



761160

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/03/2013	.	
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	.	
	.	

The Committee on Judiciary (Bradley) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

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

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

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



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14 Section 2. Section 83.48, Florida Statutes, is amended to
15 read:

16 83.48 Attorney ~~Attorney's~~ fees.—In any civil action brought
17 to enforce the provisions of the rental agreement or this part,
18 the party in whose favor a judgment or decree has been rendered
19 may recover reasonable attorney fees and court costs, ~~including~~
20 ~~attorney's fees~~, from the nonprevailing party. The right to
21 attorney fees in this section may not be waived in a lease
22 agreement. However, attorney fees may not be awarded under this
23 section in a claim for personal injury damages based on a breach
24 of duty under s. 83.51.

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

27 83.49 Deposit money or advance rent; duty of landlord and
28 tenant.—

29 (2) The landlord shall, in the lease agreement or within 30
30 days after ~~of~~ receipt of advance rent or a security deposit,
31 give written notice to notify the tenant which includes
32 disclosure of in writing of the manner in which the landlord is
33 ~~holding the advance rent or security deposit and the rate of~~
34 ~~interest, if any, which the tenant is to receive and the time of~~
35 ~~interest payments to the tenant. Such written notice shall:~~

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

37 ~~(b) State the name and address of the depository where the~~
38 ~~advance rent or security deposit is being held, whether the~~
39 ~~advance rent or security deposit is being held in a separate~~
40 ~~account for the benefit of the tenant or is commingled with~~
41 ~~other funds of the landlord, and, if commingled, whether such~~
42 ~~funds are deposited in an interest-bearing account in a Florida~~



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43 ~~banking institution.~~

44 ~~(c) Include a copy of the provisions of subsection (3).~~
45 Subsequent to providing such written notice, if the landlord
46 changes the manner or location in which he or she is holding the
47 advance rent or security deposit, he or she must ~~shall~~ notify
48 the tenant within 30 days after ~~of~~ the change as provided in
49 paragraphs (a)-(d). The landlord is not required to give new or
50 additional notice solely because the depository has merged with
51 another financial institution, changed its name, or transferred
52 ownership to a different financial institution ~~according to the~~
53 ~~provisions herein set forth.~~ This subsection does not apply to
54 any landlord who rents fewer than five individual dwelling
55 units. Failure to give ~~provide~~ this notice is ~~shall~~ not be a
56 defense to the payment of rent when due. The written notice
57 must:

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

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

62 (c) State whether the tenant is entitled to interest on the
63 deposit.

64 (d) Contain the following disclosure:

65
66 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
67 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS
68 THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST
69 GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND
70 YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU
71 NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S



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72 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
73 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
74 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD
75 WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT,
76 IF ANY.

77
78 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE
79 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT
80 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A
81 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY
82 LATER FILE A LAWSUIT CLAIMING A REFUND.

83
84 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
85 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
86 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
87 THE LOSING PARTY.

88
89 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
90 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
91 OBLIGATIONS.

92
93 (3) The landlord or the landlord's agent may disburse
94 advance rents from the deposit account to the landlord's benefit
95 when the advance rental period commences and without notice to
96 the tenant. For all other deposits:

97 (a) Upon the vacating of the premises for termination of
98 the lease, if the landlord does not intend to impose a claim on
99 the security deposit, the landlord shall have 15 days to return
100 the security deposit together with interest if otherwise



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101 required, or the landlord shall have 30 days to give the tenant
102 written notice by certified mail to the tenant's last known
103 mailing address of his or her intention to impose a claim on the
104 deposit and the reason for imposing the claim. The notice shall
105 contain a statement in substantially the following form:
106

107 This is a notice of my intention to impose a claim for
108 damages in the amount ofupon your security deposit, due to
109 It is sent to you as required by s. 83.49(3), Florida
110 Statutes. You are hereby notified that you must object in
111 writing to this deduction from your security deposit within 15
112 days from the time you receive this notice or I will be
113 authorized to deduct my claim from your security deposit. Your
114 objection must be sent to ...(landlord's address)....
115

116 If the landlord fails to give the required notice within
117 the 30-day period, he or she forfeits the right to impose a
118 claim upon the security deposit and may not seek a setoff
119 against the deposit but may file an action for damages after
120 return of the deposit.

121 (b) Unless the tenant objects to the imposition of the
122 landlord's claim or the amount thereof within 15 days after
123 receipt of the landlord's notice of intention to impose a claim,
124 the landlord may then deduct the amount of his or her claim and
125 shall remit the balance of the deposit to the tenant within 30
126 days after the date of the notice of intention to impose a claim
127 for damages. The failure of the tenant to make a timely
128 objection does not waive any rights of the tenant to seek
129 damages in a separate action.



