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CS/HB 77, Engrossed 2

2013 Legislature

1
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



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29 | agreement or to bring a civil action for noncompliance
30 | by accepting partial rent, subject to certain notice;
31 | requiring a landlord to follow specified procedures if
32 | the landlord accepts partial rent after posting the
33 | notice of nonpayment; providing that the period to
34 | institute an action before an exemption involving rent
35 | subsidies is waived begins upon actual knowledge;
36 | amending s. 83.575, F.S.; revising requirements for
37 | the termination of a tenancy having a specific
38 | duration to provide for reciprocal notice provisions
39 | in rental agreements; amending ss. 83.58 and 83.59,
40 | F.S.; conforming cross-references; amending s. 83.60,
41 | F.S.; providing that a landlord must be given an
42 | opportunity to cure a deficiency in any notice or
43 | pleadings before dismissal of an eviction action;
44 | making technical changes; amending s. 83.62, F.S.;
45 | revising procedures for the restoration of possession
46 | to a landlord to provide that weekends and holidays do
47 | not stay the applicable notice period; amending s.
48 | 83.63, F.S.; conforming a cross-reference; amending s.
49 | 83.64, F.S.; providing examples of conduct for which
50 | the landlord may not retaliate; providing an effective
51 | date.

52 |

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

54 |

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



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57 | 83.42 Exclusions from application of part.—This part does
58 | not apply to:

59 | (2) Occupancy under a contract of sale of a dwelling unit
60 | or the property of which it is a part in which the buyer has
61 | paid at least 12 months' rent or in which the buyer has paid at
62 | least 1 month's rent and a deposit of at least 5 percent of the
63 | purchase price of the property.

64 | Section 2. Section 83.48, Florida Statutes, is amended to
65 | read:

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

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

77 | 83.49 Deposit money or advance rent; duty of landlord and
78 | tenant.—

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



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85 ~~interest payments to the tenant. Such written notice shall:~~
 86 ~~(a) Be given in person or by mail to the tenant.~~
 87 ~~(b) State the name and address of the depository where the~~
 88 ~~advance rent or security deposit is being held, whether the~~
 89 ~~advance rent or security deposit is being held in a separate~~
 90 ~~account for the benefit of the tenant or is commingled with~~
 91 ~~other funds of the landlord, and, if commingled, whether such~~
 92 ~~funds are deposited in an interest-bearing account in a Florida~~
 93 ~~banking institution.~~
 94 ~~(c) Include a copy of the provisions of subsection (3).~~
 95 Subsequent to providing such written notice, if the landlord
 96 changes the manner or location in which he or she is holding the
 97 advance rent or security deposit, he or she must ~~shall~~ notify
 98 the tenant within 30 days after ~~of~~ the change as provided in
 99 paragraphs (a)-(d). The landlord is not required to give new or
 100 additional notice solely because the depository has merged with
 101 another financial institution, changed its name, or transferred
 102 ownership to a different financial institution ~~according to the~~
 103 ~~provisions herein set forth~~. This subsection does not apply to
 104 any landlord who rents fewer than five individual dwelling
 105 units. Failure to give ~~provide~~ this notice is ~~shall~~ not be a
 106 defense to the payment of rent when due. The written notice
 107 must:
 108 (a) Be given in person or by mail to the tenant.
 109 (b) State the name and address of the depository where the
 110 advance rent or security deposit is being held or state that the
 111 landlord has posted a surety bond as provided by law.
 112 (c) State whether the tenant is entitled to interest on



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113 | the deposit.

114 | (d) Contain the following disclosure:

115 |

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

128 |

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

135 |

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

140 |



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141 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
142 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
143 RIGHTS AND OBLIGATIONS.

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

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

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

167
168 If the landlord fails to give the required notice within the 30-



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169 day period, he or she forfeits the right to impose a claim upon
170 the security deposit and may not seek a setoff against the
171 deposit but may file an action for damages after return of the
172 deposit.

