

Amendment No.

CHAMBER ACTION

Senate

House

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Representative Rouson offered the following:

Amendment (with title amendment)

Remove lines 398-408 and insert:

Section 9. Section 83.57, Florida Statutes, is amended to read:

83.57 Termination of tenancy without specific duration ~~term~~.—A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period.

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly

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17 period.~~;~~

18 (3) When the tenancy is from month to month, by giving not
19 less than 30 ~~45~~ days' notice prior to the end of any monthly
20 period. However, if the tenancy is subject to tenant-based
21 rental assistance pursuant to s. 8 of the United States Housing
22 Act of 1937, 42 U.S.C. s. 1437f(o), as amended, the tenancy may
23 be terminated by giving not less than 60 days' notice prior to
24 the end of any monthly period.~~;~~ ~~and~~

25 (4) When the tenancy is from week to week, by giving not
26 less than 7 days' notice prior to the end of any weekly period.

27 Section 10. Section 83.575, Florida Statutes, is amended
28 to read:

29 83.575 Termination of tenancy with specific duration.—

30 (1) A rental agreement with a specific duration may
31 contain a provision requiring the tenant to notify the landlord
32 before vacating the premises at the end of the rental agreement
33 and requiring the landlord to notify the tenant in writing if
34 the rental agreement will not be renewed; however, a rental
35 agreement may not require more than 60 days' notice from the
36 tenant or the landlord ~~before vacating the premises.~~

37 (2) A rental agreement with a specific duration may
38 provide that if a tenant fails to give the landlord the required
39 notice before vacating the premises at the end of the rental
40 agreement, the tenant may be liable for liquidated damages as
41 specified in the rental agreement if the landlord provides
42 written notice to the tenant specifying the tenant's obligations
43 under the notification provision contained in the lease and the
44 date the rental agreement is terminated. The landlord must

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45 provide such written notice to the tenant within 15 days before
 46 the start of the notification period contained in the lease. The
 47 written notice shall list all fees, penalties, and other charges
 48 applicable to the tenant under this subsection. The rental
 49 agreement must provide a reciprocal requirement that if the
 50 landlord fails to give the tenant the required notice that the
 51 rental agreement will not be renewed, the rental agreement will
 52 not terminate and the tenant will be entitled to continue
 53 occupying the premises until the landlord gives the tenant the
 54 required written notice of nonrenewal of the rental agreement
 55 and the agreement expires.

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

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 63 **T I T L E A M E N D M E N T**

64 Remove lines 33-36 and insert:
 65 begins upon actual knowledge; amending s. 83.57, F.S.;
 66 revising notice of termination requirements for
 67 certain tenancies without a specific duration;
 68 amending s. 83.575, F.S.; revising notice of
 69 termination requirements for certain tenancies with a
 70 specific duration; providing rental agreement
 71 requirements; deleting a provision relating to the
 72 liability of certain tenants;