

1 A bill to be entitled
2 An act relating to termination of a rental agreement
3 by a victim of domestic violence, dating violence,
4 sexual violence, or stalking; creating s. 83.676,
5 F.S.; defining terms; prohibiting a landlord from
6 terminating a rental agreement or evicting a tenant
7 because the tenant or the tenant's minor child is a
8 victim of actual or threatened domestic violence,
9 dating violence, sexual violence, or stalking;
10 specifying that a rental agreement may not contain
11 certain provisions; authorizing a victim of such
12 actual or threatened violence or stalking to terminate
13 a rental agreement under certain circumstances;
14 requiring certain documentation and written notice to
15 landlord; providing for liability for rent for both
16 the tenant and the perpetrator, if applicable;
17 specifying that a tenant does not forfeit certain
18 money paid to the landlord for terminating the rental
19 agreement under certain circumstances; requiring a
20 landlord to change the locks of the dwelling unit
21 within a specified time period under certain
22 circumstances; authorizing the tenant to change the
23 locks of the dwelling unit under certain
24 circumstances; providing that certain information
25 provided to a landlord from a tenant or a prospective

tenant is confidential; prohibiting certain actions by a landlord under certain circumstances; authorizing filing of a civil action and an award of damages, fees, and costs under certain circumstances; prohibiting the waiver of certain provisions; providing an effective date.

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

Section 1. Section 83.676, Florida Statutes, is created to read:

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

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

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

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

(c) "Sexual violence" has the same meaning as in s. 784.046(1) (c).

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

(2) A landlord may not terminate a rental agreement or

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

61 (3) (a) If a tenant or a tenant's minor child is a victim
62 of actual or threatened domestic violence, dating violence,
63 sexual violence, or stalking during the term of a rental
64 agreement, the tenant may, without penalty, terminate the rental
65 agreement at any time by providing the landlord with written
66 notice of the tenant's intent to terminate the rental agreement
67 and to vacate the premises because of such incident. The
68 termination of the rental agreement is effective immediately
69 upon delivery of the written notice and documentation specified
70 in paragraph (b), if applicable, to the landlord.

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

76 violence, dating violence, sexual violence, or stalking and may
77 include:

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

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

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

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

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

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

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

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

121 (g) If the perpetrator of actual or threatened domestic
122 violence, dating violence, sexual violence, or stalking is also
123 a tenant under the same rental agreement as the tenant who is a
124 victim, or whose minor child is a victim, of such actual or
125 threatened violence or stalking, neither the perpetrator's

126 liability for rent nor his or her other obligations under the
127 rental agreement are terminated under this subsection, and the
128 landlord is entitled to the rights and remedies provided by this
129 part against the perpetrator.

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

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

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

146 2. The landlord is notified within 24 hours after the
147 changing of the locks.

148 3. The landlord is provided a key to the new locks within
149 a reasonable time.

150 (c) If the locks are changed under this subsection, the

landlord is not liable to any person who does not have access to the dwelling unit.

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

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

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

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

176 paragraph (3)(b).

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

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

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

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

191 (d) Otherwise required by law.

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

201 are not contemporaneous with the initial violation are subject
202 to separate awards of damages.

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

205 **Section 2.** This act shall take effect July 1, 2026.