

By Senator Torres

25-01806A-23

20231658__

1 A bill to be entitled
2 An act relating to housing; providing a short title;
3 creating s. 20.71, F.S.; creating the Department of
4 Housing and Tenant Rights as a new department of state
5 government; providing for the secretary of the
6 department to be appointed by the Governor and
7 confirmed by the Senate; providing the purpose of the
8 department; requiring a report on the implementation
9 of an empty homes tax be provided to the Governor and
10 Legislature by a specified date; providing government
11 reorganization for certain chapters of law; amending
12 s. 83.43, F.S.; revising definitions; creating s.
13 83.455, F.S.; providing requirements for rental
14 agreements; requiring landlords to provide certain
15 information with rental agreements; amending s. 83.46,
16 F.S.; requiring that a landlord provide written notice
17 of a rent increase to a tenant by a specified time;
18 requiring such notice to include an option for
19 mediation under certain circumstances; amending s.
20 83.47, F.S.; providing that certain provisions in a
21 rental agreement are void and unenforceable; amending
22 s. 83.49, F.S.; removing the option for a landlord to
23 deposit certain money into a non-interest-bearing
24 account; revising written notice requirements to
25 tenants; providing for damages if a landlord fails to
26 meet certain requirements; amending s. 83.51, F.S.;
27 requiring a landlord to inspect a dwelling unit at a
28 specified time to ensure compliance with applicable
29 codes; amending s. 83.54, F.S.; requiring certain

25-01806A-23

20231658__

30 records be removed from a tenant's credit report under
31 certain circumstances; amending s. 83.56, F.S.;
32 revising and specifying grounds for termination of a
33 rental agreement; requiring landlords to provide
34 certain tenants a specified amount of time to vacate
35 the premises after delivery of a notice to terminate
36 the rental agreement before bringing a specified
37 action; conforming provisions to changes made by the
38 act; conforming a cross-reference; amending s. 83.60,
39 F.S.; removing a requirement that certain money be
40 paid into the registry of the court; creating s.
41 83.626, F.S.; authorizing tenants and mobile home
42 owners who are defendants in certain eviction
43 proceedings to file a motion with the court to have
44 the records of such proceedings sealed and to have
45 their names substituted on the progress docket under
46 certain conditions; providing applicability; requiring
47 the court to grant such motions if certain
48 requirements are met; authorizing that such relief be
49 granted only once; requiring tenants and mobile home
50 owners to submit a specified sworn statement under
51 penalty of perjury with their motion; requiring the
52 court to substitute a defendant's name on the progress
53 docket if a judgment is entered in favor of the
54 defendant; providing exceptions; providing retroactive
55 applicability; amending s. 83.63, F.S.; conforming a
56 cross-reference; amending s. 83.67, F.S.; prohibiting
57 a landlord from engaging in certain conduct; providing
58 definitions; conforming a cross-reference to changes

25-01806A-23

20231658__

59 made by the act; creating s. 83.675, F.S.; providing
60 definitions; requiring a landlord to give tenants the
61 opportunity to purchase the dwelling unit or premises
62 under certain circumstances; providing requirements
63 for an offer of sale; authorizing a tenant to
64 challenge an offer of sale; creating s. 83.676, F.S.;
65 providing definitions; prohibiting a landlord from
66 evicting a tenant or terminating a rental agreement
67 because the tenant or the tenant's minor child is a
68 victim of actual or threatened domestic violence,
69 dating violence, sexual violence, or stalking;
70 specifying that a rental agreement may not contain
71 certain provisions; authorizing a victim of such
72 actual or threatened violence or stalking to terminate
73 a rental agreement under certain circumstances;
74 requiring certain documentation and written notice to
75 landlord; providing for liability for rent for both
76 the tenant and the perpetrator, if applicable;
77 specifying that a tenant does not forfeit certain
78 money paid to the landlord for terminating the rental
79 agreement under certain circumstances; requiring a
80 landlord to change the locks of the dwelling unit
81 within a specified period under certain circumstances;
82 authorizing the tenant to change the locks of the
83 dwelling unit under certain circumstances; prohibiting
84 certain actions by a landlord under certain
85 circumstances; authorizing filing of a civil action
86 and an award of damages, fees, and costs under certain
87 circumstances; prohibiting the waiver of certain

25-01806A-23

20231658__

88 provisions; amending ss. 125.0103, and 166.043, F.S.;

89 removing provisions that require local government

90 measures that impose rent controls to expire within a

91 specified time period unless they are extended or

92 renewed in accordance with law; conforming cross-

93 references; amending s. 163.31801, F.S.; authorizing

94 local governments and special districts to adopt a

95 specified impact fee; requiring that the revenue

96 generated from such impact fee be used for a specified

97 purpose; creating s. 201.025, F.S.; providing the

98 amount of documentary stamp tax imposed on purchases

99 of certain property by certain entities; requiring

100 revenue generated by such tax to be deposited into the

101 Florida Affordable Housing Trust Fund; providing

102 exceptions; providing an effective date.

103

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

105

106 Section 1. This act shall be cited as the "Keep Floridians

107 Housed Act."

108 Section 2. Section 20.71, Florida Statutes, is created to

109 read:

110 20.71 Department of Housing and Tenant Rights.-

111 (1) There is created the Department of Housing and Tenant

112 Rights.

113 (2) The head of the department is the secretary, who shall

114 be appointed by the Governor, subject to confirmation by the

115 Senate. The secretary shall serve at the pleasure of and report

116 to the Governor. The secretary may appoint deputy and assistant

25-01806A-23

20231658__

117 secretaries as necessary to aid the secretary in fulfilling his
118 or her statutory obligations. The secretary may create offices
119 or divisions within the department to promote efficient and
120 effective operation of the department.

121 (3) The purpose of the department is to assist the Governor
122 in working with the Legislature, state agencies, and other
123 interested entities to formulate and implement coherent and
124 consistent policies and strategies designed to combat affordable
125 housing and homelessness issues in the state; assist with
126 housing and urban development; and perpetuate amicable landlord-
127 tenant relationships.

128 (4) The department shall, by January 1, 2024, conduct
129 research and submit a report to the Governor, the President of
130 the Senate, and the Speaker of the House of Representatives on a
131 cost-benefit analysis of implementing an empty homes tax.

132 (5) The department shall take over the role of state
133 government from other departments that currently administer
134 chapter 83 and chapters 419-423.

135 Section 3. Subsections (4) and (6) of section 83.43,
136 Florida Statutes, are amended to read:

137 83.43 Definitions.—As used in this part, the following
138 words and terms shall have the following meanings unless some
139 other meaning is plainly indicated:

140 (4) "Tenant" means any person entitled to occupy a dwelling
141 unit or property held out for the use of tenants generally under
142 a rental agreement.