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

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

187 (d) Compliance with this section by an individual or
188 business entity authorized to conduct business in this state,
189 including Florida-licensed real estate brokers and sales
190 associates, constitutes ~~shall constitute~~ compliance with all
191 other relevant Florida Statutes pertaining to security deposits
192 held pursuant to a rental agreement or other landlord-tenant
193 relationship. Enforcement personnel shall look solely to this
194 section to determine compliance. This section prevails over any
195 conflicting provisions in chapter 475 and in other sections of
196 the Florida Statutes, and shall operate to permit licensed real



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197 | estate brokers to disburse security deposits and deposit money
 198 | without having to comply with the notice and settlement
 199 | procedures contained in s. 475.25(1)(d).

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

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



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225 | entered into under this part on or after January 1, 2014.

226 | Section 5. Section 83.50, Florida Statutes, is amended to
227 | read:

228 | 83.50 Disclosure of landlord's address.—

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

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

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

247 | 83.51 Landlord's obligation to maintain premises.—

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

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

251 | (b) Where there are no applicable building, housing, or
252 | health codes, maintain the roofs, windows, ~~screens,~~ doors,



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253 | floors, steps, porches, exterior walls, foundations, and all
 254 | other structural components in good repair and capable of
 255 | resisting normal forces and loads and the plumbing in reasonable
 256 | working condition. The landlord, at commencement of the tenancy,
 257 | must ensure that screens are installed in a reasonable
 258 | condition. Thereafter, the landlord must repair damage to
 259 | screens once annually, when necessary, until termination of the
 260 | rental agreement. ~~However,~~

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

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

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

277 | 2. Locks and keys.

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

279 | 4. Garbage removal and outside receptacles therefor.

280 | 5. Functioning facilities for heat during winter, running



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281 water, and hot water.

282 Section 7. Section 83.54, Florida Statutes, is amended to
283 read:

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

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

291 83.56 Termination of rental agreement.—

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

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



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309 days from the date that the notice is delivered to vacate the
 310 premises. The notice shall be ~~adequate if it is~~ in substantially
 311 the following form:

312
 313 You are advised that your lease is terminated effective
 314 immediately. You shall have 7 days from the delivery of this
 315 letter to vacate the premises. This action is taken because
 316 ... (cite the noncompliance)....

317
 318 (b) If such noncompliance is of a nature that the tenant
 319 should be given an opportunity to cure it, deliver a written
 320 notice to the tenant specifying the noncompliance, including a
 321 notice that, if the noncompliance is not corrected within 7 days
 322 from the date that the written notice is delivered, the landlord
 323 shall terminate the rental agreement by reason thereof. Examples
 324 of such noncompliance include, but are not limited to,
 325 activities in contravention of the lease or this part ~~act~~ such
 326 as having or permitting unauthorized pets, guests, or vehicles;
 327 parking in an unauthorized manner or permitting such parking; or
 328 failing to keep the premises clean and sanitary. If such
 329 noncompliance recurs within 12 months after notice, an eviction
 330 action may commence without delivering a subsequent notice
 331 pursuant to paragraph (a) or this paragraph. The notice shall be
 332 ~~adequate if it is~~ in substantially the following form:

333
 334 You are hereby notified that ... (cite the
 335 noncompliance).... Demand is hereby made that you remedy the
 336 noncompliance within 7 days of receipt of this notice or your



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337 | lease shall be deemed terminated and you shall vacate the
 338 | premises upon such termination. If this same conduct or conduct
 339 | of a similar nature is repeated within 12 months, your tenancy
 340 | is subject to termination without further warning and without
 341 | your being given an opportunity to cure the noncompliance.

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

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

360 |
 361 | (4) The delivery of the written notices required by
 362 | subsections (1), (2), and (3) shall be by mailing or delivery of
 363 | a true copy thereof or, if the tenant is absent from the
 364 | premises, by leaving a copy thereof at the residence. The notice



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365 requirements of subsections (1), (2), and (3) may not be waived
366 in the lease.

