



1                                   A bill to be entitled  
2           An act relating to landlords and tenants; amending s.  
3           83.42, F.S.; revising exclusions from applicability of  
4           the Florida Residential Landlord and Tenant Act;  
5           amending s. 83.48, F.S.; providing that the right to  
6           attorney fees may not be waived in a lease agreement;  
7           providing that attorney fees may not be awarded in a  
8           claim for personal injury damages based on a breach of  
9           duty of premises maintenance; amending s. 83.49, F.S.;  
10          revising and providing landlord disclosure  
11          requirements with respect to security deposits and  
12          advance rent; providing requirements for the  
13          disbursement of advance rents; providing a limited  
14          rebuttable presumption of receipt of security  
15          deposits; providing for applicability of changes made  
16          by the act to certain disclosure requirements;  
17          amending s. 83.50, F.S.; removing certain landlord  
18          disclosure requirements relating to fire protection;  
19          amending s. 83.51, F.S.; revising a landlord's  
20          obligation to maintain a premises with respect to  
21          screens; amending s. 83.54, F.S.; providing that  
22          enforcement of a right or duty under the Florida  
23          Residential Landlord and Tenant Act by civil action  
24          does not preclude prosecution of a criminal offense;  
25          amending s. 83.56, F.S.; revising procedures for the  
26          termination of a rental agreement by a landlord;  
27          revising notice procedures; providing that a landlord  
28          does not waive the right to terminate the rental



29 | agreement or to bring a civil action for noncompliance  
30 | by accepting partial rent, subject to certain notice;  
31 | providing that the period to institute an action  
32 | before an exemption involving rent subsidies is waived  
33 | begins upon actual knowledge; amending s. 83.575,  
34 | F.S.; revising requirements for the termination of a  
35 | tenancy having a specific duration to provide for  
36 | reciprocal notice provisions in rental agreements;  
37 | amending ss. 83.58 and 83.59, F.S.; conforming cross-  
38 | references; amending s. 83.60, F.S.; providing that a  
39 | landlord must be given an opportunity to cure a  
40 | deficiency in any notice or pleadings before dismissal  
41 | of an eviction action; making technical changes;  
42 | amending s. 83.62, F.S.; revising procedures for the  
43 | restoration of possession to a landlord to provide  
44 | that weekends and holidays do not stay the applicable  
45 | notice period; amending s. 83.63, F.S.; conforming a  
46 | cross-reference; amending s. 83.64, F.S.; providing  
47 | examples of conduct for which the landlord may not  
48 | retaliate; providing an effective date.

49

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

51

52 | Section 1. Subsection (2) of section 83.42, Florida  
53 | Statutes, is amended to read:

54 | 83.42 Exclusions from application of part.—This part does  
55 | not apply to:

56 | (2) Occupancy under a contract of sale of a dwelling unit



57 or the property of which it is a part in which the buyer has  
 58 paid at least 12 months' rent or in which the buyer has paid at  
 59 least 1 month's rent and a deposit of at least 5 percent of the  
 60 purchase price of the property.

61 Section 2. Section 83.48, Florida Statutes, is amended to  
 62 read:

63 83.48 Attorney ~~Attorney's~~ fees.—In any civil action  
 64 brought to enforce the provisions of the rental agreement or  
 65 this part, the party in whose favor a judgment or decree has  
 66 been rendered may recover reasonable attorney fees and court  
 67 costs, ~~including attorney's fees,~~ from the nonprevailing party.  
 68 The right to attorney fees in this section may not be waived in  
 69 a lease agreement. However, attorney fees may not be awarded  
 70 under this section in a claim for personal injury damages based  
 71 on a breach of duty under s. 83.51.

72 Section 3. Subsections (2), (3), and (7) of section 83.49,  
 73 Florida Statutes, are amended to read:

74 83.49 Deposit money or advance rent; duty of landlord and  
 75 tenant.—

76 (2) The landlord shall, in the lease agreement or within  
 77 30 days after ~~of~~ receipt of advance rent or a security deposit,  
 78 give written notice to notify the tenant which includes  
 79 disclosure of in writing of the manner in which the landlord is  
 80 ~~holding~~ the advance rent or security deposit ~~and the rate of~~  
 81 ~~interest, if any, which the tenant is to receive and the time of~~  
 82 ~~interest payments to the tenant. Such written notice shall:~~