143 (6) "Rent" means the periodic payments due the landlord
144 from the tenant for occupancy under a rental agreement ~~and any~~
145 ~~other payments due the landlord from the tenant as may be~~

25-01806A-23

20231658__

146 ~~designated as rent in a written rental agreement. The term does~~
147 ~~not include deposit money, security deposits, late fees, early~~
148 ~~termination fees, liquidated damages, or any other charge or fee~~
149 ~~even if the charge or fee is designated as rent in a written~~
150 ~~rental agreement.~~

151 Section 4. Section 83.455, Florida Statutes, is created to
152 read:

153 83.455 Rental agreements.—

154 (1) Immediately after entering into, extending, or renewing
155 a rental agreement, the tenant must be provided a copy of the
156 rental agreement. The rental agreement must be written in plain
157 language and, at the tenant's request, translated into the
158 preferred language of the tenant.

159 (2) Notwithstanding any other provision of law, all rental
160 agreements entered into, extended, or renewed on or after July
161 1, 2023, must include the following provisions:

162 (a) Before a private sale or transfer of title of the
163 dwelling unit or the premises on which the dwelling unit is
164 located, the landlord must provide the tenant with the right of
165 first refusal to purchase the dwelling unit or premises as
166 provided under s. 83.675.

167 (b) If a landlord chooses not to extend or renew a rental
168 agreement, he or she must provide the tenant 60 days' notice of
169 his or her decision and provide a written explanation for such
170 decision.

171 (c) If a rental agreement provision authorizes termination
172 of the rental agreement by the landlord without cause, such
173 provision must require the landlord to provide the tenant just
174 compensation and comprehensive relocation assistance.

25-01806A-23

20231658__

175 (d) A landlord may not terminate a tenancy for cause during
176 a state of emergency declared by the Governor under chapter 252.

177 (e) During a state of emergency declared by the Governor
178 under chapter 252, a tenant may install wind resistance
179 improvements, as defined in s. 163.08(2)(b)3., to the dwelling
180 unit at the tenant's expense.

181 (f) A landlord may not terminate a tenancy because a tenant
182 establishes, attempts to establish, or participates in a tenant
183 organization.

184 Section 5. Subsection (4) is added to section 83.46,
185 Florida Statutes, to read:

186 83.46 Rent; duration of tenancies.—

187 (4) A landlord must provide to a tenant a written notice,
188 by certified mail or hand delivery, of a planned rent increase
189 at least 60 days before the rental agreement renewal period. If
190 the rent increase is more than 5 percent, the landlord must
191 provide notice, by certified mail or hand delivery, at least 3
192 months before the rental agreement renewal period. If the rent
193 increase is more than 5 percent, the notice must also contain a
194 statement that the tenant may elect to participate in nonbinding
195 mediation, at the expense of the tenant, by providing written
196 notice to the landlord, by certified mail or hand delivery,
197 within 14 days after receipt of the notice of the rent increase.
198 For a tenancy without a specific duration, the landlord must
199 provide written notice, by certified mail or hand delivery, of a
200 planned rent increase within the timeframes provided in s.
201 83.57.

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

25-01806A-23

20231658__

204 83.47 Prohibited provisions in rental agreements.—

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

207 (c) Purports that early termination of a rental agreement
208 because of an incident involving actual or threatened domestic
209 violence, dating violence, sexual violence, or stalking, in
210 which the tenant or the tenant's minor child is a victim and not
211 the perpetrator, is a breach of the rental agreement.

212 Section 7. Present subsections (1) through (9) of section
213 83.49, Florida Statutes, are redesignated as subsections (2)
214 through (10), respectively, a new subsection (1) is added to
215 that section, and present subsections (1) through (5), (7), and
216 (9) are amended, to read:

217 83.49 Deposit money or advance rent; duty of landlord and
218 tenant.—

219 (1) (a) A landlord may not charge a tenant a security
220 deposit that is more than 1 month's rent.

221 (b) The landlord must allow the tenant, in his or her
222 discretion, to pay the total amount of the security deposit in
223 12 equal payments to be paid at the same time and in the same
224 manner as the tenant's rent. If the duration of the rental
225 agreement is less than 1 year, the total amount of the deposit
226 must be paid in equal monthly payments based on the duration of
227 the tenancy and be paid at the same time and in the same manner
228 as the tenant's rent.

229 (c) If a tenant pays his or her security deposit according
230 to paragraph (b), when the rental agreement is terminated or the
231 tenant vacates or abandons the premises before the expiration of
232 the term specified in the rental agreement, the tenant is

25-01806A-23

20231658__

233 entitled to a refund equivalent to the amount of the security
234 deposit that he or she already paid, minus any deductions
235 properly claimed by the landlord under subsection (4) for
236 damages.

237 (2)~~(1)~~ Whenever money is deposited or advanced by a tenant
238 on a rental agreement as security for performance of the rental
239 agreement or as advance rent for other than the next immediate
240 rental period, the landlord or the landlord's agent shall
241 either:

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

248 (a)~~(b)~~ Hold the total amount of such money in a separate
249 interest-bearing account in a Florida banking institution for
250 the benefit of the tenant or tenants, in which case the tenant
251 shall receive and collect interest in an amount of at least 75
252 percent of the annualized average interest rate payable on such
253 account or interest at the rate of 5 percent per year, simple
254 interest, whichever the landlord elects. The landlord shall not
255 commingle such moneys with any other funds of the landlord or
256 hypothecate, pledge, or in any other way make use of such moneys
257 until such moneys are actually due the landlord; or

258 (b)~~(e)~~ Post a surety bond, executed by the landlord as
259 principal and a surety company authorized and licensed to do
260 business in the state as surety, with the clerk of the circuit
261 court in the county in which the dwelling unit is located in the

25-01806A-23

20231658__

262 total amount of the security deposits and advance rent he or she
263 holds on behalf of the tenants or \$50,000, whichever is less.
264 The bond shall be conditioned upon the faithful compliance of
265 the landlord with the provisions of this section and shall run
266 to the Governor for the benefit of any tenant injured by the
267 landlord's violation of the provisions of this section. In
268 addition to posting the surety bond, the landlord shall pay to
269 the tenant interest at the rate of 5 percent per year, simple
270 interest. A landlord, or the landlord's agent, engaged in the
271 renting of dwelling units in five or more counties, who holds
272 deposit moneys or advance rent and who is otherwise subject to
273 the provisions of this section, may, in lieu of posting a surety
274 bond in each county, elect to post a surety bond in the form and
275 manner provided in this paragraph with the office of the
276 Secretary of State. The bond shall be in the total amount of the
277 security deposit or advance rent held on behalf of tenants or in
278 the amount of \$250,000, whichever is less. The bond shall be
279 conditioned upon the faithful compliance of the landlord with
280 the provisions of this section and shall run to the Governor for
281 the benefit of any tenant injured by the landlord's violation of
282 this section. In addition to posting a surety bond, the landlord
283 shall pay to the tenant interest on the security deposit or
284 advance rent held on behalf of that tenant at the rate of 5
285 percent per year simple interest.

