

1                                   A bill to be entitled  
2       An act relating to landlords and tenants; amending s.  
3       83.42, F.S.; revising exclusions from application of  
4       part II of chapter 83, F.S., relating to residential  
5       tenancies; amending s. 83.48, F.S.; providing that the  
6       right to attorney fees may not be waived in a lease  
7       agreement; providing that attorney fees may not be  
8       awarded in a claim for personal injury damages based  
9       on a breach of duty of premises maintenance; amending  
10      s. 83.49, F.S.; revising and providing landlord  
11      disclosure requirements with respect to deposit money  
12      and advance rent; providing requirements for the  
13      disbursement of advance rents; providing a limited  
14      rebuttable presumption of receipt of security  
15      deposits; providing that certain changes to disclosure  
16      requirements made by this act are conditional;  
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. 83.56, F.S.; revising procedures  
22      for the termination of a rental agreement by a  
23      landlord; revising notice procedures; providing that a  
24      landlord does not waive the right to terminate the  
25      rental agreement or to bring a civil action for  
26      noncompliance by accepting partial rent, subject to  
27      certain notice; providing that the period to institute  
28      an action before an exemption involving rent subsidies

29 | is waived begins upon actual knowledge; amending s.  
 30 | 83.575, F.S.; revising requirements for the  
 31 | termination of a tenancy having a specific duration to  
 32 | provide for reciprocal notice provisions in rental  
 33 | agreements; amending ss. 83.58 and 83.59, F.S.;  
 34 | conforming cross-references; amending s. 83.60, F.S.;  
 35 | providing that a landlord must be given an opportunity  
 36 | to cure a deficiency in any notice or pleadings before  
 37 | dismissal of an eviction action; making technical  
 38 | changes; amending s. 83.62, F.S.; revising procedures  
 39 | for the restoration of possession to a landlord to  
 40 | provide that weekends and holidays do not stay the  
 41 | applicable notice period; amending s. 83.63, F.S.;  
 42 | conforming a cross-reference; amending s. 83.64, F.S.;  
 43 | providing examples of conduct for which the landlord  
 44 | may not retaliate; amending s. 723.063, F.S.;  
 45 | providing that a mobile home park owner must be given  
 46 | an opportunity to cure a deficiency in any notice or  
 47 | pleadings before dismissal of an eviction action;  
 48 | providing an effective date.

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

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

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 court costs, including  
 67 | attorney ~~attorney's~~ fees, from the nonprevailing party. The  
 68 | right to attorney fees in this section may not be waived in a  
 69 | lease agreement. However, attorney fees may not be awarded under  
 70 | this section in a claim for personal injury damages based on a  
 71 | 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 | furnish 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

93 Subsequent to providing such notice, if the landlord changes the  
 94 manner or location in which he or she is holding the advance  
 95 rent or security deposit, he or she shall notify the tenant  
 96 within 30 days after ~~of~~ the change according to the provisions  
 97 of paragraphs (a)-(d) herein set forth. The landlord is not  
 98 required to give a new notice or an additional notice solely  
 99 because the depository has merged with another financial  
 100 institution, changed its name, or transferred ownership to a  
 101 different financial institution. This subsection does not apply  
 102 to any landlord who rents fewer than five individual dwelling  
 103 units. Failure to provide this notice is ~~shall~~ not ~~be~~ a defense  
 104 to the payment of rent when due. Such written notice 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  
 108 the landlord has posted a surety bond as provided by law;
- 109 (c) State whether the tenant is entitled to interest on  
 110 the deposit; and
- 111 (d) Include 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. IF  
 125 YOU TIMELY OBJECT, THE LANDLORD MUST HOLD THE DEPOSIT  
 126 AND EITHER YOU OR THE LANDLORD WILL HAVE TO FILE A  
 127 LAWSUIT SO THAT THE COURT CAN RESOLVE THE DISPUTE.

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 HAS BEEN RENDERED WILL BE AWARDED  
 139 COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

140

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-

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

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 deposits from the previous owner or agent;  
 213 | however, the limit of this presumption is 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 contain disclosures  
 219 | compliant with current law. Accordingly, changes made by this  
 220 | act to the disclosure required of a landlord in amendments to s.  
 221 | 83.49, Florida Statutes, are conditional for leases entered into  
 222 | between July 1, 2012, and December 31, 2012. During that period,  
 223 | the landlord may elect to give notice required by s. 83.49,  
 224 | Florida Statutes 2011, or the disclosure required under this

225 act. The disclosure required by this act is required for all  
 226 leases entered into on or after January 1, 2013.

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

229 83.50 Disclosure of landlord's address.—

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

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

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

248 83.51 Landlord's obligation to maintain premises.—

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

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

252 (b) Where there are no applicable building, housing, or

253 health codes, maintain the roofs, windows, ~~screens~~, doors,  
 254 floors, steps, porches, exterior walls, foundations, and all  
 255 other structural components in good repair and capable of  
 256 resisting normal forces and loads and the plumbing in reasonable  
 257 working condition. ~~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. Subsections (2) through (5) of section 83.56,  
 280 Florida Statutes, are amended to read:

281 83.56 Termination of rental agreement.—

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

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

302  
 303 You are advised that your lease is terminated effective  
 304 immediately. You shall have 7 days from the delivery of this  
 305 letter to vacate the premises. This action is taken because  
 306 ...(cite the noncompliance)....

