

By Senator Torres

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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 duties of the
8 secretary; providing the purpose of the department;
9 requiring that a report on the implementation of an
10 empty homes tax be provided to the Governor and
11 Legislature by a specified date; providing government
12 reorganization for certain chapters of law; amending
13 s. 83.43, F.S.; revising definitions; creating s.
14 83.455, F.S.; providing requirements for rental
15 agreements; requiring landlords to provide certain
16 information with rental agreements; amending s. 83.46,
17 F.S.; requiring that a landlord provide written notice
18 of a rent increase to a tenant by a specified time;
19 requiring such notice to include an option for
20 mediation under certain circumstances; amending s.
21 83.47, F.S.; providing that certain provisions in a
22 rental agreement are void and unenforceable; amending
23 s. 83.49, F.S.; prohibiting landlords from charging
24 tenants a security deposit that is more than 1 month's
25 rent; requiring landlords to allow tenants to pay
26 security deposits in monthly increments; providing
27 requirements for security deposits when rental
28 agreements are terminated early; removing the option
29 for a landlord to deposit certain money into a non-

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30 interest-bearing account; revising written notice
31 requirements to tenants; providing for damages if a
32 landlord fails to meet certain requirements; amending
33 s. 83.51, F.S.; requiring a landlord to inspect a
34 dwelling unit at a specified time to ensure compliance
35 with applicable codes; amending s. 83.54, F.S.;
36 requiring certain records be removed from a tenant's
37 credit report under certain circumstances; amending s.
38 83.56, F.S.; revising and specifying grounds for
39 termination of a rental agreement; requiring landlords
40 to provide certain tenants a specified amount of time
41 to vacate the premises after delivery of a notice to
42 terminate the rental agreement before bringing a
43 specified action; providing requirements for certain
44 notices of intent to terminate a rental agreement;
45 conforming provisions to changes made by the act;
46 conforming a cross-reference; amending s. 83.60, F.S.;
47 removing a requirement that certain money be paid into
48 the registry of the court; creating s. 83.626, F.S.;
49 authorizing tenants, mobile home owners, mobile home
50 tenants, or mobile home occupants who are defendants
51 in certain eviction proceedings to file a motion with
52 the court to have the records of such proceedings
53 sealed and to have their names substituted on the
54 progress docket under certain conditions; providing
55 applicability; requiring the court to grant such
56 motions if certain requirements are met; providing
57 that such relief be granted only once; requiring
58 tenants, mobile home owners, mobile home tenants, or

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59 mobile home occupants to submit a specified sworn
60 statement under penalty of perjury with their motion;
61 requiring the court to substitute a defendant's name
62 on the progress docket if a judgment is entered in
63 favor of the defendant; providing exceptions;
64 providing retroactive applicability; amending s.
65 83.63, F.S.; conforming a cross-reference; amending s.
66 83.67, F.S.; prohibiting a landlord from engaging in
67 certain conduct; providing definitions; conforming a
68 cross-reference to changes made by the act; creating
69 s. 83.675, F.S.; providing definitions; requiring a
70 landlord to give tenants the opportunity to purchase
71 the dwelling unit or premises under certain
72 circumstances; providing requirements for an offer of
73 sale; authorizing a tenant to challenge an offer of
74 sale; providing a burden of proof for landlords;
75 creating s. 83.676, F.S.; providing definitions;
76 prohibiting a landlord from evicting a tenant or
77 terminating a rental agreement because the tenant or
78 the tenant's minor child is a victim of actual or
79 threatened domestic violence, dating violence, sexual
80 violence, or stalking; specifying that a rental
81 agreement may not contain certain provisions;
82 authorizing a victim of such actual or threatened
83 violence or stalking to terminate a rental agreement
84 under certain circumstances; requiring certain
85 documentation and written notice to the landlord;
86 providing for liability for rent for both the tenant
87 and the perpetrator, if applicable; specifying that a

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88 tenant does not forfeit certain money paid to the
89 landlord for terminating the rental agreement under
90 certain circumstances; requiring a landlord to change
91 the locks of the dwelling unit within a specified time
92 period under certain circumstances; authorizing the
93 tenant to change the locks of the dwelling unit under
94 certain circumstances; prohibiting certain actions by
95 a landlord under certain circumstances; authorizing
96 filing of a civil action and an award of damages,
97 fees, and costs under certain circumstances;
98 prohibiting the waiver of certain provisions; amending
99 s. 83.681, F.S.; conforming a cross-reference;
100 amending s. 163.31801, F.S.; authorizing local
101 governments and special districts to adopt a specified
102 impact fee; requiring that the revenue generated from
103 such impact fee be used for a specified purpose;
104 amending s. 196.061, F.S.; providing that rental of
105 certain homestead property does not constitute
106 abandonment in specified circumstances; creating s.
107 201.025, F.S.; providing the amount of documentary
108 stamp tax imposed on purchases of certain property by
109 certain entities; requiring revenue generated by such
110 tax to be deposited into the Florida Affordable
111 Housing Trust Fund; providing exceptions; providing an
112 effective date.

113
114 Be It Enacted by the Legislature of the State of Florida:

115
116 Section 1. This act shall be cited as the "Keep Floridians

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117 Housed Act.”

118 Section 2. Section 20.71, Florida Statutes, is created to
119 read:

120 20.71 Department of Housing and Tenant Rights.—

121 (1) There is created the Department of Housing and Tenant
122 Rights.

123 (2) The head of the department is the secretary, who shall
124 be appointed by the Governor, subject to confirmation by the
125 Senate. The secretary shall serve at the pleasure of and report
126 to the Governor. The secretary may appoint deputy and assistant
127 secretaries as necessary to aid the secretary in fulfilling his
128 or her statutory obligations. The secretary may create offices
129 or divisions within the department to promote efficient and
130 effective operation of the department.

131 (3) The purpose of the department is to assist the Governor
132 in working with the Legislature, state agencies, and other
133 interested entities to formulate and implement coherent and
134 consistent policies and strategies designed to combat affordable
135 housing and homelessness issues in the state; assist with
136 housing and urban development; and perpetuate amicable landlord-
137 tenant relationships.

138 (4) The department shall, by January 1, 2025, conduct
139 research and submit a report to the Governor, the President of
140 the Senate, and the Speaker of the House of Representatives on a
141 cost-benefit analysis of implementing an empty homes tax.

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

145 Section 3. Subsections (11) and (16) of section 83.43,

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146 Florida Statutes, are amended to read:

147 83.43 Definitions.—As used in this part, the following
148 words and terms shall have the following meanings unless some
149 other meaning is plainly indicated:

150 (11) "Rent" means the periodic payments due the landlord
151 from the tenant for occupancy under a rental agreement ~~and any~~
152 ~~other payments due the landlord from the tenant as may be~~
153 ~~designated as rent in a written rental agreement.~~ The term does
154 not include deposit money, security deposits, late fees, early
155 termination fees, liquidated damages, or any other charge or fee
156 even if the charge or fee is designated as rent in a written
157 rental agreement.