286 (3)~~(2)~~ The landlord shall, in the rental ~~lease~~ agreement or
287 within 30 days after receipt of advance rent or a security
288 deposit, give written notice to the tenant which includes
289 disclosure of the advance rent or security deposit. Subsequent
290 to providing such written notice, if the landlord changes the

25-01806A-23

20231658__

291 manner or location in which he or she is holding the advance
 292 rent or security deposit, he or she must notify the tenant
 293 within 30 days after the change as provided in paragraphs (a)-
 294 (d). The landlord is not required to give new or additional
 295 notice solely because the depository has merged with another
 296 financial institution, changed its name, or transferred
 297 ownership to a different financial institution. This subsection
 298 does not apply to any landlord who rents fewer than five
 299 individual dwelling units. Failure to give this notice is not a
 300 defense to the payment of rent when due. The written notice
 301 must:

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

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

306 (c) State that whether the tenant is entitled to interest
 307 on the deposit and the amount of the interest.

308 (d) Contain the following disclosure:

309 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
 310 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
 311 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
 312 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
 313 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
 314 LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
 315 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE
 316 DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR
 317 OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
 318 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST
 319 MAIL YOU THE REMAINING DEPOSIT, IF ANY.

25-01806A-23

20231658__

320 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD
321 MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU
322 FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE
323 LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A
324 LAWSUIT CLAIMING A REFUND.

325 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
326 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
327 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
328 THE LOSING PARTY.

329 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
330 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
331 OBLIGATIONS.

332 (4)~~(3)~~ The landlord or the landlord's agent may disburse
333 advance rents from the deposit account to the landlord's benefit
334 when the advance rental period commences and without notice to
335 the tenant. For all other deposits:

336 (a) Upon ~~the vacating of the premises for~~ termination of
337 the rental agreement lease, ~~if the landlord does not intend to~~
338 ~~impose a claim on the security deposit~~, the landlord must shall
339 ~~have 15 days to~~ return the security deposit together with
340 interest within 30 days after the tenant vacates the premises.
341 ~~if otherwise required, or~~ The landlord has shall have 30 days
342 from when the tenant vacates the premises to give the tenant
343 written notice by certified mail to the tenant's last known
344 mailing address of his or her intention to impose a claim on the
345 deposit and the reason for imposing the claim. The notice must
346 ~~shall~~ contain a statement in substantially the following form:

347 This is a notice of my intention to impose a claim for
348 damages in the amount of upon your security deposit, due to

25-01806A-23

20231658__

349 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
350 Florida Statutes. You are hereby notified that you must object
351 in writing to this deduction from your security deposit within
352 15 days from the time you receive this notice or I will be
353 authorized to deduct my claim from your security deposit. Your
354 objection must be sent to ... (landlord's address)....
355 If the landlord fails to give the required notice within the 30-
356 day period, he or she forfeits the right to impose a claim upon
357 the security deposit and may not seek a setoff against the
358 deposit but may file an action for damages after return of the
359 deposit.

360 (b) Unless the tenant objects to the imposition of the
361 landlord's claim or the amount thereof within 15 days after
362 receipt of the landlord's notice of intention to impose a claim,
363 the landlord may ~~then~~ deduct the amount of his or her claim and
364 must shall remit the balance of the deposit and any interest to
365 the tenant within 30 days after the date of the notice of
366 intention to impose a claim for damages. The failure of the
367 tenant to make a timely objection does not waive any rights of
368 the tenant to seek damages in a separate action.

369 (c) If either party institutes an action in a court of
370 competent jurisdiction to adjudicate the party's right to the
371 security deposit, the prevailing party is entitled to receive
372 his or her court costs plus a reasonable fee for his or her
373 attorney. If a court finds that the landlord failed to meet the
374 requirements of this section, the court must award the tenant
375 damages equal to three times the amount of the tenant's security
376 deposit. The court shall advance the cause on the calendar.

377 (d) Compliance with this section by an individual or

25-01806A-23

20231658__

378 business entity authorized to conduct business in this state,
379 including Florida-licensed real estate brokers and sales
380 associates, constitutes compliance with all other relevant
381 Florida Statutes pertaining to security deposits held pursuant
382 to a rental agreement or other landlord-tenant relationship.
383 Enforcement personnel shall look solely to this section to
384 determine compliance. This section prevails over any conflicting
385 provisions in chapter 475 and in other sections of the Florida
386 Statutes, and operates ~~shall operate~~ to permit licensed real
387 estate brokers to disburse security deposits and deposit money
388 without having to comply with the notice and settlement
389 procedures contained in s. 475.25(1)(d).

390 (5) ~~(4)~~ The ~~provisions of~~ This section does ~~do~~ not apply to
391 transient rentals by hotels or motels as defined in chapter 509~~r~~
392 or ~~nor do they apply~~ in those instances in which the amount of
393 rent or deposit, or both, is regulated by law or by rules or
394 regulations of a public body, including public housing
395 authorities and federally administered or regulated housing
396 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
397 of the National Housing Act, as amended, other than for rent
398 stabilization. With the exception of subsections (4), (6), and
399 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
400 authorities or public housing agencies created pursuant to
401 chapter 421 or other statutes.

402 (6) ~~(5)~~ Except when otherwise provided by the terms of a
403 written rental agreement ~~lease~~, any tenant who vacates or
404 abandons the premises before ~~prior to~~ the expiration of the term
405 specified in the written rental agreement ~~lease~~, or any tenant
406 who vacates or abandons premises which are the subject of a

25-01806A-23

20231658__

407 tenancy from week to week, month to month, quarter to quarter,
408 or year to year, must ~~shall~~ give at least 7 days' written
409 notice, which notice must include the address where the tenant
410 may be reached, by certified mail or personal delivery to the
411 landlord before ~~prior to~~ vacating or abandoning the premises
412 ~~which notice shall include the address where the tenant may be~~
413 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
414 landlord of the notice requirement of paragraph (3)(a) but does
415 ~~shall~~ not waive any right the tenant may have to the security
416 deposit or any part of it.

417 (8) ~~(7)~~ Upon the sale or transfer of title of the rental
418 property from one owner to another, or upon a change in the
419 designated rental agent, any and all security deposits or
420 advance rents being held for the benefit of the tenants must
421 ~~shall~~ be transferred to the new owner or agent, together with
422 any earned interest and with an accurate accounting showing the
423 amounts to be credited to each tenant account. Upon the transfer
424 of such funds and records to the new owner or agent, and upon
425 transmittal of a written receipt therefor, the transferor is
426 free from the obligation imposed in subsection (2) ~~(1)~~ to hold
427 such moneys on behalf of the tenant. There is a rebuttable
428 presumption that any new owner or agent received the security
429 deposit from the previous owner or agent; however, this
430 presumption is limited to 1 month's rent. This subsection does
431 not excuse the landlord or agent for a violation of other
432 provisions of this section while in possession of such deposits.

