shall contain a statement in
113 substantially the following form:

114 You are hereby notified that you are indebted to me in the
115 sum of dollars for the rent and use of the premises
116 ...(address of leased premises, including county)..., Florida,
117 now occupied by you and that I demand payment of the rent or
118 possession of the premises within 3 days (excluding Saturday,
119 Sunday, and legal holidays) after ~~from~~ the date of delivery of
120 this notice, to wit: on or before the day of,
121 ...(year)....
122 ...(landlord's name, address and phone number)...

124 (4) The delivery of the written notices required by
125 subsections (1), (2), ~~and~~ (3), and (8) must ~~shall~~ be by mailing
126 or delivery of a true copy thereof or, if the tenant is absent
127 from the premises, by leaving a copy thereof at the residence.
128 The notice requirements of subsections (1), (2), ~~and~~ (3), and
129 (8) may not be waived in the rental agreement ~~lease~~.

130 (5) Notwithstanding any other law to the contrary, if the
131 landlord knows or reasonably should know that the tenant is
132 pregnant or there are children under the age of 18 years living
133 in the dwelling unit, the landlord must provide the tenant at
134 least 3 months after delivery of a written notice under
135 subsection (2) or subsection (3) to vacate the premises before

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

136 bringing an action for possession of the dwelling unit under s.
137 83.59.

138 ~~(6)-(5)~~

139 (b) Any tenant who wishes to defend against an action by
140 the landlord for possession of the unit for noncompliance of the
141 rental agreement or of relevant statutes must comply with s.
142 83.60(2). The court may not set a date for mediation or trial
143 unless the provisions of s. 83.60(2) have been met, ~~but must~~
144 ~~enter a default judgment for removal of the tenant with a writ~~
145 ~~of possession to issue immediately if the tenant fails to comply~~
146 ~~with s. 83.60(2).~~

147 ~~(7)-(6)~~ If the rental agreement is terminated, the landlord
148 shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

149 (8)(a) If the landlord seeks in good faith to undertake
150 substantial repairs to the dwelling unit or premises that cannot
151 be completed while the dwelling unit is occupied, and that are
152 necessary to bring the dwelling unit or premises into compliance
153 with applicable codes and laws or under an outstanding notice of
154 code violations, the landlord may deliver a written notice to
155 the tenant of the landlord's intent to terminate the rental
156 agreement. In such event, the tenant has 7 days after the date
157 that the notice is delivered to vacate the premises.

158 (b) A notice terminating a rental agreement under this
159 subsection must include the following information:

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

160 1. A statement in substantially the following form: "When
161 the needed repairs are completed on your dwelling unit or the
162 premises, the landlord must offer you the opportunity to return
163 to your dwelling unit with a rental agreement of substantially
164 the same terms and at the same rent, subject to the landlord's
165 right to obtain a rent increase for capital improvements."

166 2. If a landlord owns other residential dwelling units and
167 any such unit is available, a statement informing the tenant of
168 the existence of the available unit and an offer to enter into a
169 temporary rental agreement for the available unit or an offer to
170 enter into a new rental agreement for the available unit. The
171 landlord must offer the replacement dwelling unit to the tenant
172 at a rent based on the rent that the tenant is currently paying,
173 allowing for adjustments based on the condition, size, and other
174 amenities of the replacement unit.

175 3. An estimate of the time required to complete the
176 repairs and the date upon which it is expected that the dwelling
177 unit will be ready for habitation.

178 (c) Upon completion of the repairs of the dwelling unit or
179 premises, the landlord must offer the tenant the first right to
180 return to the dwelling unit at the same rent and under a rental
181 agreement of substantially the same terms, subject to the
182 landlord's right to obtain a rent increase for capital
183 improvements.

184

425923

Approved For Filing: 4/21/2023 3:51:15 PM

Amendment No.

185
186
187
188
189
190
191
192
193
194
195
196

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

Remove line 6 and insert:
local regulations; amending s. 83.56, F.S.; revising
and specifying grounds for termination of a rental
agreement; requiring landlords to provide certain
tenants a specified amount of time to vacate the
premises after delivery of a notice to terminate the
rental agreement before bringing a specified action;
conforming provisions to changes made by the act;
conforming a cross-reference; amending ss. 83.57 and
83.575,