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

135 (d) Compliance with this section by an individual or
136 business entity authorized to conduct business in this state,
137 including Florida-licensed real estate brokers and sales
138 associates, constitutes ~~shall constitute~~ compliance with all
139 other relevant Florida Statutes pertaining to security deposits
140 held pursuant to a rental agreement or other landlord-tenant
141 relationship. Enforcement personnel shall look solely to this
142 section to determine compliance. This section prevails over any
143 conflicting provisions in chapter 475 and in other sections of
144 the Florida Statutes, and shall operate to permit licensed real
145 estate brokers to disburse security deposits and deposit money
146 without having to comply with the notice and settlement
147 procedures contained in s. 475.25(1)(d).

148 (7) Upon the sale or transfer of title of the rental
149 property from one owner to another, or upon a change in the
150 designated rental agent, any and all security deposits or
151 advance rents being held for the benefit of the tenants shall be
152 transferred to the new owner or agent, together with any earned
153 interest and with an accurate accounting showing the amounts to
154 be credited to each tenant account. Upon the transfer of such
155 funds and records to the new owner or agent ~~as stated herein~~,
156 and upon transmittal of a written receipt therefor, the
157 transferor is ~~shall be~~ free from the obligation imposed in
158 subsection (1) to hold such moneys on behalf of the tenant.



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159 There is a rebuttable presumption that any new owner or agent
160 received the security deposit from the previous owner or agent;
161 however, this presumption is limited to 1 month's rent. This
162 subsection does not ~~However, nothing herein shall~~ excuse the
163 landlord or agent for a violation of other ~~the~~ provisions of
164 this section while in possession of such deposits.

165 Section 4. The Legislature recognizes that landlords may
166 have stocks of preprinted lease forms that comply with the
167 notice requirements of current law. Accordingly, for leases
168 entered into on or before December 31, 2013, a landlord may give
169 notice that contains the disclosure required in the changes made
170 by this act to s. 83.49, Florida Statutes, or the former notice
171 required in s. 83.49, Florida Statutes 2012. In any event, the
172 disclosure required by this act is only required for all leases
173 entered into under this part on or after January 1, 2014.

174 Section 5. Section 83.50, Florida Statutes, is amended to
175 read:

176 83.50 Disclosure of landlord's address.-

177 (1) In addition to any other disclosure required by law,
178 the landlord, or a person authorized to enter into a rental
179 agreement on the landlord's behalf, shall disclose in writing to
180 the tenant, at or before the commencement of the tenancy, the
181 name and address of the landlord or a person authorized to
182 receive notices and demands in the landlord's behalf. The person
183 so authorized to receive notices and demands retains authority
184 until the tenant is notified otherwise. All notices of such
185 names and addresses or changes thereto shall be delivered to the
186 tenant's residence or, if specified in writing by the tenant, to
187 any other address.



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

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

195 83.51 Landlord's obligation to maintain premises.—

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

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

199 (b) Where there are no applicable building, housing, or
200 health codes, maintain the roofs, windows, ~~screens,~~ doors,
201 floors, steps, porches, exterior walls, foundations, and all
202 other structural components in good repair and capable of
203 resisting normal forces and loads and the plumbing in reasonable
204 working condition. The landlord, at commencement of the tenancy,
205 must ensure that screens are installed in a reasonable
206 condition. Thereafter, the landlord must repair damage to
207 screens once annually, when necessary, until termination of the
208 rental agreement. However,

209
210 The landlord is ~~shall~~ not ~~be~~ required to maintain a mobile
211 home or other structure owned by the tenant. The landlord's
212 obligations under this subsection may be altered or modified in
213 writing with respect to a single-family home or duplex.

214 (2) (a) Unless otherwise agreed in writing, in addition to
215 the requirements of subsection (1), the landlord of a dwelling
216 unit other than a single-family home or duplex shall, at all



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217 times during the tenancy, make reasonable provisions for:

218 1. The extermination of rats, mice, roaches, ants, wood-
219 destroying organisms, and bedbugs. When vacation of the premises
220 is required for such extermination, the landlord is ~~shall~~ not be
221 liable for damages but shall abate the rent. The tenant must
222 ~~shall be required to~~ temporarily vacate the premises for a
223 period of time not to exceed 4 days, on 7 days' written notice,
224 if necessary, for extermination pursuant to this subparagraph.

225 2. Locks and keys.

226 3. The clean and safe condition of common areas.

227 4. Garbage removal and outside receptacles therefor.