158 (16) "Tenant" means any person entitled to occupy a
159 dwelling unit or property held out for the use of tenants
160 generally under a rental agreement.

161 Section 4. Section 83.455, Florida Statutes, is created to
162 read:

163 83.455 Rental agreements.—

164 (1) Immediately after entering into, extending, or renewing
165 a rental agreement, the tenant must be provided a copy of the
166 rental agreement. The rental agreement must be written in plain
167 language and, at the tenant's request, translated into the
168 preferred language of the tenant.

169 (2) Notwithstanding any other provision of law, all rental
170 agreements entered into, extended, or renewed on or after July
171 1, 2024, must include the following provisions:

172 (a) Before a private sale or transfer of title of the
173 dwelling unit or the premises on which the dwelling unit is
174 located, the landlord must provide the tenant with the right of

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175 first refusal to purchase the dwelling unit or premises as
176 provided under s. 83.675.

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

181 (c) If a rental agreement provision authorizes termination
182 of the rental agreement by the landlord without cause, such
183 provision must require the landlord to provide the tenant just
184 compensation and comprehensive relocation assistance.

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

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

191 (f) A landlord may not terminate a tenancy because a tenant
192 establishes, attempts to establish, or participates in a tenant
193 organization.

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

196 83.46 Rent; duration of tenancies.—

197 (4) A landlord must provide to a tenant a written notice,
198 by certified mail or hand delivery, of a planned rent increase
199 at least 60 days before the rental agreement renewal period. If
200 the rent increase is more than 5 percent, the landlord must
201 provide notice, by certified mail or hand delivery, at least 3
202 months before the rental agreement renewal period. If the rent
203 increase is more than 5 percent, the notice must also contain a

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204 statement that the tenant may elect to participate in nonbinding
205 mediation, at the expense of the tenant, by providing written
206 notice to the landlord, by certified mail or hand delivery,
207 within 14 days after receipt of the notice of the rent increase.
208 For a tenancy without a specific duration, the landlord must
209 provide written notice, by certified mail or hand delivery, of a
210 planned rent increase within the timeframes provided in s.
211 83.57.

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

214 83.47 Prohibited provisions in rental agreements.—

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

217 (c) Purports that early termination of a rental agreement
218 because of an incident involving actual or threatened domestic
219 violence, dating violence, sexual violence, or stalking, in
220 which the tenant or the tenant's minor child is a victim and not
221 the perpetrator, is a breach of the rental agreement.

222 Section 7. Present subsections (1) through (9) of section
223 83.49, Florida Statutes, are redesignated as subsections (2)
224 through (10), respectively, a new subsection (1) is added to
225 that section, and present subsections (1) through (5), (7), and
226 (9) of that section are amended, to read:

227 83.49 Deposit money or advance rent; duty of landlord and
228 tenant.—

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

231 (b) The landlord must allow the tenant, in his or her
232 discretion, to pay the total amount of the security deposit in

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233 12 equal payments to be paid at the same time and in the same
234 manner as the tenant's rent. If the duration of the rental
235 agreement is less than 1 year, the total amount of the deposit
236 must be paid in equal monthly payments based on the duration of
237 the tenancy and be paid at the same time and in the same manner
238 as the tenant's rent.

239 (c) If a tenant pays his or her security deposit according
240 to paragraph (b), when the rental agreement is terminated or the
241 tenant vacates or abandons the premises before the expiration of
242 the term specified in the rental agreement, the tenant is
243 entitled to a refund equivalent to the amount of the security
244 deposit that he or she already paid, minus any deductions
245 properly claimed by the landlord under subsection (4) for
246 damages.

247 (2)(1) Whenever money is deposited or advanced by a tenant
248 on a rental agreement as security for performance of the rental
249 agreement or as advance rent for other than the next immediate
250 rental period, the landlord or the landlord's agent shall
251 either:

252 ~~(a) Hold the total amount of such money in a separate non-~~
253 ~~interest-bearing account in a Florida banking institution for~~
254 ~~the benefit of the tenant or tenants. 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;~~

258 (a)(b) Hold the total amount of such money in a separate
259 interest-bearing account in a Florida banking institution for
260 the benefit of the tenant or tenants, in which case the tenant
261 shall receive and collect interest in an amount of at least 75

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262 percent of the annualized average interest rate payable on such
263 account or interest at the rate of 5 percent per year, simple
264 interest, whichever the landlord elects. The landlord shall not
265 commingle such moneys with any other funds of the landlord or
266 hypothecate, pledge, or in any other way make use of such moneys
267 until such moneys are actually due the landlord; or

268 (b)~~(e)~~ Post a surety bond, executed by the landlord as
269 principal and a surety company authorized and licensed to do
270 business in the state as surety, with the clerk of the circuit
271 court in the county in which the dwelling unit is located in the
272 total amount of the security deposits and advance rent he or she
273 holds on behalf of the tenants or \$50,000, whichever is less.
274 The bond shall be conditioned upon the faithful compliance of
275 the landlord with the provisions of this section and shall run
276 to the Governor for the benefit of any tenant injured by the
277 landlord's violation of the provisions of this section. In
278 addition to posting the surety bond, the landlord shall pay to
279 the tenant interest at the rate of 5 percent per year, simple
280 interest. A landlord, or the landlord's agent, engaged in the
281 renting of dwelling units in five or more counties, who holds
282 deposit moneys or advance rent and who is otherwise subject to
283 the provisions of this section, may, in lieu of posting a surety
284 bond in each county, elect to post a surety bond in the form and
285 manner provided in this paragraph with the office of the
286 Secretary of State. The bond shall be in the total amount of the
287 security deposit or advance rent held on behalf of tenants or in
288 the amount of \$250,000, whichever is less. The bond shall be
289 conditioned upon the faithful compliance of the landlord with
290 the provisions of this section and shall run to the Governor for

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291 the benefit of any tenant injured by the landlord's violation of
292 this section. In addition to posting a surety bond, the landlord
293 shall pay to the tenant interest on the security deposit or
294 advance rent held on behalf of that tenant at the rate of 5
295 percent per year simple interest.

