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LEGISLATIVE ACTION

Senate

House

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Floor: 1/AD/2R

05/03/2011 04:16 PM

Senator Fasano moved the following:

Senate Amendment (with title amendment)

Delete lines 1522 - 1567

and insert:

(10) (a) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments ~~future monetary obligations related to the cooperative share to the association~~ and continue to the tenant must make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association payment. ~~The demand is continuing in nature, and upon demand,~~



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14 The tenant must pay the monetary obligations to the association
15 until the association releases the tenant or the tenant
16 discontinues tenancy in the unit.

17 1. The association must provide the tenant a notice, by
18 hand delivery or United States mail, in substantially the
19 following form:

20
21 Pursuant to section 719.108(10), Florida
22 Statutes, we demand that you make your rent payments
23 directly to the cooperative association and continue
24 doing so until the association notifies you otherwise.

25 Payment due the cooperative association may be in
26 the same form as you paid your landlord and must be
27 sent by United States mail or hand delivery to
28 ...(full address)..., payable to ...(name)....

29 Your obligation to pay your rent to the
30 association begins immediately, unless you have
31 already paid rent to your landlord for the current
32 period before receiving this notice. In that case, you
33 must provide the association written proof of your
34 payment within 14 days after receiving this notice and
35 your obligation to pay rent to the association would
36 then begin with the next rental period.

37 Pursuant to section 719.108(10), Florida
38 Statutes, your payment of rent to the association
39 gives you complete immunity from any claim for the
40 rent by your landlord.

41
42 2. The association must mail written notice to the unit



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43 owner of the association's demand that the tenant make payments
44 to the association.

45 3. The association shall, upon request, provide the tenant
46 with written receipts for payments made.

47 4. A tenant ~~who acts in good faith in response to a written~~
48 ~~demand from an association~~ is immune from any claim by ~~from~~ the
49 landlord or unit owner related to the rent timely paid to the
50 association after the association has made written demand.

51 (b) ~~(a)~~ If the tenant paid ~~prepaid~~ rent to the landlord or
52 unit owner for a given rental period before receiving the demand
53 from the association and provides written evidence to the
54 association of having paid ~~paying~~ the rent ~~to the association~~
55 within 14 days after receiving the demand, the tenant shall
56 begin making rental payments to the association for the
57 following rental period and shall continue making ~~receive credit~~
58 ~~for the prepaid rent for the applicable period and must make any~~
59 ~~subsequent~~ rental payments to the association to be credited
60 against the monetary obligations of the unit owner until the
61 association releases the tenant or the tenant discontinues
62 tenancy in the unit ~~to the association.~~

63 (c) ~~(b)~~ ~~The tenant is not liable for increases in the amount~~
64 ~~of the regular monetary obligations due unless the tenant was~~
65 ~~notified in writing of the increase at least 10 days before the~~
66 ~~date on which the rent is due.~~ The liability of the tenant may
67 not exceed the amount due from the tenant to the tenant's
68 landlord. The tenant's landlord shall provide the tenant a
69 credit against rents due to the landlord ~~unit owner~~ in the
70 amount of moneys paid to the association ~~under this section.~~

71 (d) ~~(e)~~ The association may issue notice ~~notices~~ under s.



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72 83.56 and ~~may~~ sue for eviction under ss. 83.59-83.625 as if the
73 association were a landlord under part II of chapter 83 if the
74 tenant fails to pay a required payment to the association after
75 written demand has been made to the tenant. However, the
76 association is not otherwise considered a landlord under chapter
77 83 and specifically has no obligations ~~duties~~ under s. 83.51.

78 (e) ~~(d)~~ The tenant does not, by virtue of payment of
79 monetary obligations to the association, have any of the rights
80 of a unit owner to vote in any election or to examine the books
81 and records of the association.

82 (f) ~~(e)~~ A court may supersede the effect of this subsection
83 by appointing a receiver.

84
85 ===== T I T L E A M E N D M E N T =====

86 And the title is amended as follows:

87 Delete line 74

88 and insert:

89 unpaid rents and assessments; providing association
90 notice requirements regarding tenants delinquent in
91 paying any monetary obligation due to the association;
92 amending s. 719.303,