- 83 ~~(a) Be given in person or by mail to the tenant.~~
- 84 ~~(b) State the name and address of the depository where the~~



85 ~~advance rent or security deposit is being held, whether the~~  
86 ~~advance rent or security deposit is being held in a separate~~  
87 ~~account for the benefit of the tenant or is commingled with~~  
88 ~~other funds of the landlord, and, if commingled, whether such~~  
89 ~~funds are deposited in an interest-bearing account in a Florida~~  
90 ~~banking institution.~~

91 ~~(c) Include a copy of the provisions of subsection (3).~~  
92 Subsequent to providing such written notice, if the landlord  
93 changes the manner or location in which he or she is holding the  
94 advance rent or security deposit, he or she must ~~shall~~ notify  
95 the tenant within 30 days after ~~of~~ the change as provided in  
96 paragraphs (a)-(d). The landlord is not required to give new or  
97 additional notice solely because the depository has merged with  
98 another financial institution, changed its name, or transferred  
99 ownership to a different financial institution ~~according to the~~  
100 ~~provisions herein set forth.~~ This subsection does not apply to  
101 any landlord who rents fewer than five individual dwelling  
102 units. Failure to give ~~provide~~ this notice is ~~shall~~ not be a  
103 defense to the payment of rent when due. The written notice  
104 must:

105 (a) Be given in person or by mail to the tenant.

106 (b) State the name and address of the depository where the  
107 advance rent or security deposit is being held or state that the  
108 landlord has posted a surety bond as provided by law.

109 (c) State whether the tenant is entitled to interest on  
110 the deposit.

111 (d) Contain the following disclosure:  
112



113 | YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE  
114 | LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S  
115 | ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
116 | MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS  
117 | SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING  
118 | YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,  
119 | WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S  
120 | INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU  
121 | DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO  
122 | THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE  
123 | LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM  
124 | AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

125 |  
126 | IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE  
127 | LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A  
128 | LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY  
129 | OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE  
130 | DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A  
131 | REFUND.

132 |  
133 | YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE  
134 | BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE  
135 | FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND  
136 | ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

137 |  
138 | THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF  
139 | CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL  
140 | RIGHTS AND OBLIGATIONS.



141  
142           (3) The landlord or the landlord's agent may disburse  
143 advance rents from the deposit account to the landlord's benefit  
144 when the advance rental period commences and without notice to  
145 the tenant. For all other deposits:

146           (a) Upon the vacating of the premises for termination of  
147 the lease, if the landlord does not intend to impose a claim on  
148 the security deposit, the landlord shall have 15 days to return  
149 the security deposit together with interest if otherwise  
150 required, or the landlord shall have 30 days to give the tenant  
151 written notice by certified mail to the tenant's last known  
152 mailing address of his or her intention to impose a claim on the  
153 deposit and the reason for imposing the claim. The notice shall  
154 contain a statement in substantially the following form:

155  
156           This is a notice of my intention to impose a claim for  
157 damages in the amount of .... upon your security deposit, due to  
158 ..... It is sent to you as required by s. 83.49(3), Florida  
159 Statutes. You are hereby notified that you must object in  
160 writing to this deduction from your security deposit within 15  
161 days from the time you receive this notice or I will be  
162 authorized to deduct my claim from your security deposit. Your  
163 objection must be sent to ...(landlord's address)....

164  
165           If the landlord fails to give the required notice within the 30-  
166 day period, he or she forfeits the right to impose a claim upon  
167 the security deposit and may not seek a setoff against the  
168 deposit but may file an action for damages after return of the



169 | deposit.

170 |       (b) Unless the tenant objects to the imposition of the  
171 | landlord's claim or the amount thereof within 15 days after  
172 | receipt of the landlord's notice of intention to impose a claim,  
173 | the landlord may then deduct the amount of his or her claim and  
174 | shall remit the balance of the deposit to the tenant within 30  
175 | days after the date of the notice of intention to impose a claim  
176 | for damages. The failure of the tenant to make a timely  
177 | objection does not waive any rights of the tenant to seek  
178 | damages in a separate action.

179 |       (c) If either party institutes an action in a court of  
180 | competent jurisdiction to adjudicate the party's right to the  
181 | security deposit, the prevailing party is entitled to receive  
182 | his or her court costs plus a reasonable fee for his or her  
183 | attorney. The court shall advance the cause on the calendar.