228 5. Functioning facilities for heat during winter, running
229 water, and hot water.

230 Section 7. Section 83.54, Florida Statutes, is amended to
231 read:

232 83.54 Enforcement of rights and duties; civil action;
233 criminal offenses.—Any right or duty declared in this part is
234 enforceable by civil action. A right or duty enforced by civil
235 action under this section does not preclude prosecution for a
236 criminal offense related to the lease or leased property.

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

239 83.56 Termination of rental agreement.—

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

244 (a) If such noncompliance is of a nature that the tenant
245 should not be given an opportunity to cure it or if the



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246 noncompliance constitutes a subsequent or continuing
247 noncompliance within 12 months of a written warning by the
248 landlord of a similar violation, deliver a written notice to the
249 tenant specifying the noncompliance and the landlord's intent to
250 terminate the rental agreement by reason thereof. Examples of
251 noncompliance which are of a nature that the tenant should not
252 be given an opportunity to cure include, but are not limited to,
253 destruction, damage, or misuse of the landlord's or other
254 tenants' property by intentional act or a subsequent or
255 continued unreasonable disturbance. In such event, the landlord
256 may terminate the rental agreement, and the tenant shall have 7
257 days from the date that the notice is delivered to vacate the
258 premises. The notice shall be ~~adequate if it is~~ in substantially
259 the following form:

260
261 You are advised that your lease is terminated effective
262 immediately. You shall have 7 days from the delivery of this
263 letter to vacate the premises. This action is taken because
264 ... (cite the noncompliance)....

265
266 (b) If such noncompliance is of a nature that the tenant
267 should be given an opportunity to cure it, deliver a written
268 notice to the tenant specifying the noncompliance, including a
269 notice that, if the noncompliance is not corrected within 7 days
270 from the date that the written notice is delivered, the landlord
271 shall terminate the rental agreement by reason thereof. Examples
272 of such noncompliance include, but are not limited to,
273 activities in contravention of the lease or this part ~~act~~ such
274 as having or permitting unauthorized pets, guests, or vehicles;



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275 parking in an unauthorized manner or permitting such parking; or
276 failing to keep the premises clean and sanitary. If such
277 noncompliance recurs within 12 months after notice, an eviction
278 action may commence without delivering a subsequent notice
279 pursuant to paragraph (a) or this paragraph. The notice shall be
280 ~~adequate if it is~~ in substantially the following form:

281
282 You are hereby notified that ...(cite the
283 noncompliance).... Demand is hereby made that you remedy the
284 noncompliance within 7 days of receipt of this notice or your
285 lease shall be deemed terminated and you shall vacate the
286 premises upon such termination. If this same conduct or conduct
287 of a similar nature is repeated within 12 months, your tenancy
288 is subject to termination without further warning and without
289 your being given an opportunity to cure the noncompliance.

290
291 (3) If the tenant fails to pay rent when due and the
292 default continues for 3 days, excluding Saturday, Sunday, and
293 legal holidays, after delivery of written demand by the landlord
294 for payment of the rent or possession of the premises, the
295 landlord may terminate the rental agreement. Legal holidays for
296 the purpose of this section shall be court-observed holidays
297 only. The 3-day notice shall contain a statement in
298 substantially the following form:

299
300 You are hereby notified that you are indebted to me in the
301 sum of dollars for the rent and use of the premises
302 ...(address of leased premises, including county)..., Florida,
303 now occupied by you and that I demand payment of the rent or



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304 possession of the premises within 3 days (excluding Saturday,
305 Sunday, and legal holidays) from the date of delivery of this
306 notice, to wit: on or before the day of,... (year)....
307 ... (landlord's name, address and phone number)...

309 (4) The delivery of the written notices required by
310 subsections (1), (2), and (3) shall be by mailing or delivery of
311 a true copy thereof or, if the tenant is absent from the
312 premises, by leaving a copy thereof at the residence. The notice
313 requirements of subsections (1), (2), and (3) may not be waived
314 in the lease.

315 (5) (a) If the landlord accepts rent with actual knowledge
316 of a noncompliance by the tenant or accepts performance by the
317 tenant of any other provision of the rental agreement that is at
318 variance with its provisions, or if the tenant pays rent with
319 actual knowledge of a noncompliance by the landlord or accepts
320 performance by the landlord of any other provision of the rental
321 agreement that is at variance with its provisions, the landlord
322 or tenant waives his or her right to terminate the rental
323 agreement or to bring a civil action for that noncompliance, but
324 not for any subsequent or continuing noncompliance. However, a
325 landlord does not waive the right to terminate the rental
326 agreement or to bring a civil action for that noncompliance by
327 accepting partial rent for the period.