367 (5) (a) If the landlord accepts rent with actual knowledge
368 of a noncompliance by the tenant or accepts performance by the
369 tenant of any other provision of the rental agreement that is at
370 variance with its provisions, or if the tenant pays rent with
371 actual knowledge of a noncompliance by the landlord or accepts
372 performance by the landlord of any other provision of the rental
373 agreement that is at variance with its provisions, the landlord
374 or tenant waives his or her right to terminate the rental
375 agreement or to bring a civil action for that noncompliance, but
376 not for any subsequent or continuing noncompliance. However, a
377 landlord does not waive the right to terminate the rental
378 agreement or to bring a civil action for that noncompliance by
379 accepting partial rent for the period. If partial rent is
380 accepted after posting the notice for nonpayment, the landlord
381 must:

382 1. Provide the tenant with a receipt stating the date and
383 amount received and the agreed upon date and balance of rent due
384 before filing an action for possession;

385 2. Place the amount of partial rent accepted from the
386 tenant in the registry of the court upon filing the action for
387 possession; or

388 3. Post a new 3-day notice reflecting the new amount due.

389 (b) Any tenant who wishes to defend against an action by
390 the landlord for possession of the unit for noncompliance of the
391 rental agreement or of relevant statutes must ~~shall~~ comply with
392 ~~the provisions in~~ s. 83.60(2). The court may not set a date for



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393 mediation or trial unless the provisions of s. 83.60(2) have
 394 been met, but must ~~shall~~ enter a default judgment for removal of
 395 the tenant with a writ of possession to issue immediately if the
 396 tenant fails to comply with s. 83.60(2).

397 (c) This subsection does not apply to that portion of rent
 398 subsidies received from a local, state, or national government
 399 or an agency of local, state, or national government; however,
 400 waiver will occur if an action has not been instituted within 45
 401 days after the landlord obtains actual knowledge of the
 402 noncompliance.

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

405 83.575 Termination of tenancy with specific duration.—

406 (1) A rental agreement with a specific duration may
 407 contain a provision requiring the tenant to notify the landlord
 408 within a specified period before vacating the premises at the
 409 end of the rental agreement, if such provision requires the
 410 landlord to notify the tenant within such notice period if the
 411 rental agreement will not be renewed; however, a rental
 412 agreement may not require more than 60 days' notice from either
 413 the tenant or the landlord before vacating the premises.

414 Section 10. Section 83.58, Florida Statutes, is amended to
 415 read:

416 83.58 Remedies; tenant holding over.—If the tenant holds
 417 over and continues in possession of the dwelling unit or any
 418 part thereof after the expiration of the rental agreement
 419 without the permission of the landlord, the landlord may recover
 420 possession of the dwelling unit in the manner provided for in s.



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421 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
 422 amount of rent due on the dwelling unit, or any part thereof,
 423 for the period during which the tenant refuses to surrender
 424 possession.

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

427 83.59 Right of action for possession.—

428 (2) A landlord, the landlord's attorney, or the landlord's
 429 agent, applying for the removal of a tenant, shall file in the
 430 county court of the county where the premises are situated a
 431 complaint describing the dwelling unit and stating the facts
 432 that authorize its recovery. A landlord's agent is not permitted
 433 to take any action other than the initial filing of the
 434 complaint, unless the landlord's agent is an attorney. The
 435 landlord is entitled to the summary procedure provided in s.
 436 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
 437 calendar.

438 Section 12. Section 83.60, Florida Statutes, is amended to
 439 read:

440 83.60 Defenses to action for rent or possession;
 441 procedure.—

442 (1) (a) In an action by the landlord for possession of a
 443 dwelling unit based upon nonpayment of rent or in an action by
 444 the landlord under s. 83.55 seeking to recover unpaid rent, the
 445 tenant may defend upon the ground of a material noncompliance
 446 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
 447 whether legal or equitable, that he or she may have, including
 448 the defense of retaliatory conduct in accordance with s. 83.64.



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449 | The landlord must be given an opportunity to cure a deficiency
450 | in a notice or in the pleadings before dismissal of the action.