296 (3)~~(2)~~ The landlord shall, in the rental lease ~~lease~~ agreement or
297 within 30 days after receipt of advance rent or a security
298 deposit, give written notice to the tenant which includes
299 disclosure of the advance rent or security deposit. Subsequent
300 to providing such written notice, if the landlord changes the
301 manner or location in which he or she is holding the advance
302 rent or security deposit, he or she must notify the tenant
303 within 30 days after the change as provided in paragraphs (a)-
304 (d). The landlord is not required to give new or additional
305 notice solely because the depository has merged with another
306 financial institution, changed its name, or transferred
307 ownership to a different financial institution. This subsection
308 does not apply to any landlord who rents fewer than five
309 individual dwelling units. Failure to give this notice is not a
310 defense to the payment of rent when due. The written notice
311 must:

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

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

316 (c) State that whether ~~whether~~ the tenant is entitled to interest
317 on the deposit and the amount of the interest.

318 (d) Contain the following disclosure:
319

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320 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF
321 CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE
322 RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND
323 WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE
324 LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN
325 SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD
326 MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
327 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM
328 AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE
329 LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15
330 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE
331 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE
332 REMAINING DEPOSIT, IF ANY.

333
334 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE
335 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A
336 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY
337 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE
338 DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A
339 REFUND.

340
341 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE
342 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE
343 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND
344 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

345
346 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
347 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
348 RIGHTS AND OBLIGATIONS.

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349

350 ~~(4)(3)~~ The landlord or the landlord's agent may disburse
351 advance rents from the deposit account to the landlord's benefit
352 when the advance rental period commences and without notice to
353 the tenant. For all other deposits:

354 (a) Upon ~~the vacating of the premises for~~ termination of
355 the rental agreement lease, ~~if the landlord does not intend to~~
356 ~~impose a claim on the security deposit,~~ the landlord must ~~shall~~
357 ~~have 15 days to~~ return the security deposit together with
358 interest within 30 days after the tenant vacates the premises.
359 ~~if otherwise required, or~~ The landlord has ~~shall have~~ 30 days
360 after the tenant vacates the premises to give the tenant written
361 notice by certified mail to the tenant's last known mailing
362 address of his or her intention to impose a claim on the deposit
363 and the reason for imposing the claim. The notice must ~~shall~~
364 contain a statement in substantially the following form:

365

366 This is a notice of my intention to impose a claim for
367 damages in the amount of upon your security deposit, due to
368 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
369 Florida Statutes. You are hereby notified that you must object
370 in writing to this deduction from your security deposit within
371 15 days after ~~from~~ the time you receive this notice or I will be
372 authorized to deduct my claim from your security deposit. Your
373 objection must be sent to ...(landlord's address)....

374

375 If the landlord fails to give the required notice within the 30-
376 day period, he or she forfeits the right to impose a claim upon
377 the security deposit and may not seek a setoff against the

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378 deposit but may file an action for damages after return of the
379 deposit.

380 (b) Unless the tenant objects to the imposition of the
381 landlord's claim or the amount thereof within 15 days after
382 receipt of the landlord's notice of intention to impose a claim,
383 the landlord may ~~then~~ deduct the amount of his or her claim and
384 must shall remit the balance of the deposit and any interest to
385 the tenant within 30 days after the date of the notice of
386 intention to impose a claim for damages. The failure of the
387 tenant to make a timely objection does not waive any rights of
388 the tenant to seek damages in a separate action.

389 (c) If either party institutes an action in a court of
390 competent jurisdiction to adjudicate the party's right to the
391 security deposit, the prevailing party is entitled to receive
392 his or her court costs plus a reasonable fee for his or her
393 attorney. If a court finds that the landlord failed to meet the
394 requirements of this section, the court must award the tenant
395 damages equal to three times the amount of the tenant's security
396 deposit. The court shall advance the cause on the calendar.

397 (d) Compliance with this section by an individual or
398 business entity authorized to conduct business in this state,
399 including Florida-licensed real estate brokers and sales
400 associates, constitutes compliance with all other relevant
401 Florida Statutes pertaining to security deposits held pursuant
402 to a rental agreement or other landlord-tenant relationship.
403 Enforcement personnel shall look solely to this section to
404 determine compliance. This section prevails over any conflicting
405 provisions in chapter 475 and in other sections of the Florida
406 Statutes, and operates ~~shall operate~~ to permit licensed real

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407 estate brokers to disburse security deposits and deposit money
408 without having to comply with the notice and settlement
409 procedures contained in s. 475.25(1)(d).

410 (5)~~(4)~~ The ~~provisions of~~ This section does ~~do~~ not apply to
411 transient rentals by hotels or motels as defined in chapter 509
412 ~~or, nor do they apply~~ in those instances in which the amount of
413 rent or deposit, or both, is regulated by law or by rules or
414 regulations of a public body, including public housing
415 authorities and federally administered or regulated housing
416 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
417 of the National Housing Act, as amended, other than for rent
418 stabilization. With the exception of subsections (4), (6), and
419 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
420 authorities or public housing agencies created pursuant to
421 chapter 421 or other statutes.

422 (6)~~(5)~~ Except when otherwise provided by the terms of a
423 written rental agreement ~~lease~~, any tenant who vacates or
424 abandons the premises before ~~prior to~~ the expiration of the term
425 specified in the written rental agreement ~~lease~~, or any tenant
426 who vacates or abandons premises which are the subject of a
427 tenancy from week to week, month to month, quarter to quarter,
428 or year to year, must ~~shall~~ give at least 7 days' written
429 notice, which notice must include the address where the tenant
430 may be reached, by certified mail or personal delivery to the
431 landlord before ~~prior to~~ vacating or abandoning the premises
432 ~~which notice shall include the address where the tenant may be~~
433 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
434 landlord of the notice requirement of paragraph (4)(a) ~~(3)(a)~~
435 but does ~~shall~~ not waive any right the tenant may have to the

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436 security deposit or any part of it.

437 (8)~~(7)~~ Upon the sale or transfer of title of the rental
438 property from one owner to another, or upon a change in the
439 designated rental agent, any and all security deposits or
440 advance rents being held for the benefit of the tenants must
441 ~~shall~~ be transferred to the new owner or agent, together with
442 any earned interest and with an accurate accounting showing the
443 amounts to be credited to each tenant account. Upon the transfer
444 of such funds and records to the new owner or agent, and upon
445 transmittal of a written receipt therefor, the transferor is
446 free from the obligation imposed in subsection (2) ~~(1)~~ to hold
447 such moneys on behalf of the tenant. There is a rebuttable
448 presumption that any new owner or agent received the security
449 deposit from the previous owner or agent; however, this
450 presumption is limited to 1 month's rent. This subsection does
451 not excuse the landlord or agent for a violation of other
452 provisions of this section while in possession of such deposits.