184 |       (d) Compliance with this section by an individual or  
185 | business entity authorized to conduct business in this state,  
186 | including Florida-licensed real estate brokers and sales  
187 | associates, constitutes ~~shall constitute~~ compliance with all  
188 | other relevant Florida Statutes pertaining to security deposits  
189 | held pursuant to a rental agreement or other landlord-tenant  
190 | relationship. Enforcement personnel shall look solely to this  
191 | section to determine compliance. This section prevails over any  
192 | conflicting provisions in chapter 475 and in other sections of  
193 | the Florida Statutes, and shall operate to permit licensed real  
194 | estate brokers to disburse security deposits and deposit money  
195 | without having to comply with the notice and settlement  
196 | procedures contained in s. 475.25(1)(d).



197           (7) Upon the sale or transfer of title of the rental  
 198 property from one owner to another, or upon a change in the  
 199 designated rental agent, any and all security deposits or  
 200 advance rents being held for the benefit of the tenants shall be  
 201 transferred to the new owner or agent, together with any earned  
 202 interest and with an accurate accounting showing the amounts to  
 203 be credited to each tenant account. Upon the transfer of such  
 204 funds and records to the new owner or agent ~~as stated herein,~~  
 205 and upon transmittal of a written receipt therefor, the  
 206 transferor is ~~shall be~~ free from the obligation imposed in  
 207 subsection (1) to hold such moneys on behalf of the tenant.  
 208 There is a rebuttable presumption that any new owner or agent  
 209 received the security deposit from the previous owner or agent;  
 210 however, this presumption is limited to 1 month's rent. This  
 211 subsection does not ~~However, nothing herein shall~~ excuse the  
 212 landlord or agent for a violation of other ~~the~~ provisions of  
 213 this section while in possession of such deposits.

214           Section 4. The Legislature recognizes that landlords may  
 215 have stocks of preprinted lease forms that comply with the  
 216 notice requirements of current law. Accordingly, for leases  
 217 entered into on or before December 31, 2013, a landlord may give  
 218 notice that contains the disclosure required in the changes made  
 219 by this act to s. 83.49, Florida Statutes, or the former notice  
 220 required in s. 83.49, Florida Statutes 2012. In any event, the  
 221 disclosure required by this act is only required for all leases  
 222 entered into under this part on or after January 1, 2014.

223           Section 5. Section 83.50, Florida Statutes, is amended to  
 224 read:





225 |           83.50 Disclosure of landlord's address.—  
 226 |           ~~(1)~~ In addition to any other disclosure required by law,  
 227 | the landlord, or a person authorized to enter into a rental  
 228 | agreement on the landlord's behalf, shall disclose in writing to  
 229 | the tenant, at or before the commencement of the tenancy, the  
 230 | name and address of the landlord or a person authorized to  
 231 | receive notices and demands in the landlord's behalf. The person  
 232 | so authorized to receive notices and demands retains authority  
 233 | until the tenant is notified otherwise. All notices of such  
 234 | names and addresses or changes thereto shall be delivered to the  
 235 | tenant's residence or, if specified in writing by the tenant, to  
 236 | any other address.

237 |           ~~(2) The landlord or the landlord's authorized~~  
 238 | ~~representative, upon completion of construction of a building~~  
 239 | ~~exceeding three stories in height and containing dwelling units,~~  
 240 | ~~shall disclose to the tenants initially moving into the building~~  
 241 | ~~the availability or lack of availability of fire protection.~~

242 |           Section 6. Subsection (1) and paragraph (a) of subsection  
 243 | (2) of section 83.51, Florida Statutes, are amended to read:

244 |           83.51 Landlord's obligation to maintain premises.—

245 |           (1) The landlord at all times during the tenancy shall:

246 |           (a) Comply with the requirements of applicable building,  
 247 | housing, and health codes; or

248 |           (b) Where there are no applicable building, housing, or  
 249 | health codes, maintain the roofs, windows, ~~screens,~~ doors,  
 250 | floors, steps, porches, exterior walls, foundations, and all  
 251 | other structural components in good repair and capable of  
 252 | resisting normal forces and loads and the plumbing in reasonable



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253 | working condition. The landlord, at commencement of the tenancy,  
254 | must ensure that screens are installed in a reasonable  
255 | condition. Thereafter, the landlord must repair damage to  
256 | screens once annually, when necessary, until termination of the  
257 | rental agreement. However,

258 |  
259 | The landlord is ~~shall~~ not be required to maintain a mobile home  
260 | or other structure owned by the tenant. The landlord's  
261 | obligations under this subsection may be altered or modified in  
262 | writing with respect to a single-family home or duplex.