433 (10) ~~(9)~~ ~~In those cases in which interest is required to be~~
434 ~~paid to the tenant~~, The landlord shall pay directly to the
435 tenant, or credit against the current month's rent, the interest

25-01806A-23

20231658__

436 due to the tenant at least once annually. However, ~~no~~ interest
437 may not be paid to ~~shall be due~~ a tenant who wrongfully
438 terminates his or her tenancy before ~~prior to~~ the end of the
439 rental term.

440 Section 8. Paragraph (a) of subsection (1) of section
441 83.51, Florida Statutes, is amended to read:

442 83.51 Landlord's obligation to maintain premises.—

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

444 (a) Comply with the requirements of applicable building,
445 housing, and health codes. The landlord, at commencement of the
446 tenancy, must inspect the dwelling unit to ensure compliance
447 with all applicable codes; or

448
449 The landlord is not required to maintain a mobile home or other
450 structure owned by the tenant. The landlord's obligations under
451 this subsection may be altered or modified in writing with
452 respect to a single-family home or duplex.

453 Section 9. Section 83.54, Florida Statutes, is amended to
454 read:

455 83.54 Enforcement of rights and duties; civil action;
456 criminal offenses.—Any right or duty declared in this part is
457 enforceable by civil action. A right or duty enforced by civil
458 action under this section does not preclude prosecution for a
459 criminal offense related to the rental agreement or rented
460 dwelling unit or premises. In an action brought by a tenant for
461 wrongful termination of a rental agreement, if the court finds
462 in favor of the tenant, any eviction complaint filed by the
463 landlord must be dismissed and the record of such filing removed
464 from the tenant's credit report ~~lease or leased property.~~

25-01806A-23

20231658__

465 Section 10. Present subsections (5) and (6) of section
466 83.56, Florida Statutes, are redesignated as subsections (6) and
467 (7), respectively, new subsections (5) and (8) are added to that
468 section, and subsections (2), (3), and (4), and paragraph (b) of
469 present subsection (5), and present subsection (6) are amended,
470 to read:

471 83.56 Termination of rental agreement.—

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

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

477 2. A tenant's disorderly conduct or continued unreasonable
478 disturbance.

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

480 4. A violation or breach of the landlord's reasonable rules
481 and regulations.

482 5. A violation or breach of covenants or agreements
483 contained in the rental agreement.

484 6. Use of the dwelling unit or premises for illegal
485 purposes or acts that the tenant has been criminally charged
486 with, including, but not limited to, the manufacture, sale, or
487 use of illegal drugs, theft of property, or assault or threats
488 on the landlord or his or her relatives, as defined in s.
489 494.001(33), or employees.

490 7. The dwelling unit or premises are removed from the
491 rental market because the state, any political subdivision as
492 defined in s. 1.01(8), or other entity exercises its power of
493 eminent domain, the landlord seeks in good faith to permanently

25-01806A-23

20231658__

494 remove the property from the rental market, or the landlord is
 495 converting the dwelling unit or premises from the rental market
 496 to a condominium, cooperative, or fee simple ownership.

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

499 9. The landlord seeks in good faith to recover possession
 500 of the dwelling unit or premises for his or her own use and
 501 occupancy as a principal residence, or for the use and occupancy
 502 as a principal residence by a relative, as defined in s.
 503 494.001(33), of the landlord.

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

508 1.(a) If the violation such noncompliance is of a nature
 509 that the tenant should not be given an opportunity to cure it or
 510 if the violation noncompliance constitutes a subsequent or
 511 continuing violation noncompliance within 12 months after of a
 512 written warning by the landlord of a similar violation, deliver
 513 a written notice to the tenant specifying the violation
 514 ~~noncompliance and the landlord's intent to terminate the rental~~
 515 ~~agreement by reason thereof. Examples of noncompliance which are~~
 516 ~~of a nature that the tenant should not be given an opportunity~~
 517 ~~to cure include, but are not limited to, destruction, damage, or~~
 518 ~~misuse of the landlord's or other tenants' property by~~
 519 ~~intentional act or a subsequent or continued unreasonable~~
 520 ~~disturbance. In such event, the landlord may terminate the~~
 521 ~~rental agreement, and the tenant has shall have 7 days after~~
 522 ~~from~~ the date that the notice is delivered to vacate the

25-01806A-23

20231658__

523 premises. The notice must ~~shall~~ be in substantially the
524 following form:

525 You are advised that your rental agreement ~~lease~~ is
526 terminated effective immediately. You ~~shall~~ have 7 days after
527 ~~from~~ the delivery of this letter to vacate the premises. This
528 action is taken because ... (cite the violation
529 noncompliance)....

530 2.(b) If the violation ~~such noncompliance~~ is of a nature
531 that the tenant should be given an opportunity to cure it,
532 deliver a written notice to the tenant specifying the violation
533 ~~noncompliance~~, including a notice that, if the violation
534 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
535 that the written notice is delivered, the landlord will ~~shall~~
536 terminate the rental agreement by reason thereof. ~~Examples of~~
537 ~~such noncompliance include, but are not limited to, activities~~
538 ~~in contravention of the lease or this part such as having or~~
539 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
540 ~~unauthorized manner or permitting such parking; or failing to~~
541 ~~keep the premises clean and sanitary.~~ If such violation
542 ~~noncompliance~~ recurs within 12 months after receipt of such
543 notice, an eviction action may commence without delivering a
544 subsequent notice pursuant to subparagraph 1. paragraph (a) ~~or~~
545 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
546 substantially the following form:

547 You are hereby notified that ... (cite the violation
548 noncompliance).... Demand is hereby made that you remedy the
549 violation ~~noncompliance~~ within 7 days after ~~of~~ receipt of this
550 notice or your rental agreement will be ~~lease shall be deemed~~
551 terminated and you must ~~shall~~ vacate the premises upon such

25-01806A-23

20231658__

552 termination. If this same conduct or conduct of a similar nature
553 is repeated within 12 months, your tenancy is subject to
554 termination without further warning and without your being given
555 an opportunity to cure the violation ~~noncompliance~~.

556 (c) If any other reason provided in paragraph (a) exists,
557 the landlord may deliver a written notice to the tenant of the
558 landlord's intent to terminate the rental agreement. The written
559 notice must specify the reason for the termination. In such
560 event, the tenant has 7 days after the date that the notice is
561 delivered to vacate the premises.

562 (3) If the tenant fails to pay rent when due and the
563 default continues for 3 days, excluding Saturday, Sunday, and
564 legal holidays, after delivery of written demand by the landlord
565 for payment of the rent or possession of the premises, or if the
566 tenant habitually pays late or fails to pay the full amount of
567 rent after being given notice of a rent increase as required in
568 s. 83.46(4), the landlord may terminate the rental agreement.
569 Habitual late payments means more than one late payment
570 following the landlord's first written demand for payment. Legal
571 holidays for the purpose of this section shall be court-observed
572 holidays only. The 3-day notice shall contain a statement in
573 substantially the following form:

574 You are hereby notified that you are indebted to me in the
575 sum of dollars for the rent and use of the premises
576 ... (address of leased premises, including county) ..., Florida,
577 now occupied by you and that I demand payment of the rent or
578 possession of the premises within 3 days (excluding Saturday,
579 Sunday, and legal holidays) after ~~from~~ the date of delivery of
580 this notice, to wit: on or before the day of,

25-01806A-23

20231658__

581 ... (year)....