453 ~~(10)~~~~(9)~~ ~~In those cases in which interest is required to be~~
454 ~~paid to the tenant,~~ The landlord shall pay directly to the
455 tenant, or credit against the current month's rent, the interest
456 due to the tenant at least once annually. However, ~~no~~ interest
457 may not be paid to ~~shall be due~~ a tenant who wrongfully
458 terminates his or her tenancy before ~~prior to~~ the end of the
459 rental term.

460 Section 8. Paragraph (a) of subsection (1) of section
461 83.51, Florida Statutes, is amended to read:

462 83.51 Landlord's obligation to maintain premises.—

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

464 (a) Comply with the requirements of applicable building,

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465 housing, and health codes. The landlord, at commencement of the
466 tenancy, must inspect the dwelling unit to ensure compliance
467 with all applicable codes; or

468 (b) Where there are no applicable building, housing, or
469 health codes, maintain the roofs, windows, doors, floors, steps,
470 porches, exterior walls, foundations, and all other structural
471 components in good repair and capable of resisting normal forces
472 and loads and the plumbing in reasonable working condition. The
473 landlord, at commencement of the tenancy, must ensure that
474 screens are installed in a reasonable condition. Thereafter, the
475 landlord must repair damage to screens once annually, when
476 necessary, until termination of the rental agreement.

477
478 The landlord is not required to maintain a mobile home or other
479 structure owned by the tenant. The landlord's obligations under
480 this subsection may be altered or modified in writing with
481 respect to a single-family home or duplex.

482 Section 9. Section 83.54, Florida Statutes, is amended to
483 read:

484 83.54 Enforcement of rights and duties; civil action;
485 criminal offenses.—Any right or duty declared in this part is
486 enforceable by civil action. A right or duty enforced by civil
487 action under this section does not preclude prosecution for a
488 criminal offense related to the rental agreement or rented
489 dwelling unit or premises lease or leased property. In an action
490 brought by a tenant for wrongful termination of a rental
491 agreement, if the court finds in favor of the tenant, any
492 eviction complaint filed by the landlord must be dismissed and
493 the record of such filing removed from the tenant's credit

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494 report.

495 Section 10. Present subsections (5) and (6) of section
496 83.56, Florida Statutes, are redesignated as subsections (6) and
497 (7), respectively, a new subsection (5) and subsection (8) are
498 added to that section, and subsections (2), (3), and (4),
499 paragraph (b) of present subsection (5), and present subsection
500 (6) of that section are amended, to read:

501 83.56 Termination of rental agreement.—

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

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

507 2. A tenant's disorderly conduct or continued unreasonable
508 disturbance.

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

510 4. A violation or breach of the landlord's reasonable rules
511 and regulations.

512 5. A violation or breach of covenants or agreements
513 contained in the rental agreement.

514 6. Use of the dwelling unit or premises for illegal
515 purposes or acts that the tenant has been criminally charged
516 with, including, but not limited to, the manufacture, sale, or
517 use of illegal drugs, theft of property, or assault or threats
518 on the landlord or his or her relatives, as defined in s.
519 494.001, or employees.

520 7. The dwelling unit or premises are removed from the
521 rental market because the state, any political subdivision as
522 defined in s. 1.01(8), or other entity exercises its power of

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523 eminent domain, the landlord seeks in good faith to permanently
 524 remove the property from the rental market, or the landlord is
 525 converting the dwelling unit or premises from the rental market
 526 to a condominium, cooperative, or fee simple ownership.

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

529 9. The landlord seeks in good faith to recover possession
 530 of the dwelling unit or premises for his or her own use and
 531 occupancy as a principal residence, or for the use and occupancy
 532 as a principal residence by a relative, as defined in s.
 533 494.001, of the landlord.

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

539 1.(a) If the violation ~~such noncompliance~~ is of a nature
 540 that the tenant should not be given an opportunity to cure it or
 541 if the ~~violation noncompliance~~ constitutes a subsequent or
 542 continuing ~~violation noncompliance~~ within 12 months after ~~of~~ a
 543 written warning by the landlord of a similar violation, deliver
 544 a written notice to the tenant specifying the violation
 545 ~~noncompliance~~ and the landlord's intent to terminate the rental
 546 agreement by reason thereof. ~~Examples of noncompliance which are~~
 547 ~~of a nature that the tenant should not be given an opportunity~~
 548 ~~to cure include, but are not limited to, destruction, damage, or~~
 549 ~~misuse of the landlord's or other tenants' property by~~
 550 ~~intentional act or a subsequent or continued unreasonable~~
 551 ~~disturbance.~~ In such event, the landlord may terminate the

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552 rental agreement, and the tenant has ~~shall have~~ 7 days after
553 ~~from~~ the date that the notice is delivered to vacate the
554 premises. The notice must ~~shall~~ be in substantially the
555 following form:

556
557 You are advised that your rental agreement ~~lease~~ is
558 terminated effective immediately. You ~~shall~~ have 7 days after
559 ~~from~~ the delivery of this letter to vacate the premises. This
560 action is taken because ... (cite the violation
561 ~~noncompliance~~)....

562
563 2.(b) ~~If the violation such noncompliance~~ is of a nature
564 that the tenant should be given an opportunity to cure it,
565 deliver a written notice to the tenant specifying the violation
566 ~~noncompliance~~, including a notice that, if the violation
567 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
568 that the written notice is delivered, the landlord will ~~shall~~
569 terminate the rental agreement by reason thereof. ~~Examples of~~
570 ~~such noncompliance include, but are not limited to, activities~~
571 ~~in contravention of the lease or this part such as having or~~
572 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
573 ~~unauthorized manner or permitting such parking; or failing to~~
574 ~~keep the premises clean and sanitary.~~ If such violation
575 ~~noncompliance~~ recurs within 12 months after receipt of such
576 notice, an eviction action may commence without delivering a
577 subsequent notice pursuant to subparagraph 1. ~~paragraph (a)~~ or
578 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
579 substantially the following form:

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581 You are hereby notified that ...(cite the violation
582 ~~noncompliance~~).... Demand is hereby made that you remedy the
583 violation noncompliance within 7 days after ~~of~~ receipt of this
584 notice or your rental agreement will be ~~lease shall be deemed~~
585 terminated and you must ~~shall~~ vacate the premises upon such
586 termination. If this same conduct or conduct of a similar nature
587 is repeated within 12 months, your tenancy is subject to
588 termination without further warning and without your being given
589 an opportunity to cure the violation noncompliance.

590
591 (c) If any other reason provided in paragraph (a) exists,
592 the landlord may deliver a written notice to the tenant of the
593 landlord's intent to terminate the rental agreement. The written
594 notice must specify the reason for the termination. In such
595 event, the tenant has 7 days after the date that the notice is
596 delivered to vacate the premises.