263 | (2) (a) Unless otherwise agreed in writing, in addition to  
264 | the requirements of subsection (1), the landlord of a dwelling  
265 | unit other than a single-family home or duplex shall, at all  
266 | times during the tenancy, make reasonable provisions for:

267 | 1. The extermination of rats, mice, roaches, ants, wood-  
268 | destroying organisms, and bedbugs. When vacation of the premises  
269 | is required for such extermination, the landlord is ~~shall~~ not be  
270 | liable for damages but shall abate the rent. The tenant must  
271 | ~~shall be required to~~ temporarily vacate the premises for a  
272 | period of time not to exceed 4 days, on 7 days' written notice,  
273 | if necessary, for extermination pursuant to this subparagraph.

274 | 2. Locks and keys.

275 | 3. The clean and safe condition of common areas.

276 | 4. Garbage removal and outside receptacles therefor.

277 | 5. Functioning facilities for heat during winter, running  
278 | water, and hot water.

279 | Section 7. Section 83.54, Florida Statutes, is amended to  
280 | read:



281           83.54 Enforcement of rights and duties; civil action;  
 282 criminal offenses.—Any right or duty declared in this part is  
 283 enforceable by civil action. A right or duty enforced by civil  
 284 action under this section does not preclude prosecution for a  
 285 criminal offense related to the lease or leased property.

286           Section 8. Subsections (2) through (5) of section 83.56,  
 287 Florida Statutes, are amended to read:

288           83.56 Termination of rental agreement.—

289           (2) If the tenant materially fails to comply with s. 83.52  
 290 or material provisions of the rental agreement, other than a  
 291 failure to pay rent, or reasonable rules or regulations, the  
 292 landlord may:

293           (a) If such noncompliance is of a nature that the tenant  
 294 should not be given an opportunity to cure it or if the  
 295 noncompliance constitutes a subsequent or continuing  
 296 noncompliance within 12 months of a written warning by the  
 297 landlord of a similar violation, deliver a written notice to the  
 298 tenant specifying the noncompliance and the landlord's intent to  
 299 terminate the rental agreement by reason thereof. Examples of  
 300 noncompliance which are of a nature that the tenant should not  
 301 be given an opportunity to cure include, but are not limited to,  
 302 destruction, damage, or misuse of the landlord's or other  
 303 tenants' property by intentional act or a subsequent or  
 304 continued unreasonable disturbance. In such event, the landlord  
 305 may terminate the rental agreement, and the tenant shall have 7  
 306 days from the date that the notice is delivered to vacate the  
 307 premises. The notice shall be ~~adequate if it is~~ in substantially  
 308 the following form:



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You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because ... (cite the noncompliance)....

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, 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 that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part ~~act~~ 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. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be ~~adequate if it is~~ in substantially the following form:

You are hereby notified that ... (cite the noncompliance).... Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy



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337 is subject to termination without further warning and without  
338 your being given an opportunity to cure the noncompliance.

339

340 (3) If the tenant fails to pay rent when due and the  
341 default continues for 3 days, excluding Saturday, Sunday, and  
342 legal holidays, after delivery of written demand by the landlord  
343 for payment of the rent or possession of the premises, the  
344 landlord may terminate the rental agreement. Legal holidays for  
345 the purpose of this section shall be court-observed holidays  
346 only. The 3-day notice shall contain a statement in  
347 substantially the following form:

348

349 You are hereby notified that you are indebted to me in the  
350 sum of .... dollars for the rent and use of the premises  
351 ...(address of leased premises, including county)..., Florida,  
352 now occupied by you and that I demand payment of the rent or  
353 possession of the premises within 3 days (excluding Saturday,  
354 Sunday, and legal holidays) from the date of delivery of this  
355 notice, to wit: on or before the .... day of ....., ...(year)....  
356 ...(landlord's name, address and phone number)...

357

358 (4) The delivery of the written notices required by  
359 subsections (1), (2), and (3) shall be by mailing or delivery of  
360 a true copy thereof or, if the tenant is absent from the  
361 premises, by leaving a copy thereof at the residence. The notice  
362 requirements of subsections (1), (2), and (3) may not be waived  
363 in the lease.