307  
 308 (b) If such noncompliance is of a nature that the tenant

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

324 |  
 325 |       You are hereby notified that ...(cite the  
 326 | noncompliance).... Demand is hereby made that you remedy the  
 327 | noncompliance within 7 days of receipt of this notice or your  
 328 | lease shall be deemed terminated and you shall vacate the  
 329 | premises upon such termination. If this same conduct or conduct  
 330 | of a similar nature is repeated within 12 months, your tenancy  
 331 | is subject to termination without further warning and without  
 332 | your being given an opportunity to cure the noncompliance.

333 |  
 334 |       (3) If the tenant fails to pay rent when due and the  
 335 | default continues for 3 days, excluding Saturday, Sunday, and  
 336 | legal holidays, after delivery of written demand by the landlord

337 for payment of the rent or possession of the premises, the  
 338 landlord may terminate the rental agreement. Legal holidays for  
 339 the purpose of this section shall be court-observed holidays  
 340 only. The 3-day notice shall contain a statement in  
 341 substantially the following form:

342  
 343       You are hereby notified that you are indebted to me in the  
 344 sum of .... dollars for the rent and use of the premises  
 345 ... (address of leased premises, including county) ..., Florida,  
 346 now occupied by you and that I demand payment of the rent or  
 347 possession of the premises within 3 days (excluding Saturday,  
 348 Sunday, and legal holidays) from the date of delivery of this  
 349 notice, to wit: on or before the .... day of ....., ... (year)....  
 350                       ... (landlord's name, address and phone number)...

351  
 352       (4) The delivery of the written notices required by  
 353 subsections (1), (2), and (3) shall be by mailing or delivery of  
 354 a true copy thereof or, if the tenant is absent from the  
 355 premises, by leaving a copy thereof at the residence. The notice  
 356 requirements of subsections (1), (2), and (3) may not be waived  
 357 in the lease.

358       (5) (a) If the landlord accepts rent with actual knowledge  
 359 of a noncompliance by the tenant or accepts performance by the  
 360 tenant of any other provision of the rental agreement that is at  
 361 variance with its provisions, or if the tenant pays rent with  
 362 actual knowledge of a noncompliance by the landlord or accepts  
 363 performance by the landlord of any other provision of the rental  
 364 agreement that is at variance with its provisions, the landlord

365 or tenant waives his or her right to terminate the rental  
 366 agreement or to bring a civil action for that noncompliance, but  
 367 not for any subsequent or continuing noncompliance. However, a  
 368 landlord does not waive the right to terminate the rental  
 369 agreement or to bring a civil action for that noncompliance by  
 370 accepting partial rent for the period.

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

379 (c) This subsection does not apply to that portion of rent  
 380 subsidies received from a local, state, or national government  
 381 or an agency of local, state, or national government; however,  
 382 waiver will occur if an action has not been instituted within 45  
 383 days after the landlord obtains actual knowledge of the  
 384 noncompliance.

385 Section 8. Subsection (1) of section 83.575, Florida  
 386 Statutes, is amended to read:

387 83.575 Termination of tenancy with specific duration.—

388 (1) A rental agreement with a specific duration may  
 389 contain a provision requiring the tenant to notify the landlord  
 390 within a specified period before vacating the premises at the  
 391 end of the rental agreement, if such provision requires the  
 392 landlord to notify the tenant within such notice period if the

393 rental agreement will not be renewed; however, a rental  
 394 agreement may not require more than 60 days' notice from either  
 395 the tenant or the landlord ~~before vacating the premises.~~

396 Section 9. Section 83.58, Florida Statutes, is amended to  
 397 read:

398 83.58 Remedies; tenant holding over.—If the tenant holds  
 399 over and continues in possession of the dwelling unit or any  
 400 part thereof after the expiration of the rental agreement  
 401 without the permission of the landlord, the landlord may recover  
 402 possession of the dwelling unit in the manner provided for in s.  
 403 83.59 ~~[F.S. 1973]~~. The landlord may also recover double the  
 404 amount of rent due on the dwelling unit, or any part thereof,  
 405 for the period during which the tenant refuses to surrender  
 406 possession.

407 Section 10. Subsection (2) of section 83.59, Florida  
 408 Statutes, is amended to read:

409 83.59 Right of action for possession.—

410 (2) A landlord, the landlord's attorney, or the landlord's  
 411 agent, applying for the removal of a tenant, shall file in the  
 412 county court of the county where the premises are situated a  
 413 complaint describing the dwelling unit and stating the facts  
 414 that authorize its recovery. A landlord's agent is not permitted  
 415 to take any action other than the initial filing of the  
 416 complaint, unless the landlord's agent is an attorney. The  
 417 landlord is entitled to the summary procedure provided in s.  
 418 51.011 ~~[F.S. 1971]~~, and the court shall advance the cause on the  
 419 calendar.