597 (3) If the tenant fails to pay rent when due and the
598 default continues for 3 days, excluding Saturday, Sunday, and
599 legal holidays, after delivery of written demand by the landlord
600 for payment of the rent or possession of the premises, or if the
601 tenant habitually pays late or fails to pay the full amount of
602 rent after being given notice of a rent increase as required in
603 s. 83.46(4), the landlord may terminate the rental agreement.
604 Habitual late payments means more than one late payment
605 following the landlord's first written demand for payment. Legal
606 holidays for the purpose of this section shall be court-observed
607 holidays only. The 3-day notice shall contain a statement in
608 substantially the following form:

609

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610 You are hereby notified that you are indebted to me in the
 611 sum of dollars for the rent and use of the premises
 612 ...(address of leased premises, including county)..., Florida,
 613 now occupied by you and that I demand payment of the rent or
 614 possession of the premises within 3 days (excluding Saturday,
 615 Sunday, and legal holidays) after ~~from~~ the date of delivery of
 616 this notice, to wit: on or before the day of,
 617 ...(year)....

618 ...(landlord's name, address and phone number)...
 619

620 (4) The delivery of the written notices required by
 621 subsections (1), (2), ~~and~~ (3), and (8) must ~~shall~~ be by mailing
 622 or delivery of a true copy thereof or, if the tenant is absent
 623 from the premises, by leaving a copy thereof at the residence.
 624 The notice requirements of subsections (1), (2), ~~and~~ (3), and
 625 (8) may not be waived in the rental agreement ~~lease~~.

626 (5) Notwithstanding any other law to the contrary, if the
 627 landlord knows or reasonably should know that the tenant is
 628 pregnant or there are children under the age of 18 living in the
 629 dwelling unit, the landlord must provide the tenant at least 3
 630 months after delivery of a written notice under subsection (2)
 631 or subsection (3) to vacate the premises before bringing an
 632 action for possession of the dwelling unit under s. 83.59.

633 (6)-(5)

634 (b) Any tenant who wishes to defend against an action by
 635 the landlord for possession of the unit for noncompliance of the
 636 rental agreement or of relevant statutes must comply with s.
 637 83.60(2). The court may not set a date for mediation or trial
 638 unless the provisions of s. 83.60(2) have been met, ~~but must~~

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639 ~~enter a default judgment for removal of the tenant with a writ~~
640 ~~of possession to issue immediately if the tenant fails to comply~~
641 ~~with s. 83.60(2).~~

642 (7)~~(6)~~ If the rental agreement is terminated, the landlord
643 must shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

644 (8) (a) If the landlord seeks in good faith to undertake
645 substantial repairs to the dwelling unit or premises that cannot
646 be completed while the dwelling unit is occupied, and that are
647 necessary to bring the dwelling unit or premises into compliance
648 with applicable codes and laws or under an outstanding notice of
649 code violations, the landlord may deliver a written notice to
650 the tenant of the landlord's intent to terminate the rental
651 agreement. In such event, the tenant has 7 days after the date
652 that the notice is delivered to vacate the premises.

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

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

661 2. If a landlord owns other residential dwelling units and
662 any such unit is available, a statement informing the tenant of
663 the existence of the available unit and an offer to enter into a
664 temporary rental agreement for the available unit or an offer to
665 enter into a new rental agreement for the available unit. The
666 landlord must offer the replacement dwelling unit to the tenant
667 at a rent based on the rent that the tenant is currently paying,

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668 allowing for adjustments based on the condition, size, and other
669 amenities of the replacement unit.

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

673 (c) Upon completion of the repairs of the dwelling unit or
674 premises, the landlord must offer the tenant the first right to
675 return to the dwelling unit at the same rent and under a rental
676 agreement of substantially the same terms, subject to the
677 landlord's right to obtain a rent increase for capital
678 improvements.

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

681 83.60 Defenses to action for rent or possession;
682 procedure.—

683 (2) In an action by the landlord for possession of a
684 dwelling unit, if the tenant interposes any defense other than
685 payment, including, but not limited to, the defense of a
686 defective 3-day notice, the tenant must ~~shall~~ pay into the
687 registry of the court the accrued rent as alleged in the
688 complaint or as determined by the court and the rent that
689 accrues during the pendency of the proceeding, when due. The
690 clerk shall notify the tenant of such requirement in the
691 summons. ~~Failure of the tenant to pay the rent into the registry~~
692 ~~of the court or to file a motion to determine the amount of rent~~
693 ~~to be paid into the registry within 5 days, excluding Saturdays,~~
694 ~~Sundays, and legal holidays, after the date of service of~~
695 ~~process constitutes an absolute waiver of the tenant's defenses~~
696 ~~other than payment, and the landlord is entitled to an immediate~~

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697 ~~default judgment for removal of the tenant with a writ of~~
698 ~~possession to issue without further notice or hearing thereon.~~
699 If a motion to determine rent is filed, documentation in support
700 of the allegation that the rent as alleged in the complaint is
701 in error is required. Public housing tenants or tenants
702 receiving rent subsidies are required to deposit only that
703 portion of the full rent for which they are responsible pursuant
704 to the federal, state, or local program in which they are
705 participating.

706 Section 12. Section 83.626, Florida Statutes, is created to
707 read:

708 83.626 Court records of eviction proceedings.—

709 (1) A tenant, mobile home owner, mobile home tenant, or
710 mobile home occupant who is a defendant in an eviction
711 proceeding under this part or s. 723.061 may file a motion with
712 the court to have the records of such proceeding sealed and to
713 have his or her name substituted with "tenant" or "occupant" on
714 the progress docket if any of the following conditions are
715 satisfied:

716 (a) The parties file a joint stipulation requesting relief
717 under this section.

718 (b) The case was dismissed.

719 (c) The case was resolved by settlement or stipulation of
720 the parties and the defendant has complied with the terms of the
721 agreement.

722 (d) A default judgment was entered against the defendant
723 and the defendant has satisfied any monetary award included in
724 the judgment. This paragraph does not apply if the action was
725 brought under s. 83.56(2)(a) or s. 723.061(1)(b) or (c) for

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726 material noncompliance, other than nonpayment of rent, because
727 of the defendant's intentional destruction, damage, or misuse of
728 the landlord's property.

729 (e) A judgment was entered against the defendant on the
730 merits at least 5 years before the motion was filed under this
731 subsection and the defendant has satisfied any monetary award
732 included in the judgment. This paragraph does not apply if the
733 action was brought under s. 83.56(2)(a) or s. 723.061(1)(b) or
734 (c) for material noncompliance, other than nonpayment of rent,
735 because of the defendant's intentional destruction, damage, or
736 misuse of the landlord's property.