582 ... (landlord's name, address and phone number)...

583

584 (4) The delivery of the written notices required by
585 subsections (1), (2), ~~and~~ (3), and (8) must shall be by mailing
586 or delivery of a true copy thereof or, if the tenant is absent
587 from the premises, by leaving a copy thereof at the residence.
588 The notice requirements of subsections (1), (2), ~~and~~ (3), and
589 (8) may not be waived in the rental agreement lease.

590 (5) Notwithstanding any other law to the contrary, if the
591 landlord knows or reasonably should know that the tenant is
592 pregnant or there are children under the age of 18 years living
593 in the dwelling unit, the landlord must provide the tenant at
594 least 3 months after delivery of a written notice under
595 subsection (2) or subsection (3) to vacate the premises before
596 bringing an action for possession of the dwelling unit under s.
597 83.59.

598 ~~(6)-(5)~~

599 (b) Any tenant who wishes to defend against an action by
600 the landlord for possession of the unit for noncompliance of the
601 rental agreement or of relevant statutes must comply with s.
602 83.60(2). The court may not set a date for mediation or trial
603 unless the provisions of s. 83.60(2) have been met, ~~but must~~
604 ~~enter a default judgment for removal of the tenant with a writ~~
605 ~~of possession to issue immediately if the tenant fails to comply~~
606 ~~with s. 83.60(2).~~

607 ~~(7)-(6)~~ If the rental agreement is terminated, the landlord
608 shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

609 (8) (a) If the landlord seeks in good faith to undertake

25-01806A-23

20231658__

610 substantial repairs to the dwelling unit or premises that cannot
611 be completed while the dwelling unit is occupied, and that are
612 necessary to bring the dwelling unit or premises into compliance
613 with applicable codes and laws or under an outstanding notice of
614 code violations, the landlord may deliver a written notice to
615 the tenant of the landlord's intent to terminate the rental
616 agreement. In such event, the tenant has 7 days after the date
617 that the notice is delivered to vacate the premises.

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

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

626 2. If a landlord owns other residential dwelling units and
627 any such unit is available, a statement informing the tenant of
628 the existence of the available unit and an offer to enter into a
629 temporary rental agreement for the available unit or an offer to
630 enter into a new rental agreement for the available unit. The
631 landlord must offer the replacement dwelling unit to the tenant
632 at a rent based on the rent that the tenant is currently paying,
633 allowing for adjustments based on the condition, size, and other
634 amenities of the replacement unit.

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

638 (c) Upon completion of the repairs of the dwelling unit or

25-01806A-23

20231658__

639 premises, the landlord must offer the tenant the first right to
640 return to the dwelling unit at the same rent and under a rental
641 agreement of substantially the same terms, subject to the
642 landlord's right to obtain a rent increase for capital
643 improvements.

644 Section 11. Subsection (2) of section 83.60, Florida
645 Statutes, is amended to read:

646 83.60 Defenses to action for rent or possession;
647 procedure.—

648 (2) In an action by the landlord for possession of a
649 dwelling unit, if the tenant interposes any defense other than
650 payment, including, but not limited to, the defense of a
651 defective 3-day notice, the tenant must ~~shall~~ pay into the
652 registry of the court the accrued rent as alleged in the
653 complaint or as determined by the court and the rent that
654 accrues during the pendency of the proceeding, when due. The
655 clerk shall notify the tenant of such requirement in the
656 summons. ~~Failure of the tenant to pay the rent into the registry~~
657 ~~of the court or to file a motion to determine the amount of rent~~
658 ~~to be paid into the registry within 5 days, excluding Saturdays,~~
659 ~~Sundays, and legal holidays, after the date of service of~~
660 ~~process constitutes an absolute waiver of the tenant's defenses~~
661 ~~other than payment, and the landlord is entitled to an immediate~~
662 ~~default judgment for removal of the tenant with a writ of~~
663 ~~possession to issue without further notice or hearing thereon.~~
664 If a motion to determine rent is filed, documentation in support
665 of the allegation that the rent as alleged in the complaint is
666 in error is required. Public housing tenants or tenants
667 receiving rent subsidies are required to deposit only that

25-01806A-23

20231658__

668 portion of the full rent for which they are responsible pursuant
669 to the federal, state, or local program in which they are
670 participating.

671 Section 12. Section 83.626, Florida Statutes, is created to
672 read:

673 83.626 Court records of eviction proceedings.—

674 (1) A tenant or mobile home owner who is a defendant in an
675 eviction proceeding under this part or s. 723.061 may file a
676 motion with the court to have the records of such proceeding
677 sealed and to have his or her name substituted with "tenant" on
678 the progress docket if any of the following conditions are
679 satisfied:

680 (a) The parties file a joint stipulation requesting relief
681 under this section.

682 (b) The case was dismissed.

683 (c) The case was resolved by settlement or stipulation of
684 the parties and the defendant has complied with the terms of the
685 agreement.

686 (d) A default judgment was entered against the defendant
687 and the defendant has satisfied any monetary award included in
688 the judgment. This paragraph does not apply if the action was
689 brought under s. 83.56(2)(a) or s. 723.061(1)(b) or (c) for
690 material noncompliance, other than nonpayment of rent, because
691 of the tenant's intentional destruction, damage, or misuse of
692 the landlord's property.

693 (e) A judgment was entered against the defendant on the
694 merits at least 5 years before the motion was filed under this
695 subsection and the defendant has satisfied any monetary award
696 included in the judgment. This paragraph does not apply if the

25-01806A-23

20231658__

697 action was brought under s. 83.56(2)(a) or s. 723.061(1)(b) or
698 (c) for material noncompliance, other than nonpayment of rent,
699 because of the tenant's intentional destruction, damage, or
700 misuse of the landlord's property.

701 (2)(a) The court shall grant such motion without a hearing
702 if the requirements in paragraph (1)(a) or paragraph (1)(b) are
703 satisfied.

704 (b) If the defendant files a motion on the basis of
705 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
706 satisfied, the defendant must also serve a copy of the motion on
707 all parties to the proceeding. If a written objection is filed
708 within 30 days after such service, the court must schedule a
709 hearing. If no written objection is filed within 30 days after
710 service of the motion, or the court determines after a hearing
711 that the defendant is eligible for relief, the court must grant
712 the motion.

713 (3) A tenant or mobile home owner is entitled to relief
714 under subsection (2) only once. When a tenant or mobile home
715 owner files a motion under subsection (1), he or she must also
716 submit a sworn statement under penalty of perjury affirming that
717 he or she has not previously received such relief from a court
718 in the state.