451 | **(b)** The defense of a material noncompliance with s.
452 | 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
453 | elapsed after the delivery of written notice by the tenant to
454 | the landlord, specifying the noncompliance and indicating the
455 | intention of the tenant not to pay rent by reason thereof. Such
456 | notice by the tenant may be given to the landlord, the
457 | landlord's representative as designated pursuant to s. 83.50~~(1)~~,
458 | a resident manager, or the person or entity who collects the
459 | rent on behalf of the landlord. A material noncompliance with s.
460 | 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
461 | action for possession based upon nonpayment of rent, and, upon
462 | hearing, the court or the jury, as the case may be, shall
463 | determine the amount, if any, by which the rent is to be reduced
464 | to reflect the diminution in value of the dwelling unit during
465 | the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
466 | consideration of all other relevant issues, the court shall
467 | enter appropriate judgment.

468 | (2) In an action by the landlord for possession of a
469 | dwelling unit, if the tenant interposes any defense other than
470 | payment, including, but not limited to, the defense of a
471 | defective 3-day notice, the tenant shall pay into the registry
472 | of the court the accrued rent as alleged in the complaint or as
473 | determined by the court and the rent that ~~which~~ accrues during
474 | the pendency of the proceeding, when due. The clerk shall notify
475 | the tenant of such requirement in the summons. Failure of the
476 | tenant to pay the rent into the registry of the court or to file



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477 a motion to determine the amount of rent to be paid into the
478 registry within 5 days, excluding Saturdays, Sundays, and legal
479 holidays, after the date of service of process constitutes an
480 absolute waiver of the tenant's defenses other than payment, and
481 the landlord is entitled to an immediate default judgment for
482 removal of the tenant with a writ of possession to issue without
483 further notice or hearing thereon. If ~~In the event~~ a motion to
484 determine rent is filed, documentation in support of the
485 allegation that the rent as alleged in the complaint is in error
486 is required. Public housing tenants or tenants receiving rent
487 subsidies are ~~shall be~~ required to deposit only that portion of
488 the full rent for which they are ~~the tenant is~~ responsible
489 pursuant to the federal, state, or local program in which they
490 are participating.

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

493 83.62 Restoration of possession to landlord.—

494 (1) In an action for possession, after entry of judgment
495 in favor of the landlord, the clerk shall issue a writ to the
496 sheriff describing the premises and commanding the sheriff to
497 put the landlord in possession after 24 hours' notice
498 conspicuously posted on the premises. Saturdays, Sundays, and
499 legal holidays do not stay the 24-hour notice period.

500 Section 14. Section 83.63, Florida Statutes, is amended to
501 read:

502 83.63 Casualty damage.—If the premises are damaged or
503 destroyed other than by the wrongful or negligent acts of the
504 tenant so that the enjoyment of the premises is substantially



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505 impaired, the tenant may terminate the rental agreement and
506 immediately vacate the premises. The tenant may vacate the part
507 of the premises rendered unusable by the casualty, in which case
508 the tenant's liability for rent shall be reduced by the fair
509 rental value of that part of the premises damaged or destroyed.
510 If the rental agreement is terminated, the landlord shall comply
511 with s. 83.49(3) ~~{F.S. 1973}~~.

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

514 83.64 Retaliatory conduct.—

515 (1) It is unlawful for a landlord to discriminatorily
516 increase a tenant's rent or decrease services to a tenant, or to
517 bring or threaten to bring an action for possession or other
518 civil action, primarily because the landlord is retaliating
519 against the tenant. In order for the tenant to raise the defense
520 of retaliatory conduct, the tenant must have acted in good
521 faith. Examples of conduct for which the landlord may not
522 retaliate include, but are not limited to, situations where:

523 (a) The tenant has complained to a governmental agency
524 charged with responsibility for enforcement of a building,
525 housing, or health code of a suspected violation applicable to
526 the premises;

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

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

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



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533 | (e) The tenant has paid rent to a condominium,
534 | cooperative, or homeowners' association after demand from the
535 | association in order to pay the landlord's obligation to the
536 | association; or

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

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