364

(5) (a) If the landlord accepts rent with actual knowledge



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365 of a noncompliance by the tenant or accepts performance by the  
366 tenant of any other provision of the rental agreement that is at  
367 variance with its provisions, or if the tenant pays rent with  
368 actual knowledge of a noncompliance by the landlord or accepts  
369 performance by the landlord of any other provision of the rental  
370 agreement that is at variance with its provisions, the landlord  
371 or tenant waives his or her right to terminate the rental  
372 agreement or to bring a civil action for that noncompliance, but  
373 not for any subsequent or continuing noncompliance. However, a  
374 landlord does not waive the right to terminate the rental  
375 agreement or to bring a civil action for that noncompliance by  
376 accepting partial rent for the period.

377 (b) Any tenant who wishes to defend against an action by  
378 the landlord for possession of the unit for noncompliance of the  
379 rental agreement or of relevant statutes must ~~shall~~ comply with  
380 ~~the provisions in~~ s. 83.60(2). The court may not set a date for  
381 mediation or trial unless the provisions of s. 83.60(2) have  
382 been met, but must ~~shall~~ enter a default judgment for removal of  
383 the tenant with a writ of possession to issue immediately if the  
384 tenant fails to comply with s. 83.60(2).

385 (c) This subsection does not apply to that portion of rent  
386 subsidies received from a local, state, or national government  
387 or an agency of local, state, or national government; however,  
388 waiver will occur if an action has not been instituted within 45  
389 days after the landlord obtains actual knowledge of the  
390 noncompliance.

391 Section 9. Subsection (1) of section 83.575, Florida  
392 Statutes, is amended to read:



393 83.575 Termination of tenancy with specific duration.—

394 (1) A rental agreement with a specific duration may  
 395 contain a provision requiring the tenant to notify the landlord  
 396 within a specified period before vacating the premises at the  
 397 end of the rental agreement, if such provision requires the  
 398 landlord to notify the tenant within such notice period if the  
 399 rental agreement will not be renewed; however, a rental  
 400 agreement may not require more than 60 days' notice from either  
 401 the tenant or the landlord ~~before vacating the premises.~~

402 Section 10. Section 83.58, Florida Statutes, is amended to  
 403 read:

404 83.58 Remedies; tenant holding over.—If the tenant holds  
 405 over and continues in possession of the dwelling unit or any  
 406 part thereof after the expiration of the rental agreement  
 407 without the permission of the landlord, the landlord may recover  
 408 possession of the dwelling unit in the manner provided for in s.  
 409 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the  
 410 amount of rent due on the dwelling unit, or any part thereof,  
 411 for the period during which the tenant refuses to surrender  
 412 possession.

413 Section 11. Subsection (2) of section 83.59, Florida  
 414 Statutes, is amended to read:

415 83.59 Right of action for possession.—

416 (2) A landlord, the landlord's attorney, or the landlord's  
 417 agent, applying for the removal of a tenant, shall file in the  
 418 county court of the county where the premises are situated a  
 419 complaint describing the dwelling unit and stating the facts  
 420 that authorize its recovery. A landlord's agent is not permitted



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421 to take any action other than the initial filing of the  
422 complaint, unless the landlord's agent is an attorney. The  
423 landlord is entitled to the summary procedure provided in s.  
424 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the  
425 calendar.

426 Section 12. Section 83.60, Florida Statutes, is amended to  
427 read:

428 83.60 Defenses to action for rent or possession;  
429 procedure.—

430 (1) (a) In an action by the landlord for possession of a  
431 dwelling unit based upon nonpayment of rent or in an action by  
432 the landlord under s. 83.55 seeking to recover unpaid rent, the  
433 tenant may defend upon the ground of a material noncompliance  
434 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,  
435 whether legal or equitable, that he or she may have, including  
436 the defense of retaliatory conduct in accordance with s. 83.64.  
437 The landlord must be given an opportunity to cure a deficiency  
438 in a notice or in the pleadings before dismissal of the action.

439 (b) The defense of a material noncompliance with s.  
440 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have  
441 elapsed after the delivery of written notice by the tenant to  
442 the landlord, specifying the noncompliance and indicating the  
443 intention of the tenant not to pay rent by reason thereof. Such  
444 notice by the tenant may be given to the landlord, the  
445 landlord's representative as designated pursuant to s. 83.50~~(1)~~,  
446 a resident manager, or the person or entity who collects the  
447 rent on behalf of the landlord. A material noncompliance with s.  
448 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an





449 | action for possession based upon nonpayment of rent, and, upon  
450 | hearing, the court or the jury, as the case may be, shall  
451 | determine the amount, if any, by which the rent is to be reduced  
452 | to reflect the diminution in value of the dwelling unit during  
453 | the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After  
454 | consideration of all other relevant issues, the court shall  
455 | enter appropriate judgment.