719 (4) In an eviction proceeding under this part or s.
720 723.061, the court must substitute a defendant's name on the
721 progress docket with "tenant" if a judgment is entered in favor
722 of the defendant.

723 (5) A defendant is not eligible for relief under this
724 section if:

725 (a) During any 12-month period, the defendant has had a

25-01806A-23

20231658__

726 judgment entered against him or her in two or more eviction
727 proceedings; or

728 (b) During any 24-month period, the defendant has had a
729 judgment entered against him or her in three or more eviction
730 proceedings.

731 (6) This section applies to any judgment entered before,
732 on, or after July 1, 2023.

733 Section 13. Section 83.63, Florida Statutes, is amended to
734 read:

735 83.63 Casualty damage.—If the premises are damaged or
736 destroyed other than by the wrongful or negligent acts of the
737 tenant so that the enjoyment of the premises is substantially
738 impaired, the tenant may terminate the rental agreement and
739 immediately vacate the premises. The tenant may vacate the part
740 of the premises rendered unusable by the casualty, in which case
741 the tenant's liability for rent shall be reduced by the fair
742 rental value of that part of the premises damaged or destroyed.
743 If the rental agreement is terminated, the landlord shall comply
744 with s. 83.49(4) ~~s. 83.49(3)~~.

745 Section 14. Section 83.67, Florida Statutes, is amended to
746 read:

747 83.67 Prohibited practices.—

748 (1) A landlord of any dwelling unit governed by this part
749 may ~~shall~~ not cause, directly or indirectly, the termination or
750 interruption of any utility service furnished to the tenant,
751 including, but not limited to, water, heat, light, electricity,
752 gas, elevator, garbage collection, or refrigeration, whether or
753 not the utility service is under the control of, or payment is
754 made by, the landlord.

25-01806A-23

20231658__

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

759 (3) A landlord of any dwelling unit governed by this part
760 may ~~shall~~ not discriminate against a servicemember in offering a
761 dwelling unit for rent or in any of the terms of the rental
762 agreement.

763 (4) A landlord of any dwelling unit governed by this part
764 may not discriminate against a person in offering a dwelling
765 unit for rent or in any of the terms of the rental agreement
766 based on the person's race; color; religion; sex; pregnancy;
767 national origin; age; physical, mental, or developmental
768 disability; HIV status; familial status; sexual orientation;
769 gender identity; source of income; or credit score. For purposes
770 of this subsection, the term:

771 (a) "Familial status" means the makeup of a person's
772 family, including whether there is a child under the age of 18
773 living with the person or whether the person is seeking custody
774 of a child under the age of 18.

775 (b) "Gender identity" means the identity, appearance, or
776 behavior of a person, regardless of whether such identity,
777 appearance, or behavior is different from that traditionally
778 associated with the person's physiology or assigned sex at
779 birth.

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

782 (5) A landlord of any dwelling unit governed by this part
783 may not harass or intimidate a tenant for the purpose of

25-01806A-23

20231658__

784 coercing the tenant into terminating the rental agreement.

785 (6) A landlord of any dwelling unit governed by this part
786 may not refuse to show the dwelling unit, either in person or
787 through photographs, to a prospective tenant until the
788 prospective tenant signs a rental agreement.

789 (7) Unless otherwise required by law, a landlord of any
790 dwelling unit governed by this part may not inquire into or
791 consider a prospective tenant's criminal history on a rental
792 application or rental agreement. A landlord may inquire into or
793 consider a prospective tenant's criminal history only after the
794 landlord otherwise determines that the prospective tenant
795 otherwise qualifies to rent a dwelling unit.

796 (8) If a landlord requires a prospective tenant to complete
797 a rental application before residing in a dwelling unit, the
798 landlord may not charge an excessive rental application fee. If,
799 after a prospective tenant submits a rental application and
800 application fee, a dwelling unit is not available, the landlord
801 must refund the application fee to the prospective tenant.

802 (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from
803 displaying one portable, removable, cloth or plastic United
804 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
805 respectful manner in or on the dwelling unit regardless of any
806 provision in the rental agreement dealing with flags or
807 decorations. The United States flag shall be displayed in
808 accordance with s. 83.52(6). The landlord is not liable for
809 damages caused by a United States flag displayed by a tenant.
810 Any United States flag may not infringe upon the space rented by
811 any other tenant.

812 (10)~~(5)~~ A landlord of any dwelling unit governed by this

25-01806A-23

20231658__

813 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
814 or windows of the unit except for purposes of maintenance,
815 repair, or replacement; and the landlord may ~~shall~~ not remove
816 the tenant's personal property from the dwelling unit unless
817 such action is taken after surrender, abandonment, recovery of
818 possession of the dwelling unit due to the death of the last
819 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
820 eviction. If provided in the rental agreement or a written
821 agreement separate from the rental agreement, upon surrender or
822 abandonment by the tenant, the landlord is not required to
823 comply with s. 715.104 and is not liable or responsible for
824 storage or disposition of the tenant's personal property; if
825 provided in the rental agreement, there must be printed or
826 clearly stamped on such rental agreement a legend in
827 substantially the following form:

828 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
829 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
830 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
831 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD IS ~~SHALL~~
832 NOT ~~BE~~ LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
833 TENANT'S PERSONAL PROPERTY.

834 For the purposes of this section, abandonment is determined
835 ~~shall be~~ as provided ~~set forth~~ in s. 83.59(3)(c).

836 (11) ~~(6)~~ A landlord who violates any provision of this
837 section is ~~shall be~~ liable to the tenant for actual and
838 consequential damages or 3 months' rent, whichever is greater,
839 and costs, including attorney ~~attorney's~~ fees. Subsequent or
840 repeated violations that are not contemporaneous with the
841 initial violation are ~~shall be~~ subject to separate awards of

25-01806A-23

20231658__

842 damages.

843 (12)~~(7)~~ A violation of this section constitutes irreparable
844 harm for the purposes of injunctive relief.

845 (13)~~(8)~~ The remedies provided by this section are not
846 exclusive and do not preclude the tenant from pursuing any other
847 remedy at law or equity that the tenant may have. The remedies
848 provided by this section ~~shall~~ also apply to a servicemember or
849 person who is a prospective tenant who has been discriminated
850 against under subsection (3) or subsection (4) ~~subsection (3)~~.

851 Section 15. Section 83.675, Florida Statutes, is created to
852 read:

853 83.675 Tenant opportunity to purchase.—

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

855 (a) "Bona fide offer of sale" means an offer for a price,
856 and, including other material terms, that is at least as
857 favorable as what would be accepted by a purchaser in an arm's
858 length third-party contract, that is comparable to that at which
859 a willing seller and a willing buyer would sell and purchase the
860 dwelling unit or the premises on which the dwelling unit is
861 located, or that is the appraised value.