737 (2)(a) The court shall grant such motion without a hearing
738 if the requirements in paragraph (1)(a) or paragraph (1)(b) are
739 satisfied.

740 (b) If the defendant files a motion on the basis of
741 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
742 satisfied, the defendant must also serve a copy of the motion on
743 all parties to the proceeding. If a written objection is filed
744 by a party within 30 days after such service, the court must
745 schedule a hearing. If a written objection is not filed within
746 30 days after service of the motion, or the court determines
747 after a hearing that the defendant is eligible for relief, the
748 court must grant the motion.

749 (3) A tenant, mobile home owner, mobile home tenant, or
750 mobile home occupant is entitled to relief under subsection (2)
751 only once. When a tenant, mobile home owner, mobile home tenant,
752 or mobile home occupant files a motion under subsection (1), he
753 or she must also submit a sworn statement under penalty of
754 perjury affirming that he or she has not previously received

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755 such relief from a court in the state.

756 (4) In an eviction proceeding under this part or s.
757 723.061, the court must substitute a defendant's name on the
758 progress docket with "tenant" or "occupant" if a judgment is
759 entered in favor of the defendant.

760 (5) A defendant is not eligible for relief under this
761 section if:

762 (a) During any 12-month period, the defendant has had a
763 judgment entered against him or her in two or more eviction
764 proceedings; or

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

768 (6) This section applies to any judgment entered before,
769 on, or after July 1, 2024.

770 Section 13. Section 83.63, Florida Statutes, is amended to
771 read:

772 83.63 Casualty damage.—If the premises are damaged or
773 destroyed other than by the wrongful or negligent acts of the
774 tenant so that the enjoyment of the premises is substantially
775 impaired, the tenant may terminate the rental agreement and
776 immediately vacate the premises. The tenant may vacate the part
777 of the premises rendered unusable by the casualty, in which case
778 the tenant's liability for rent shall be reduced by the fair
779 rental value of that part of the premises damaged or destroyed.
780 If the rental agreement is terminated, the landlord shall comply
781 with s. 83.49(4) ~~s. 83.49(3)~~.

782 Section 14. Section 83.67, Florida Statutes, is amended to
783 read:

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784 83.67 Prohibited practices.—

785 (1) A landlord of any dwelling unit governed by this part
786 may ~~shall~~ not cause, directly or indirectly, the termination or
787 interruption of any utility service furnished to the tenant,
788 including, but not limited to, water, heat, light, electricity,
789 gas, elevator, garbage collection, or refrigeration, whether or
790 not the utility service is under the control of, or payment is
791 made by, the landlord.

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

796 (3) A landlord of any dwelling unit governed by this part
797 may ~~shall~~ not discriminate against a servicemember in offering a
798 dwelling unit for rent or in any of the terms of the rental
799 agreement.

800 (4) A landlord of any dwelling unit governed by this part
801 may not discriminate against a person in offering a dwelling
802 unit for rent or in any of the terms of the rental agreement
803 based on the person's race; color; religion; sex; pregnancy;
804 national origin; age; physical, mental, or developmental
805 disability; HIV status; familial status; sexual orientation;
806 gender identity; source of income; or credit score. For purposes
807 of this subsection, the term:

808 (a) "Familial status" means the makeup of a person's
809 family, including whether there is a child under the age of 18
810 living with the person or whether the person is seeking custody
811 of a child under the age of 18.

812 (b) "Gender identity" means the identity, appearance, or

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813 behavior of a person, regardless of whether such identity,
814 appearance, or behavior is different from that traditionally
815 associated with the person's physiology or assigned sex at
816 birth.

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

819 (5) A landlord of any dwelling unit governed by this part
820 may not harass or intimidate a tenant for the purpose of
821 coercing the tenant into terminating the rental agreement.

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

826 (7) Unless otherwise required by law, a landlord of any
827 dwelling unit governed by this part may not inquire into or
828 consider a prospective tenant's criminal history on a rental
829 application or rental agreement. A landlord may inquire into or
830 consider a prospective tenant's criminal history only after the
831 landlord determines that the prospective tenant otherwise
832 qualifies to rent a dwelling unit.

833 (8) If a landlord requires a prospective tenant to complete
834 a rental application before residing in a dwelling unit, the
835 landlord may not charge an excessive rental application fee. If,
836 after a prospective tenant submits a rental application and
837 application fee, a dwelling unit is not available, the landlord
838 must refund the application fee to the prospective tenant.

839 (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from
840 displaying one portable, removable, cloth or plastic United
841 States flag, not larger than 4 and 1/2 feet by 6 feet, in a

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842 respectful manner in or on the dwelling unit regardless of any
843 provision in the rental agreement dealing with flags or
844 decorations. The United States flag shall be displayed in
845 accordance with s. 83.52(6). The landlord is not liable for
846 damages caused by a United States flag displayed by a tenant.
847 Any United States flag may not infringe upon the space rented by
848 any other tenant.

849 (10)~~(5)~~ A landlord of any dwelling unit governed by this
850 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
851 or windows of the unit except for purposes of maintenance,
852 repair, or replacement; and the landlord may ~~shall~~ not remove
853 the tenant's personal property from the dwelling unit unless
854 such action is taken after surrender, abandonment, recovery of
855 possession of the dwelling unit due to the death of the last
856 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
857 eviction. If provided in the rental agreement or a written
858 agreement separate from the rental agreement, upon surrender or
859 abandonment by the tenant, the landlord is not required to
860 comply with s. 715.104 and is not liable or responsible for
861 storage or disposition of the tenant's personal property; if
862 provided in the rental agreement, there must be printed or
863 clearly stamped on such rental agreement a legend in
864 substantially the following form:

865
866 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
867 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
868 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
869 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD IS ~~SHALL~~
870 NOT ~~BE~~ LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE

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871 TENANT'S PERSONAL PROPERTY.

872

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

875 (11) ~~(6)~~ A landlord who violates any provision of this
876 section is ~~shall be~~ liable to the tenant for actual and
877 consequential damages or 3 months' rent, whichever is greater,
878 and costs, including attorney ~~attorney's~~ fees. Subsequent or
879 repeated violations that are not contemporaneous with the
880 initial violation are ~~shall be~~ subject to separate awards of
881 damages.

882 (12) ~~(7)~~ A violation of this section constitutes irreparable
883 harm for the purposes of injunctive relief.

884 (13) ~~(8)~~ The remedies provided by this section are not
885 exclusive and do not preclude the tenant from pursuing any other
886 remedy at law or equity that the tenant may have. The remedies
887 provided by this section ~~shall~~ also apply to a servicemember or
888 person who is a prospective tenant who has been discriminated
889 against under subsection (3) or subsection (4).