328 (b) Any tenant who wishes to defend against an action by
329 the landlord for possession of the unit for noncompliance of the
330 rental agreement or of relevant statutes must ~~shall~~ comply with
331 ~~the provisions in~~ s. 83.60(2). The court may not set a date for
332 mediation or trial unless the provisions of s. 83.60(2) have



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333 been met, but must ~~shall~~ enter a default judgment for removal of
334 the tenant with a writ of possession to issue immediately if the
335 tenant fails to comply with s. 83.60(2).

336 (c) This subsection does not apply to that portion of rent
337 subsidies received from a local, state, or national government
338 or an agency of local, state, or national government; however,
339 waiver will occur if an action has not been instituted within 45
340 days after the landlord obtains actual knowledge of the
341 noncompliance.

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

344 83.575 Termination of tenancy with specific duration.—

345 (1) A rental agreement with a specific duration may contain
346 a provision requiring the tenant to notify the landlord within a
347 specified period before vacating the premises at the end of the
348 rental agreement, if such provision requires the landlord to
349 notify the tenant within such notice period if the rental
350 agreement will not be renewed; however, a rental agreement may
351 not require more than 60 days' notice from either the tenant or
352 the landlord ~~before vacating the premises.~~

353 Section 10. Section 83.58, Florida Statutes, is amended to
354 read:

355 83.58 Remedies; tenant holding over.—If the tenant holds
356 over and continues in possession of the dwelling unit or any
357 part thereof after the expiration of the rental agreement
358 without the permission of the landlord, the landlord may recover
359 possession of the dwelling unit in the manner provided for in s.
360 83.59 ~~{F.S. 1973}~~. The landlord may also recover double the
361 amount of rent due on the dwelling unit, or any part thereof,



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362 for the period during which the tenant refuses to surrender
363 possession.

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

366 83.59 Right of action for possession.—

367 (2) A landlord, the landlord's attorney, or the landlord's
368 agent, applying for the removal of a tenant, shall file in the
369 county court of the county where the premises are situated a
370 complaint describing the dwelling unit and stating the facts
371 that authorize its recovery. A landlord's agent is not permitted
372 to take any action other than the initial filing of the
373 complaint, unless the landlord's agent is an attorney. The
374 landlord is entitled to the summary procedure provided in s.
375 51.011 ~~{F.S.—1971}~~, and the court shall advance the cause on the
376 calendar.

377 Section 12. Section 83.60, Florida Statutes, is amended to
378 read:

379 83.60 Defenses to action for rent or possession;
380 procedure.—

381 (1) (a) In an action by the landlord for possession of a
382 dwelling unit based upon nonpayment of rent or in an action by
383 the landlord under s. 83.55 seeking to recover unpaid rent, the
384 tenant may defend upon the ground of a material noncompliance
385 with s. 83.51(1) ~~{F.S.—1973}~~, or may raise any other defense,
386 whether legal or equitable, that he or she may have, including
387 the defense of retaliatory conduct in accordance with s. 83.64.
388 The landlord must be given an opportunity to cure a deficiency
389 in a notice or in the pleadings before dismissal of the action.

390 (b) The defense of a material noncompliance with s.



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391 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
392 elapsed after the delivery of written notice by the tenant to
393 the landlord, specifying the noncompliance and indicating the
394 intention of the tenant not to pay rent by reason thereof. Such
395 notice by the tenant may be given to the landlord, the
396 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
397 a resident manager, or the person or entity who collects the
398 rent on behalf of the landlord. A material noncompliance with s.
399 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
400 action for possession based upon nonpayment of rent, and, upon
401 hearing, the court or the jury, as the case may be, shall
402 determine the amount, if any, by which the rent is to be reduced
403 to reflect the diminution in value of the dwelling unit during
404 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
405 consideration of all other relevant issues, the court shall
406 enter appropriate judgment.

407 (2) In an action by the landlord for possession of a
408 dwelling unit, if the tenant interposes any defense other than
409 payment, including, but not limited to, the defense of a
410 defective 3-day notice, the tenant shall pay into the registry
411 of the court the accrued rent as alleged in the complaint or as
412 determined by the court and the rent that ~~which~~ accrues during
413 the pendency of the proceeding, when due. The clerk shall notify
414 the tenant of such requirement in the summons. Failure of the
415 tenant to pay the rent into the registry of the court or to file
416 a motion to determine the amount of rent to be paid into the
417 registry within 5 days, excluding Saturdays, Sundays, and legal
418 holidays, after the date of service of process constitutes an
419 absolute waiver of the tenant's defenses other than payment, and



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420 the landlord is entitled to an immediate default judgment for
421 removal of the tenant with a writ of possession to issue without
422 further notice or hearing thereon. If ~~In the event~~ a motion to
423 determine rent is filed, documentation in support of the
424 allegation that the rent as alleged in the complaint is in error
425 is required. Public housing tenants or tenants receiving rent
426 subsidies are ~~shall be~~ required to deposit only that portion of
427 the full rent for which they are ~~the tenant is~~ responsible
428 pursuant to the federal, state, or local program in which they
429 are participating.