420 Section 11. Section 83.60, Florida Statutes, is amended to

421 read:

422 83.60 Defenses to action for rent or possession;  
423 procedure.—

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

433 (b) The defense of a material noncompliance with s.  
434 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have  
435 elapsed after the delivery of written notice by the tenant to  
436 the landlord, specifying the noncompliance and indicating the  
437 intention of the tenant not to pay rent by reason thereof. Such  
438 notice by the tenant may be given to the landlord, the  
439 landlord's representative as designated pursuant to s. 83.50~~(1)~~,  
440 a resident manager, or the person or entity who collects the  
441 rent on behalf of the landlord. A material noncompliance with s.  
442 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an  
443 action for possession based upon nonpayment of rent, and, upon  
444 hearing, the court or the jury, as the case may be, shall  
445 determine the amount, if any, by which the rent is to be reduced  
446 to reflect the diminution in value of the dwelling unit during  
447 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After  
448 consideration of all other relevant issues, the court shall

449 enter appropriate judgment.

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

473 Section 12. Subsection (1) of section 83.62, Florida  
474 Statutes, is amended to read:

475 83.62 Restoration of possession to landlord.—

476 (1) In an action for possession, after entry of judgment

477 in favor of the landlord, the clerk shall issue a writ to the  
 478 sheriff describing the premises and commanding the sheriff to  
 479 put the landlord in possession after 24 hours' notice  
 480 conspicuously posted on the premises. Weekends and legal  
 481 holidays do not stay the 24-hour notice period.

482 Section 13. Section 83.63, Florida Statutes, is amended to  
 483 read:

484 83.63 Casualty damage.—If the premises are damaged or  
 485 destroyed other than by the wrongful or negligent acts of the  
 486 tenant so that the enjoyment of the premises is substantially  
 487 impaired, the tenant may terminate the rental agreement and  
 488 immediately vacate the premises. The tenant may vacate the part  
 489 of the premises rendered unusable by the casualty, in which case  
 490 the tenant's liability for rent shall be reduced by the fair  
 491 rental value of that part of the premises damaged or destroyed.  
 492 If the rental agreement is terminated, the landlord shall comply  
 493 with s. 83.49(3) ~~{F.S. 1973}~~.

494 Section 14. Subsection (1) of section 83.64, Florida  
 495 Statutes, is amended to read:

496 83.64 Retaliatory conduct.—

497 (1) It is unlawful for a landlord to discriminatorily  
 498 increase a tenant's rent or decrease services to a tenant, or to  
 499 bring or threaten to bring an action for possession or other  
 500 civil action, primarily because the landlord is retaliating  
 501 against the tenant. In order for the tenant to raise the defense  
 502 of retaliatory conduct, the tenant must have acted in good  
 503 faith. Examples of conduct for which the landlord may not  
 504 retaliate include, but are not limited to, situations where:

505 (a) The tenant has complained to a governmental agency  
 506 charged with responsibility for enforcement of a building,  
 507 housing, or health code of a suspected violation applicable to  
 508 the premises;

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

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

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

515 (e) The tenant has paid rent to a condominium,  
 516 cooperative, or homeowners' association after demand from the  
 517 association in order to pay the landlord's obligation to the  
 518 association; or

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

521 Section 15. Subsection (1) of section 723.063, Florida  
 522 Statutes, is amended to read:

523 723.063 Defenses to action for rent or possession;  
 524 procedure.—

525 (1) (a) In any action based upon nonpayment of rent or  
 526 seeking to recover unpaid rent, or a portion thereof, the mobile  
 527 home owner may defend upon the ground of a material  
 528 noncompliance with any portion of this chapter or may raise any  
 529 other defense, whether legal or equitable, which he or she may  
 530 have. The mobile home park owner must be given an opportunity to  
 531 cure a deficiency in a notice or in the pleadings before  
 532 dismissal of the action.

533        (b) The defense of material noncompliance may be raised by  
534 the mobile home owner only if 7 days have elapsed after he or  
535 she has notified the park owner in writing of his or her  
536 intention not to pay rent, or a portion thereof, based upon the  
537 park owner's noncompliance with portions of this chapter,  
538 specifying in reasonable detail the provisions in default. A  
539 material noncompliance with this chapter by the park owner is a  
540 complete defense to an action for possession based upon  
541 nonpayment of rent, or a portion thereof, and, upon hearing, the  
542 court or the jury, as the case may be, shall determine the  
543 amount, if any, by which the rent is to be reduced to reflect  
544 the diminution in value of the lot during the period of  
545 noncompliance with any portion of this chapter. After  
546 consideration of all other relevant issues, the court shall  
547 enter appropriate judgment.

548        Section 16. This act shall take effect July 1, 2012.