

FLORIDA HOUSE OF REPRESENTATIVES BILL ANALYSIS

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BILL #: [CS/HB 1293](#)

TITLE: Fraudulent Entry of Residential Dwellings

SPONSOR(S): Greco

COMPANION BILL: [SB 1224](#) (Rodriguez)

LINKED BILLS: None

RELATED BILLS: None

Committee References

[Criminal Justice](#)

17 Y, 0 N, As CS

[Justice Budget](#)

[Judiciary](#)

SUMMARY

Effect of the Bill:

The bill creates the criminal offense of fraudulent entry of a residential dwelling unit which prohibits a person from entering into and taking possession of a residential dwelling unit by knowingly and willfully:

- Making or causing to be made any materially false statement, in writing, relating to the person's identity in any rental application for a residential tenancy;
- Presenting forged, fictitious, or counterfeit documents to the landlord of a residential dwelling unit; or
- Impersonating another person in whose name a rental application is submitted to a landlord for the purpose of executing a rental agreement or taking possession of a residential dwelling unit.

A violation is punishable as a third degree felony. Additionally, the bill specifies that an act of fraudulent entry of a residential dwelling unit is an example of noncompliance with a rental agreement for which a tenant is not entitled an opportunity to cure, and as such the bill authorizes a landlord to terminate a rental agreement if the tenant commits such an act, subject to specified conditions and notice.

Fiscal or Economic Impact:

The bill may have an indeterminate positive impact on prison beds by creating a third degree felony for fraudulently entering a residential dwelling unit under specified circumstances.

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ANALYSIS

EFFECT OF THE BILL:

The bill creates the criminal offense of fraudulent entry of a residential dwelling unit. Under the bill, a person commits a third degree felony¹ if he or she enters into and takes possession of a residential dwelling unit by knowingly and willfully:

- Making or causing to be made any materially false statement, in writing, relating to the person's identity in any rental application for a residential tenancy;
- Presenting forged, fictitious, or counterfeit documents to the landlord of a residential dwelling unit, including, but not limited to, a driver license, an identification card, a bank statement, or a paystub; or
- Impersonating another person in whose name a rental application is submitted to a landlord for the purpose of executing a rental agreement or taking possession of a residential dwelling unit. (Section [1](#))

The bill specifies that an act of fraudulent entry of a residential dwelling unit, regardless of whether such an act is the subject of a criminal proceeding, is an example of noncompliance of such a nature that a tenant who otherwise materially fails to comply with his or her [obligations](#) under [s. 83.52, F.S.](#), or material provisions of a rental agreement, is not entitled to an opportunity to cure. As such, the bill authorizes a landlord to [terminate a rental](#)

¹ A third degree felony is punishable by up to five years in prison and a \$5,000 fine. [Ss. 775.082, 775.083](#), or [775.084, F.S.](#)

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[agreement](#) without giving the tenant an [opportunity to cure](#), and giving the tenant 7 days to vacate the premises after receiving the landlord's notice of the lease termination. (Section [2](#))

The bill defines the following terms:

- “Dwelling unit” means a:
 - Structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
 - Mobile home rented by a tenant.
 - Structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- “Landlord” means the owner or lessor of a dwelling unit.
- “Rental agreement” means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises. (Section [1](#))

The effective date of the bill is October 1, 2026. (Section [3](#))

FISCAL OR ECONOMIC IMPACT:

STATE GOVERNMENT:

The bill may have an indeterminate positive impact on prison beds by creating a third degree felony for fraudulently entering a residential dwelling unit under specified circumstances.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Offenses Related to Fraudulently Accessing or Obtaining Property

Home or Private Business Invasion by False Personation

Under [s. 817.025, F.S.](#), a person who obtains access to a home or private business by false personation or representation, with the intent to commit a felony, commits a:

- Second degree felony.²
- First degree felony, if such act results in serious injury or death.³

Making False Statement to Obtain Property or Credit or to Detain Real Property

Under [s. 817.03, F.S.](#), a person commits a first degree misdemeanor⁴ if he or she:

- Makes or causes to be made any false statement, in writing, relating to his or her financial condition, assets or liabilities, or relating to the financial condition, assets or liabilities of any firm or corporation in which such person has a financial interest, or for whom he or she is acting, with a fraudulent intent of obtaining credit, goods, money or *other property*, and by such false statement obtains credit, goods, money or *other property*.
- With the intent to detain or remain upon real property, knowingly and willfully presents to another person a false document purporting to be a valid lease agreement, deed, or other instrument conveying real property rights.