456 |       (2) In an action by the landlord for possession of a  
457 | dwelling unit, if the tenant interposes any defense other than  
458 | payment, including, but not limited to, the defense of a  
459 | defective 3-day notice, the tenant shall pay into the registry  
460 | of the court the accrued rent as alleged in the complaint or as  
461 | determined by the court and the rent that ~~which~~ accrues during  
462 | the pendency of the proceeding, when due. The clerk shall notify  
463 | the tenant of such requirement in the summons. Failure of the  
464 | tenant to pay the rent into the registry of the court or to file  
465 | a motion to determine the amount of rent to be paid into the  
466 | registry within 5 days, excluding Saturdays, Sundays, and legal  
467 | holidays, after the date of service of process constitutes an  
468 | absolute waiver of the tenant's defenses other than payment, and  
469 | the landlord is entitled to an immediate default judgment for  
470 | removal of the tenant with a writ of possession to issue without  
471 | further notice or hearing thereon. If ~~In the event~~ a motion to  
472 | determine rent is filed, documentation in support of the  
473 | allegation that the rent as alleged in the complaint is in error  
474 | is required. Public housing tenants or tenants receiving rent  
475 | subsidies are ~~shall be~~ required to deposit only that portion of  
476 | the full rent for which they are ~~the tenant is~~ responsible



477 pursuant to the federal, state, or local program in which they  
478 are participating.

479 Section 13. Subsection (1) of section 83.62, Florida  
480 Statutes, is amended to read:

481 83.62 Restoration of possession to landlord.—

482 (1) In an action for possession, after entry of judgment  
483 in favor of the landlord, the clerk shall issue a writ to the  
484 sheriff describing the premises and commanding the sheriff to  
485 put the landlord in possession after 24 hours' notice  
486 conspicuously posted on the premises. Saturdays, Sundays, and  
487 legal holidays do not stay the 24-hour notice period.

488 Section 14. Section 83.63, Florida Statutes, is amended to  
489 read:

490 83.63 Casualty damage.—If the premises are damaged or  
491 destroyed other than by the wrongful or negligent acts of the  
492 tenant so that the enjoyment of the premises is substantially  
493 impaired, the tenant may terminate the rental agreement and  
494 immediately vacate the premises. The tenant may vacate the part  
495 of the premises rendered unusable by the casualty, in which case  
496 the tenant's liability for rent shall be reduced by the fair  
497 rental value of that part of the premises damaged or destroyed.  
498 If the rental agreement is terminated, the landlord shall comply  
499 with s. 83.49(3) ~~{F.S. 1973}~~.

500 Section 15. Subsection (1) of section 83.64, Florida  
501 Statutes, is amended to read:

502 83.64 Retaliatory conduct.—

503 (1) It is unlawful for a landlord to discriminatorily  
504 increase a tenant's rent or decrease services to a tenant, or to



505 bring or threaten to bring an action for possession or other  
506 civil action, primarily because the landlord is retaliating  
507 against the tenant. In order for the tenant to raise the defense  
508 of retaliatory conduct, the tenant must have acted in good  
509 faith. Examples of conduct for which the landlord may not  
510 retaliate include, but are not limited to, situations where:

511 (a) The tenant has complained to a governmental agency  
512 charged with responsibility for enforcement of a building,  
513 housing, or health code of a suspected violation applicable to  
514 the premises;

515 (b) The tenant has organized, encouraged, or participated  
516 in a tenants' organization;

517 (c) The tenant has complained to the landlord pursuant to  
518 s. 83.56(1); ~~or~~

519 (d) The tenant is a servicemember who has terminated a  
520 rental agreement pursuant to s. 83.682;

521 (e) The tenant has paid rent to a condominium,  
522 cooperative, or homeowners' association after demand from the  
523 association in order to pay the landlord's obligation to the  
524 association; or

525 (f) The tenant has exercised his or her rights under  
526 local, state, or federal fair housing laws.

527 Section 16. This act shall take effect July 1, 2013.