862 (b) "Highest and best use" means the reasonable legal use
863 of a dwelling unit or the premises on which the dwelling unit is
864 located that is physically possible, appropriately supported,
865 and financially feasible and that results in the highest value
866 of the dwelling unit or premises.

867 (c) "Matter-of-right" means the appropriate land use,
868 development density, or building requirements of the dwelling
869 unit or the premises on which the dwelling unit is located under
870 zoning regulations and law.

25-01806A-23

20231658__

871 (2) Before a landlord may sell a dwelling unit or the
872 premises on which a dwelling unit is located or issue a notice
873 to vacate the dwelling unit or premises for purposes of
874 demolition or discontinuance of housing use, the landlord must
875 give the tenant an opportunity to purchase the dwelling unit or
876 the premises at a price and with material terms that represent a
877 bona fide offer of sale.

878 (3) A landlord shall provide the tenant a copy of the offer
879 of sale, in the preferred language of the tenant, by hand
880 delivery, e-mail, and certified mail. A landlord may not retain
881 a percentage of ownership in the dwelling unit or the premises
882 on which the dwelling unit is located in the offer of sale.

883 (4) The sales price contained in the offer of sale may not
884 be more than a price comparable to that at which a willing
885 seller and a willing buyer would sell and purchase the dwelling
886 unit or the premises on which the dwelling unit is located or
887 the appraised value of the dwelling unit or premises.

888 (5) The appraisal value must be based on rights a landlord
889 has as a matter-of-right as of the date of the offer of sale,
890 including any existing right a landlord may have to convert the
891 dwelling unit or the premises on which the dwelling unit is
892 located to another use. The appraisal value may take into
893 consideration the highest and best use of the dwelling unit or
894 premises.

895 (6) A tenant may challenge an offer of sale as not being a
896 bona fide offer of sale and request a determination of the
897 appraised value by an independent licensed appraiser, as defined
898 in s. 475.611, at the expense of the tenant, by providing
899 written notice to the landlord and the Division of Consumer

25-01806A-23

20231658__

900 Services within the Department of Agriculture and Consumer
901 Services by hand delivery, electronic transmission, or certified
902 mail within 30 days after receipt of the offer of sale.

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

906 Section 16. Section 83.676, Florida Statutes, is created to
907 read:

908 83.676 Early termination of rental agreement by a victim of
909 domestic violence, dating violence, sexual violence, or
910 stalking; lock changing.—

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

912 (a) "Dating violence" has the same meaning as in s.
913 784.046.

914 (b) "Domestic violence" has the same meaning as in s.
915 741.28.

916 (c) "Sexual violence" has the same meaning as in s.
917 784.046.

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

919 (2) A landlord may not terminate a rental agreement or
920 evict a tenant for an incident involving actual or threatened
921 domestic violence, dating violence, sexual violence, or stalking
922 if the tenant or the tenant's minor child is the victim of such
923 actual or threatened violence or stalking. A rental agreement
924 may not include a provision deeming that early termination of a
925 rental agreement because of an incident involving actual or
926 threatened domestic violence, dating violence, sexual violence,
927 or stalking, in which the tenant or the tenant's minor child is
928 a victim and not the perpetrator, is a breach of the rental

25-01806A-23

20231658__

929 agreement.

930 (3) (a) If a tenant or a tenant's minor child is a victim of
931 actual or threatened domestic violence, dating violence, sexual
932 violence, or stalking during the term of a rental agreement, the
933 tenant may, without penalty, terminate the rental agreement at
934 any time by providing the landlord with written notice of the
935 tenant's intent to terminate the rental agreement and to vacate
936 the premises because of such incident. The termination of the
937 rental agreement is effective immediately upon delivery of the
938 written notice and documentation specified in paragraph (b), if
939 applicable, to the landlord.

940 (b) Unless the landlord notifies the tenant that
941 documentation is not needed, a notice of termination from the
942 tenant required under paragraph (a) must be accompanied by
943 documentation verifying the tenant's or the tenant's minor
944 child's status as a victim of actual or threatened domestic
945 violence, dating violence, sexual violence, or stalking and may
946 include:

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

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

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

25-01806A-23

20231658__

958 child is a victim of actual or threatened domestic violence,
959 dating violence, sexual violence, or stalking; or

960 4. A copy of a law enforcement report documenting an
961 incident of actual or threatened domestic violence, dating
962 violence, sexual violence, or stalking against the tenant or the
963 tenant's minor child.

964 (c) A notice of termination from the tenant required under
965 paragraph (a) must be provided by certified mail or hand
966 delivery to the landlord, a person authorized to receive notices
967 on behalf of the landlord under s. 83.50, a resident manager, or
968 the person or entity that collects the rent on behalf of the
969 landlord.

970 (d) If a rental agreement with a specific duration is
971 terminated by a tenant under this subsection less than 30 days
972 before the end of the rental agreement, the tenant is liable for
973 the rent for the remaining period of the rental agreement. If a
974 rental agreement with a specific duration is terminated by a
975 tenant under this subsection 30 or more days before the end of
976 the rental agreement, the tenant is liable for prorated rent for
977 a period of 30 days immediately following delivery of the notice
978 of termination. After compliance with this paragraph, the tenant
979 is released from any further obligation to pay rent,
980 concessions, damages, fees, or penalties, and the landlord is
981 not entitled to the remedies provided in s. 83.595.

982 (e) If a rental agreement is terminated by a tenant under
983 this subsection, the landlord must comply with s. 83.49(3). A
984 tenant who terminates a rental agreement under this subsection
985 does not forfeit any deposit money or advance rent paid to the
986 landlord.

25-01806A-23

20231658__

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

990 (g) If the perpetrator of actual or threatened domestic
991 violence, dating violence, sexual violence, or stalking is also
992 a tenant under the same rental agreement as the tenant who is a
993 victim, or whose minor child is a victim, of such actual or
994 threatened violence or stalking, neither the perpetrator's
995 liability for rent nor his or her other obligations under the
996 rental agreement are terminated under this subsection, and the
997 landlord is entitled to the rights and remedies provided by this
998 part against the perpetrator.

999 (4) (a) A tenant or a tenant's minor child who is a victim
1000 of actual or threatened domestic violence, dating violence,
1001 sexual violence, or stalking and who wishes to remain in the
1002 dwelling unit may make a written request to the landlord
1003 accompanied by any one of the documents listed in paragraph
1004 (3) (b), and the landlord shall, within 24 hours after receipt of
1005 the request, change the locks of the tenant's dwelling unit and
1006 provide the tenant with a key to the new locks.

1007 (b) If the landlord fails to change the locks within 24
1008 hours, the tenant may change the locks without the landlord's
1009 permission, notwithstanding any contrary provision in the rental
1010 agreement or other applicable rules or regulations imposed by
1011 the landlord, if all of the following conditions have been met:

1012 1. The locks are changed in like manner as if the landlord
1013 had changed the locks, with locks of similar or better quality
1014 than the original locks.