² A second degree felony is punishable by up to 15 years in prison and a \$10,000 fine. [Ss. 775.082, 775.083](#), or [775.084, F.S.](#)

³ A first degree felony is punishable by up to 30 years in prison and a \$10,000 fine. [Ss. 775.082, 775.083](#), or [775.084, F.S.](#)

⁴ A first degree misdemeanor is punishable by up to one year in county jail and a \$1,000 fine. [Ss. 775.082 and 775.083, F.S.](#)

Tenant's Obligation to Maintain Dwelling Unit

Under [s. 83.52, F.S.](#), a tenant must, at all times during his or her tenancy:

- Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
- Keep that part of the premises which he or she occupies and uses clean and sanitary.
- Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
- Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
- Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

Termination of Rental Agreement

Under [s. 83.56, F.S.](#), if a tenant materially fails to comply with [s. 83.52, F.S.](#), or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement.

Noncompliance – Uncurable

If such noncompliance is of a nature that the tenant *should not* be given an opportunity to cure it, or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, then the landlord may terminate the rental agreement, and the tenant has 7 days from the date that the specified notice is delivered to vacate the premises. Examples of noncompliance for which the tenant should not be given an opportunity to cure include, but are not limited to:

- Destruction, damage, or misuse of the landlord's or other tenants' property by intentional act; or
- A subsequent or continued unreasonable disturbance.⁵

Noncompliance – Curable

If such noncompliance is of a nature that the tenant *should* be given an opportunity to cure it, then the landlord may deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date on which the specified notice is delivered, the landlord may terminate the rental agreement. Examples of noncompliance for which the tenant should be given an opportunity to cure include, but are not limited to:

- Activities in contravention of the lease or other law, such as having or permitting unauthorized pets, guests, or vehicles;
- Parking in an unauthorized manner or permitting such parking; or
- Failing to keep the premises clean and sanitary.⁶

If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering subsequent notice.⁷

Actions for Possession of Real Property

Pursuant to the provisions under ch. 83, 723, and 513, F.S., a property owner seeking a civil court order for removal of an unlawful occupant from the owner's property may file an action for possession in county or civil court. If the owner prevails in his or her case, the clerk of court will issue a writ of possession to the sheriff commanding the sheriff to return possession of the property to the owner. Without an order from the court, law

⁵ [S. 83.56\(2\)\(a\), F.S.](#)

⁶ [S. 83.56\(2\)\(b\), F.S.](#)

⁷ *Id.*

enforcement is not necessarily required to remove unwanted persons from an owner's property. It is well-established that the "right to exclude others" is a universally held fundamental right of property ownership.⁸

Eviction

Part II of ch. 83, F.S., the "Florida Residential Landlord and Tenant Act" (FRLATA), governs the relationship between landlords and tenants under a residential lease agreement. A rental agreement includes any written or oral agreement regarding the duration and conditions of a tenant's occupation of a dwelling unit.⁹ Section [83.57, F.S.](#), provides that a tenancy without a specific term may be terminated upon written notice of either party. The amount of notice required may range from 7 to 60 days.¹⁰ A landlord may recover possession of a dwelling unit if the tenant does not vacate the premises after the rental agreement is terminated by filing an action for possession.¹¹ The FRLATA may apply to situations in which an invited guest made some minor contributions for the purchase of household goods or the payment of household expenses while residing in the property with the consent of the owner if a court decides that such an arrangement is a residential tenancy based on an agreement to pay "rent" in exchange for occupancy. However, if the court determines that possession is not based on residential tenancy (a landlord-tenant relationship), eviction is not the proper remedy and procedures under FRLATA are not available.¹²

Unlawful Detainer

An unlawful detainer action can be filed to remove an unwanted guest who occupied residential property with the consent of the owner but who has refused to surrender possession of the property upon the expiration or revocation of the property owner's consent.¹³ In such situation, the person unlawfully detaining the property ordinarily is not a tenant and claims no other right or interest in the property.

Ejectment

An ejectment action can be filed to eject an unwanted guest who once may have had permission to live upon the property, but subsequently claimed that he or she had a legal right to be there and refused to leave when asked to do so by the property owner. To prevail in an ejectment action, the plaintiff must prove that he or she has good title to the property and has been deprived of its possession by the unwanted guest.¹⁴

The actions for eviction, unlawful detainer, and ejectment are similar, but a number of the respective pleading requirements differ, as may the forum in which the property owner is required to file the appropriate complaint. An eviction or unlawful detainer action must be filed in county court¹⁵ and is entitled to the summary procedure of [s. 51.011, F.S.](#), which provides that a defendant must answer the action within 5 days.¹⁶ Thus, an action for possession based upon eviction or unlawful detainer may only take a few weeks before entry of a judgment. Ejectment actions, however, are subject to the exclusive original jurisdiction of the circuit court¹⁷ and are governed by the Florida Rules of Civil Procedure, which may result in a longer court process before a property owner may obtain a judgment for possession.

⁸ Cf. *Cedar Point Nursery v. Hassid*, 141 S. Ct. 2063 (2021).

⁹ [S. 83.43\(12\), F.S.](#) ("A rental agreement" means any written ... or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.")