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

432 83.62 Restoration of possession to landlord.—

433 (1) In an action for possession, after entry of judgment in
434 favor of the landlord, the clerk shall issue a writ to the
435 sheriff describing the premises and commanding the sheriff to
436 put the landlord in possession after 24 hours' notice
437 conspicuously posted on the premises. Saturdays, Sundays, and
438 legal holidays do not stay the 24-hour notice period.

439 Section 14. Section 83.63, Florida Statutes, is amended to
440 read:

441 83.63 Casualty damage.—If the premises are damaged or
442 destroyed other than by the wrongful or negligent acts of the
443 tenant so that the enjoyment of the premises is substantially
444 impaired, the tenant may terminate the rental agreement and
445 immediately vacate the premises. The tenant may vacate the part
446 of the premises rendered unusable by the casualty, in which case
447 the tenant's liability for rent shall be reduced by the fair
448 rental value of that part of the premises damaged or destroyed.



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449 If the rental agreement is terminated, the landlord shall comply
450 with s. 83.49(3) ~~{F.S. 1973}~~.

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

453 83.64 Retaliatory conduct.—

454 (1) It is unlawful for a landlord to discriminatorily
455 increase a tenant's rent or decrease services to a tenant, or to
456 bring or threaten to bring an action for possession or other
457 civil action, primarily because the landlord is retaliating
458 against the tenant. In order for the tenant to raise the defense
459 of retaliatory conduct, the tenant must have acted in good
460 faith. Examples of conduct for which the landlord may not
461 retaliate include, but are not limited to, situations where:

462 (a) The tenant has complained to a governmental agency
463 charged with responsibility for enforcement of a building,
464 housing, or health code of a suspected violation applicable to
465 the premises;

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

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

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

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

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

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



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

And the title is amended as follows:

Delete everything before the enacting clause
and insert:

A bill to be entitled

An act relating to landlords and tenants; amending s.
83.42, F.S.; revising exclusions from applicability of
the Florida Residential Landlord and Tenant Act;
amending s. 83.48, F.S.; providing that the right to
attorney fees may not be waived in a lease agreement;
providing that attorney fees may not be awarded in a
claim for personal injury damages based on a breach of
duty of premises maintenance; amending s. 83.49, F.S.;
revising and providing landlord disclosure
requirements with respect to security deposits and
advance rent; providing requirements for the
disbursement of advance rents; providing a limited
rebuttable presumption of receipt of security
deposits; providing for applicability of changes made
by the act to certain disclosure requirements;
amending s. 83.50, F.S.; removing certain landlord
disclosure requirements relating to fire protection;
amending s. 83.51, F.S.; revising a landlord's
obligation to maintain a premises with respect to
screens; amending s. 83.54, F.S.; providing that
enforcement of a right or duty under the Florida
Residential Landlord and Tenant Act by civil action
does not preclude prosecution of a criminal offense;



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507 amending s. 83.56, F.S.; revising procedures for the
508 termination of a rental agreement by a landlord;
509 revising notice procedures; providing that a landlord
510 does not waive the right to terminate the rental
511 agreement or to bring a civil action for noncompliance
512 by accepting partial rent, subject to certain notice;
513 providing that the period to institute an action
514 before an exemption involving rent subsidies is waived
515 begins upon actual knowledge; amending s. 83.575,
516 F.S.; revising requirements for the termination of a
517 tenancy having a specific duration to provide for
518 reciprocal notice provisions in rental agreements;
519 amending ss. 83.58 and 83.59, F.S.; conforming cross-
520 references; amending s. 83.60, F.S.; providing that a
521 landlord must be given an opportunity to cure a
522 deficiency in any notice or pleadings before dismissal
523 of an eviction action; making technical changes;
524 amending s. 83.62, F.S.; revising procedures for the
525 restoration of possession to a landlord to provide
526 that weekends and holidays do not stay the applicable
527 notice period; amending s. 83.63, F.S.; conforming a
528 cross-reference; amending s. 83.64, F.S.; providing
529 examples of conduct for which the landlord may not
530 retaliate; providing an effective date.