1015 2. The landlord is notified within 24 hours after the

25-01806A-23

20231658__

1016 changing of the locks.

1017 3. The landlord is provided a key to the new locks within a
1018 reasonable time.

1019 (c) If the locks are changed under this subsection, the
1020 landlord is not liable to any person who does not have access to
1021 the dwelling unit.

1022 (5) A landlord may not refuse to enter into a rental
1023 agreement for a dwelling unit, refuse to negotiate for the
1024 rental of a dwelling unit, make a dwelling unit unavailable, or
1025 retaliate in the rental of a dwelling unit because:

1026 (a) The tenant, prospective tenant, or minor child of the
1027 tenant or prospective tenant is a victim of actual or threatened
1028 domestic violence, dating violence, sexual violence, or
1029 stalking; or

1030 (b) The tenant or prospective tenant has previously
1031 terminated a rental agreement because of an incident involving
1032 actual or threatened domestic violence, dating violence, sexual
1033 violence, or stalking in which the tenant, prospective tenant,
1034 or minor child of the tenant or prospective tenant was a victim.

1035
1036 However, the landlord may refuse to enter into a rental
1037 agreement, negotiate for the rental of a dwelling unit, or make
1038 a dwelling unit available if the tenant or prospective tenant
1039 fails to comply with the landlord's request for documentation of
1040 an incident of actual or threatened domestic violence, dating
1041 violence, sexual violence, or stalking that occurred before
1042 termination of a prior rental agreement. A landlord's request
1043 for documentation is satisfied upon the tenant's or prospective
1044 tenant's provision of any one of the documents listed in

25-01806A-23

20231658__

1045 paragraph (3)(b).

1046 (6) All information provided to a landlord under
1047 subsections (3), (4), and (5), including the fact that a tenant,
1048 prospective tenant, or a tenant's or prospective tenant's minor
1049 child is a victim of actual or threatened domestic violence,
1050 dating violence, sexual violence, or stalking, and including the
1051 tenant's forwarding address, is confidential. The landlord may
1052 not enter such information into any shared database or provide
1053 the information to any other person or entity, except to the
1054 extent such disclosure is:

1055 (a) Made to a person specified in paragraph (3)(c) solely
1056 for a legitimate business purpose;

1057 (b) Requested, or consented to, in writing by the tenant or
1058 the tenant's legal guardian;

1059 (c) Required for use in a judicial proceeding; or

1060 (d) Otherwise required by law.

1061 (7) A tenant or prospective tenant, on his or her own
1062 behalf or on behalf of his or her minor child, may file a civil
1063 action against a landlord for a violation of this section. A
1064 landlord who violates subsection (5) or subsection (6) is
1065 civilly liable to the victim for \$1,000 for punitive damages,
1066 actual and consequential damages, and court costs, including
1067 reasonable attorney fees, unless the landlord can show that this
1068 was the landlord's first violation and the violation was not
1069 committed in bad faith. Subsequent or repeated violations that
1070 are not contemporaneous with the initial violation are subject
1071 to separate awards of damages.

1072 (8) The provisions of this section may not be waived or
1073 modified by a rental agreement.

25-01806A-23

20231658__

1074 Section 17. Subsections (3) and (6) of section 125.0103,
1075 Florida Statutes, are amended to read:

1076 125.0103 Ordinances and rules imposing price controls;
1077 findings required; procedures.-

1078 ~~(3) Any law, ordinance, rule, or other measure which has~~
1079 ~~the effect of imposing controls on rents shall terminate and~~
1080 ~~expire within 1 year and shall not be extended or renewed except~~
1081 ~~by the adoption of a new measure meeting all the requirements of~~
1082 ~~this section.~~

1083 (5)~~(6)~~ In any court action brought to challenge the
1084 validity of rent control imposed pursuant to the provisions of
1085 this section, the evidentiary effect of any findings or
1086 recitations required by subsection (4)~~(5)~~ shall be limited to
1087 imposing upon any party challenging the validity of such measure
1088 the burden of going forward with the evidence, and the burden of
1089 proof (that is, the risk of nonpersuasion) shall rest upon any
1090 party seeking to have the measure upheld.

1091 Section 18. Subsection (14) is added to section 163.31801,
1092 Florida Statutes, to read:

1093 163.31801 Impact fees; short title; intent; minimum
1094 requirements; audits; challenges.-

1095 (14) A local government may adopt by ordinance or a special
1096 district may adopt by resolution an impact fee that is charged
1097 to a developer when residents are displaced from their homes due
1098 to gentrification by the developer. The revenue generated from
1099 an impact fee must be used for affordable housing in the county,
1100 municipality, or special district that adopted such impact fee.

1101 Section 19. Subsections (3) and (6) of section 166.043,
1102 Florida Statutes, are amended to read:

25-01806A-23

20231658__

1103 166.043 Ordinances and rules imposing price controls;
1104 findings required; procedures.—

1105 ~~(3) Any law, ordinance, rule, or other measure which has~~
1106 ~~the effect of imposing controls on rents shall terminate and~~
1107 ~~expire within 1 year and shall not be extended or renewed except~~
1108 ~~by the adoption of a new measure meeting all the requirements of~~
1109 ~~this section.~~

1110 (5)~~(6)~~ In any court action brought to challenge the
1111 validity of rent control imposed pursuant to the provisions of
1112 this section, the evidentiary effect of any findings or
1113 recitations required by subsection (4)~~(5)~~ shall be limited to
1114 imposing upon any party challenging the validity of such measure
1115 the burden of going forward with the evidence, and the burden of
1116 proof (that is, the risk of nonpersuasion) shall rest upon any
1117 party seeking to have the measure upheld.

1118 Section 20. Section 201.025, Florida Statutes, is created
1119 to read:

1120 201.025 Tax on deeds relating to residential property
1121 purchased by private equity firms.—

1122 (1) When a deed, an instrument, or other writing for a
1123 residential single-family dwelling, a manufactured home, or an
1124 apartment complex is granted, assigned, transferred, or
1125 otherwise conveyed to a purchaser who is a private equity firm
1126 or corporation that has at least \$20 million in assets, the tax
1127 is \$100 on each \$100 of the consideration.

1128 (2) All documentary stamp tax revenues generated under this
1129 section must be deposited into the Florida Affordable Housing
1130 Trust Fund.

1131 (3) Taxes imposed by this section do not apply to an

25-01806A-23

20231658__

1132 assignment, a deed, a transfer, a conveyance, or other
1133 disposition, which arises out of a transfer of real property if
1134 the purchaser is:

1135 (a) A nonprofit organization as defined in s. 201.02(6).

1136 (b) A government entity as defined in s. 768.295(2).

1137 (c) A person purchasing such real property pursuant to a
1138 government program to provide housing to low-income persons as
1139 defined in s. 420.0004(11).

1140 Section 21. This act shall take effect July 1, 2023.