¹⁰ [S. 83.57, F.S.](#)

¹¹ [S. 83.59, F.S.](#)

¹² *Grimm v. Huckabee*, 891 So. 2d 608 (Fla. 1st DCA 2005).

¹³ [S. 82.01\(4\), F.S.](#)

¹⁴ [S. 66.021, F.S.](#)

¹⁵ [S. 34.011\(2\), F.S.](#)

¹⁶ Under the summary procedure of [s. 51.011, F.S.](#), all defenses of law or fact are required to be contained in the defendant's answer which must be filed within five days after service of process of the plaintiff's complaint. If the answer incorporates a counterclaim, the plaintiff must include all defenses of law or fact in his or her answer to the counterclaim and serve it within five days after service of the counterclaim. No other pleadings are permitted, and all defensive motions, including motions to quash, are heard by the court prior to trial. Postponements are not permitted for discovery, and the procedure also provides for an immediate trial, if requested.

¹⁷ [S. 26.012\(2\)\(f\), F.S.](#)

Limited Alternative Remedy to Remove Unauthorized Persons from Residential Real Property

During the 2024 legislative session,¹⁸ the Legislature created [s. 82.036, F.S.](#), to provide an alternative limited remedy to seek the immediate removal of certain unauthorized persons (commonly referred to as “squatters”) from residential property. The intent of the 2024 legislation was to quickly restore possession of residential real property to the lawful owner when such property is being unlawfully occupied and to, thereby, preserve property rights while limiting the opportunity for criminal activity.¹⁹

Pursuant to [s. 82.036, F.S.](#), a property owner or his or her authorized agent may request the sheriff in the county where the subject property is located to immediately remove the unauthorized persons from the property. In order to utilize this alternative remedy, all of the following conditions must be met:²⁰

- The requesting person is the property owner or an authorized agent of the property owner.
- The real property that is being occupied includes a residential dwelling.
- An unauthorized person or persons have unlawfully entered and remain or continue to reside on the property.
- The real property was not open to members of the public at the time the unauthorized person or persons entered.
- The property owner has previously directed the unauthorized person to leave the property.
- The unauthorized person or persons are not current or former tenants pursuant to a written or oral rental agreement authorized by the property owner.
- The unauthorized person or persons are not immediate family members of the property owner.
- There is no pending litigation related to the real property between the property owner and any known unauthorized person.

If the above conditions are all met, the property owner, or his or her authorized agent, may request the immediate removal of an unauthorized person or persons from his or her property by submitting a complaint to the sheriff in the county in which the property is located. If the owner or agent makes such request, he or she must also authorize the sheriff to enter the property using reasonably necessary force, search the property, and remove any unauthorized person or persons. The complaint must be verified (meaning signed under the penalty of perjury) and must include sufficient information as prescribed in [s. 82.036\(3\), F.S.](#), to convey that the necessary requirements for such removal are met.

Upon receipt of the completed verified Complaint to Remove Persons Unlawfully Occupying Residential Real Property, the sheriff must verify that the person submitting the complaint is the actual owner, or an authorized agent thereof, of the property in question. Once ownership has been verified by the sheriff, the sheriff must serve a notice to immediately vacate the property on all unlawful occupants. Service of the notice to immediately vacate may be made either by hand delivery by the sheriff or by posting the notice on the front door of the entrance to the residence. If at all possible, the sheriff must attempt to verify the identities of all persons occupying the residence.²¹ If needed, the property owner may request the sheriff to stand by and “keep the peace” while he or she changes the locks on the property and removes the unlawful occupants’ belongings from the property.²²

In the case of a wrongful termination under this limited alternative remedy, [s. 82.036\(6\), F.S.](#), provides for a civil cause of action for such wrongful removal. A person who is wrongfully removed may be restored to possession of the real property and may recover actual costs and damages incurred, statutory damages equal to three times the fair market rent of the dwelling, court costs, and reasonable attorney fees.

¹⁸ [2024-44, L.O.F.](#)

¹⁹ [S. 82.036\(1\), F.S.](#)

²⁰ [S. 82.036\(2\), F.S.](#)

²¹ The sheriff is entitled to the same fee for service that he or she would receive if serving a writ of possession under [s. 30.231, F.S.](#), which is currently \$90.

²² Pursuant to [s. 82.036\(5\), F.S.](#), the sheriff may charge a reasonable hourly rate for such services to be paid by the person requesting the services.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Criminal Justice Subcommittee	17 Y, 0 N, As CS	1/28/2026	Hall	Butcher
<p>THE CHANGES ADOPTED BY THE COMMITTEE:</p> <ul style="list-style-type: none"> Defined the terms “dwelling unit,” “landlord,” and “rental agreement.” Clarified language related to impersonating another person in whose name a rental application is submitted to a landlord for a specified purpose. 				
Justice Budget Subcommittee				
Judiciary Committee				

THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.