890 Section 15. Section 83.675, Florida Statutes, is created to
891 read:

892 83.675 Tenant opportunity to purchase.—

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

894 (a) "Bona fide offer of sale" means an offer for a price,
895 including other material terms, that is at least as favorable as
896 what would be accepted by a purchaser in an arm's length third-
897 party contract, that is comparable to that at which a willing
898 seller and a willing buyer would sell and purchase the dwelling
899 unit or the premises on which the dwelling unit is located, or

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900 that is the appraised value.

901 (b) "Highest and best use" means the reasonable legal use
902 of a dwelling unit or the premises on which the dwelling unit is
903 located that is physically possible, appropriately supported,
904 and financially feasible and that results in the highest value
905 of the dwelling unit or premises on which the dwelling unit is
906 located.

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

911 (2) Before a landlord may sell a dwelling unit or the
912 premises on which a dwelling unit is located or issue a notice
913 to vacate the dwelling unit or premises for purposes of
914 demolition or discontinuance of housing use, the landlord must
915 give the tenant an opportunity to purchase the dwelling unit or
916 the premises on which the dwelling unit is located at a price
917 and with material terms that represent a bona fide offer of
918 sale.

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

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

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929 (5) The appraised value must be based on rights a landlord
930 has as a matter-of-right as of the date of the offer of sale,
931 including any existing right a landlord may have to convert the
932 dwelling unit or the premises on which the dwelling unit is
933 located to another use. The appraisal value may take into
934 consideration the highest and best use of the dwelling unit or
935 premises.

936 (6) A tenant may challenge an offer of sale as not being a
937 bona fide offer of sale and request a determination of the
938 appraised value by an independent licensed appraiser, as defined
939 in s. 475.611, at the expense of the tenant, by providing
940 written notice to the landlord and the Division of Consumer
941 Services within the Department of Agriculture and Consumer
942 Services by hand delivery, electronic transmission, or certified
943 mail within 30 days after receipt of the offer of sale.

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

947 Section 16. Section 83.676, Florida Statutes, is created to
948 read:

949 83.676 Early termination of rental agreement by a victim of
950 domestic violence, dating violence, sexual violence, or
951 stalking; lock changing.—

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

953 (a) "Dating violence" has the same meaning as in s.
954 784.046(1) (d).

955 (b) "Domestic violence" has the same meaning as in s.
956 741.28.

957 (c) "Sexual violence" has the same meaning as in s.

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958 784.046(1)(c).

959 (d) "Stalking," as described in s. 784.048(2), means
960 willfully, maliciously, and repeatedly following, harassing, or
961 cyberstalking another person.

962 (2) A landlord may not terminate a rental agreement or
963 evict a tenant for an incident involving actual or threatened
964 domestic violence, dating violence, sexual violence, or stalking
965 if the tenant or the tenant's minor child is the victim of such
966 actual or threatened violence or stalking. A rental agreement
967 may not include a provision deeming that early termination of a
968 rental agreement because of an incident involving actual or
969 threatened domestic violence, dating violence, sexual violence,
970 or stalking, in which the tenant or the tenant's minor child is
971 a victim and not the perpetrator, is a breach of the rental
972 agreement.

973 (3)(a) If a tenant or a tenant's minor child is a victim of
974 actual or threatened domestic violence, dating violence, sexual
975 violence, or stalking during the term of a rental agreement, the
976 tenant may, without penalty, terminate the rental agreement at
977 any time by providing the landlord with written notice of the
978 tenant's intent to terminate the rental agreement and to vacate
979 the premises because of such incident. The termination of the
980 rental agreement is effective immediately upon delivery of the
981 written notice and documentation specified in paragraph (b), if
982 applicable, to the landlord.

983 (b) Unless the landlord notifies the tenant that
984 documentation is not needed, a notice of termination from the
985 tenant required under paragraph (a) must be accompanied by
986 documentation verifying the tenant's or the tenant's minor

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987 child's status as a victim of actual or threatened domestic
988 violence, dating violence, sexual violence, or stalking and may
989 include:

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

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

998 3. A written verification from a domestic violence center
999 certified under chapter 39 or a rape crisis center as defined in
1000 s. 794.055(2) which states that the tenant or the tenant's minor
1001 child is a victim of actual or threatened domestic violence,
1002 dating violence, sexual violence, or stalking; or

1003 4. A copy of a law enforcement report documenting an
1004 incident of actual or threatened domestic violence, dating
1005 violence, sexual violence, or stalking against the tenant or the
1006 tenant's minor child.

1007 (c) A notice of termination from the tenant required under
1008 paragraph (a) must be provided by certified mail or hand
1009 delivery to the landlord, a person authorized to receive notices
1010 on behalf of the landlord under s. 83.50, a resident manager, or
1011 the person or entity that collects the rent on behalf of the
1012 landlord.

1013 (d) If a rental agreement with a specific duration is
1014 terminated by a tenant under this subsection less than 30 days
1015 before the end of the rental agreement, the tenant is liable for

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1016 the rent for the remaining period of the rental agreement. If a
1017 rental agreement with a specific duration is terminated by a
1018 tenant under this subsection 30 or more days before the end of
1019 the rental agreement, the tenant is liable for prorated rent for
1020 a period of 30 days immediately following delivery of the notice
1021 of termination. After compliance with this paragraph, the tenant
1022 is released from any further obligation to pay rent,
1023 concessions, damages, fees, or penalties, and the landlord is
1024 not entitled to the remedies provided in s. 83.595.

1025 (e) If a rental agreement is terminated by a tenant under
1026 this subsection, the landlord must comply with s. 83.49(3). A
1027 tenant who terminates a rental agreement under this subsection
1028 does not forfeit any deposit money or advance rent paid to the
1029 landlord.

1030 (f) This subsection does not affect a tenant's liability
1031 for unpaid rent or other amounts owed to the landlord before the
1032 termination of the rental agreement under this subsection.

1033 (g) If the perpetrator of actual or threatened domestic
1034 violence, dating violence, sexual violence, or stalking is also
1035 a tenant under the same rental agreement as the tenant who is a
1036 victim, or whose minor child is a victim, of such actual or
1037 threatened violence or stalking, neither the perpetrator's
1038 liability for rent nor his or her other obligations under the
1039 rental agreement are terminated under this subsection, and the
1040 landlord is entitled to the rights and remedies provided by this
1041 part against the perpetrator.

1042 (4) (a) A tenant or a tenant's minor child who is a victim
1043 of actual or threatened domestic violence, dating violence,
1044 sexual violence, or stalking and who wishes to remain in the

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1045 dwelling unit may make a written request to the landlord
1046 accompanied by any one of the documents listed in paragraph
1047 (3)(b), and the landlord shall, within 24 hours after receipt of
1048 the request, change the locks of the tenant's dwelling unit and
1049 provide the tenant with a key to the new locks.

