

Senate Bill No. 482

An act relating to rental agreements; amending s. 83.682, F.S.; removing provisions requiring the payment of liquidated damages to the landlord under certain circumstances upon termination of a rental agreement; amending s. 83.67, F.S.; prohibiting a landlord from discriminating against a member of the United States Armed Forces in offering a dwelling unit for rent; creating s. 83.575, F.S.; providing for the termination of a tenancy having a specific duration; requiring the tenant to give notice before vacating the premises; limiting the maximum amount of required notice; providing for liquidated damages in specified circumstances; providing tenant liability for paying additional rent in specified circumstances; providing an effective date.

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

Section 1. Section 83.682, Florida Statutes, is amended to read:

83.682 Termination of rental agreement by a member of the United States Armed Forces.—

(1)(a) Any member of the United States Armed Forces who is required to move pursuant to permanent change of station orders to depart 35 miles or more from the location of a rental premises or who is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the member's commanding officer.

(b) In the event a member of the United States Armed Forces dies during active duty, an adult member of his or her immediate family may terminate the member's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the member's Commanding Officer.

(2) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy ~~except the liquidated damages provided in this section.~~ If a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind are due.

~~(3) In consideration of early termination of the rental agreement, the tenant is liable to the landlord for liquidated damages provided the tenant has completed less than 9 months of the tenancy and the landlord has suffered actual damages due to loss of the tenancy. The liquidated damages must be no greater than 1 month's rent if the tenant has completed less than 6 months of the tenancy as of the effective date of termination, or one-half of 1 month's rent if the tenant has completed at least 6 but not less than 9 months of the tenancy as of the effective date of termination.~~

(3)(4) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Section 2. Section 83.67, Florida Statutes, is amended to read:

83.67 Prohibited practices.—

(1) No landlord of any dwelling unit governed by this part shall cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) No landlord of any dwelling unit governed by this part shall prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) No landlord of any dwelling unit governed by this part shall discriminate against a member of the United States Armed Forces in offering a dwelling unit for rent or in any of the term of the rental agreement.

~~(4)(3)~~ No landlord of any dwelling unit governed by this part shall remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; nor shall the landlord remove the tenant's personal property from the dwelling unit unless said action is taken after surrender, abandonment, or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(5)(4) A landlord who violates the provisions of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations which are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(6)(5) A violation of this section shall constitute irreparable harm for the purposes of injunctive relief.

(7)(6) The remedies provided by this section are not exclusive and shall not preclude the tenant from pursuing any other remedy at law or equity which the tenant may have.

Section 3. Section 83.575, Florida Statutes, is created to read:

83.575 Termination of tenancy with specific duration.—

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord before vacating the premises at the end of the rental agreement; however, a rental agreement may not require more than 60 days' notice before vacating the premises.

(2) A rental agreement may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

Section 4. This act shall take effect upon becoming a law.

Approved by the Governor May 23, 2003.

Filed in Office Secretary of State May 23, 2003.