1050 (b) If the landlord fails to change the locks within 24
1051 hours, the tenant may change the locks without the landlord's
1052 permission, notwithstanding any contrary provision in the rental
1053 agreement or other applicable rules or regulations imposed by
1054 the landlord, if all of the following conditions have been met:

1055 1. The locks are changed in like manner as if the landlord
1056 had changed the locks, with locks of similar or better quality
1057 than the original locks.

1058 2. The landlord is notified within 24 hours after the
1059 changing of the locks.

1060 3. The landlord is provided a key to the new locks within a
1061 reasonable time.

1062 (c) If the locks are changed under this subsection, the
1063 landlord is not liable to any person who does not have access to
1064 the dwelling unit.

1065 (5) A landlord may not refuse to enter into a rental
1066 agreement for a dwelling unit, refuse to negotiate for the
1067 rental of a dwelling unit, make a dwelling unit unavailable, or
1068 retaliate in the rental of a dwelling unit because:

1069 (a) The tenant, prospective tenant, or minor child of the
1070 tenant or prospective tenant is a victim of actual or threatened
1071 domestic violence, dating violence, sexual violence, or
1072 stalking; or

1073 (b) The tenant or prospective tenant has previously

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1074 terminated a rental agreement because of an incident involving
1075 actual or threatened domestic violence, dating violence, sexual
1076 violence, or stalking in which the tenant, prospective tenant,
1077 or minor child of the tenant or prospective tenant was a victim.

1078
1079 However, the landlord may refuse to enter into a rental
1080 agreement, negotiate for the rental of a dwelling unit, or make
1081 a dwelling unit available if the tenant or prospective tenant
1082 fails to comply with the landlord's request for documentation of
1083 an incident of actual or threatened domestic violence, dating
1084 violence, sexual violence, or stalking that occurred before
1085 termination of a prior rental agreement. A landlord's request
1086 for documentation is satisfied upon the tenant's or prospective
1087 tenant's provision of any one of the documents listed in
1088 paragraph (3) (b).

1089 (6) All information provided to a landlord under
1090 subsections (3), (4), and (5), including the fact that a tenant,
1091 prospective tenant, or a tenant's or prospective tenant's minor
1092 child is a victim of actual or threatened domestic violence,
1093 dating violence, sexual violence, or stalking, and including the
1094 tenant's forwarding address, is confidential. The landlord may
1095 not enter such information into any shared database or provide
1096 the information to any other person or entity, except to the
1097 extent such disclosure is:

1098 (a) Made to a person specified in paragraph (3) (c) solely
1099 for a legitimate business purpose;

1100 (b) Requested, or consented to, in writing by the tenant or
1101 the tenant's legal guardian;

1102 (c) Required for use in a judicial proceeding; or

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1103 (d) Otherwise required by law.

1104 (7) A tenant or prospective tenant, on his or her own
1105 behalf or on behalf of his or her minor child, may file a civil
1106 action against a landlord for a violation of this section. A
1107 landlord who violates subsection (5) or subsection (6) is
1108 civilly liable to the victim for \$1,000 for punitive damages,
1109 actual and consequential damages, and court costs, including
1110 reasonable attorney fees, unless the landlord can show that this
1111 was the landlord's first violation and the violation was not
1112 committed in bad faith. Subsequent or repeated violations that
1113 are not contemporaneous with the initial violation are subject
1114 to separate awards of damages.

1115 (8) The provisions of this section may not be waived or
1116 modified by a rental agreement.

1117 Section 17. Subsection (1) of section 83.681, Florida
1118 Statutes, is amended to read:

1119 83.681 Orders to enjoin violations of this part.—

1120 (1) A landlord who gives notice to a tenant of the
1121 landlord's intent to terminate the tenant's lease pursuant to s.
1122 83.56(2)(a)1. ~~s. 83.56(2)(a)~~, due to the tenant's intentional
1123 destruction, damage, or misuse of the landlord's property may
1124 petition the county or circuit court for an injunction
1125 prohibiting the tenant from continuing to violate any of the
1126 provisions of that part.

1127 Section 18. Subsection (14) is added to section 163.31801,
1128 Florida Statutes, to read:

1129 163.31801 Impact fees; short title; intent; minimum
1130 requirements; audits; challenges.—

1131 (14) A local government may adopt by ordinance or a special

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1132 district may adopt by resolution an impact fee that is charged
1133 to a developer when residents are displaced from their homes due
1134 to gentrification by the developer. The revenue generated from
1135 the impact fee must be used for affordable housing in the
1136 county, municipality, or special district that adopted such
1137 impact fee.

1138 Section 19. Subsection (1) of section 196.061, Florida
1139 Statutes, is amended to read:

1140 196.061 Rental of homestead to constitute abandonment.—

1141 (1) (a) Except as provided in paragraph (b), the rental of
1142 all or substantially all of a dwelling previously claimed to be
1143 a homestead for tax purposes shall constitute the abandonment of
1144 such dwelling as a homestead, and the abandonment continues
1145 until the dwelling is physically occupied by the owner. However,
1146 such abandonment of the homestead after January 1 of any year
1147 does not affect the homestead exemption for tax purposes for
1148 that particular year unless the property is rented for more than
1149 30 days per calendar year for 2 consecutive years.

1150 (b) The rental of any portion of a dwelling previously
1151 claimed to be a homestead for tax purposes shall not constitute
1152 abandonment if the owner resides on the property.

1153 Section 20. Section 201.025, Florida Statutes, is created
1154 to read:

1155 201.025 Tax on deeds relating to residential property
1156 purchased by private equity firms.—

1157 (1) When a deed, an instrument, or other writing for a
1158 residential single-family dwelling, a manufactured home, or an
1159 apartment complex is granted, assigned, transferred, or
1160 otherwise conveyed to a purchaser who is a private equity firm

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1161 or corporation that has at least \$20 million in assets, the tax
1162 is \$100 on each \$100 of the consideration.

1163 (2) All documentary stamp tax revenues generated under this
1164 section must be deposited into the Florida Affordable Housing
1165 Trust Fund.

1166 (3) Taxes imposed by this section do not apply to an
1167 assignment, a deed, a transfer, a conveyance, or other
1168 disposition, which arises out of a transfer of real property, if
1169 the purchaser is:

1170 (a) A nonprofit organization as defined in s. 201.02(6).

1171 (b) A governmental entity as defined in s. 768.295(2).

1172 (c) A person purchasing such real property pursuant to a
1173 government program to provide housing to low-income persons as
1174 defined in s. 420.0004.

1175 Section 21. This act shall take effect July 1, 2024.