

By Senator Stargel

15-00223-13

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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 ch. 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 the requirements of landlord
11 disclosure relating to deposit money and advance rent;
12 authorizing the landlord or the landlord's agent to
13 disburse advance rent under certain circumstances;
14 prohibiting the landlord from seeking a setoff against
15 a security deposit, but authorizing the landlord to
16 file an action, under certain circumstances; providing
17 that a tenant who fails to make a timely objection to
18 a landlord's claim on a security deposit does not
19 waive any right to a separate action; providing a
20 limited rebuttable presumption of receipt of security
21 deposits; providing that certain changes to disclosure
22 requirements made by this act are conditional;
23 amending s. 83.50, F.S.; removing certain landlord
24 disclosure requirements relating to fire protection;
25 amending s. 83.51, F.S.; revising a landlord's
26 obligation to maintain premises with respect to
27 screens and to mobile homes or other structures owned
28 by a tenant; amending s. 83.56, F.S.; authorizing a
29 landlord to commence an eviction action without

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30 notice, under certain circumstances; providing that a
31 landlord does not waive the right to terminate the
32 rental agreement or to bring a civil action for
33 noncompliance by accepting partial rent, under certain
34 circumstances; providing that the period to institute
35 an action before an exemption involving rent subsidies
36 is waived begins within a specified period after
37 actual knowledge of a noncompliance; amending s.
38 83.575, F.S.; revising requirements for the
39 termination of a tenancy having a specific duration to
40 provide for reciprocal notice provisions in rental
41 agreements; amending ss. 83.58 and 83.59, F.S.;

42 conforming cross-references; amending s. 83.60, F.S.;

43 requiring that a landlord be given an opportunity to
44 cure a deficiency in any notice or pleading before
45 dismissal of an eviction action, under certain
46 circumstances; requiring that a tenant pay into the
47 registry of the court the accrued rent if the tenant
48 uses certain defenses in an action by a landlord for
49 possession; amending s. 83.62, F.S.; providing that
50 weekends and holidays do not stay the applicable
51 notice period in an action by a landlord for
52 possession, under certain circumstances; amending s.
53 83.63, F.S.; conforming a cross-reference; amending s.
54 83.64, F.S.; prohibiting a landlord from retaliating
55 against a tenant for certain conducts; amending s.
56 723.063, F.S.; requiring that a mobile home park owner
57 be given an opportunity to cure a deficiency in any
58 notice or pleading before dismissal of an eviction

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59 action, under certain circumstances; providing an
60 effective date.

61

62 Be It Enacted by the Legislature of the State of Florida:

63

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

66 83.42 Exclusions from application of part.—This part does
67 not apply to:

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

73 Section 2. Section 83.48, Florida Statutes, is amended to
74 read:

75 83.48 Attorney ~~Attorney's~~ fees.—In a ~~any~~ civil action
76 brought to enforce the ~~provisions of the~~ rental agreement or
77 this part, the party in whose favor a judgment or decree has
78 been rendered may recover reasonable court costs, including
79 attorney ~~attorney's~~ fees, from the nonprevailing party. The
80 right to attorney fees in this section may not be waived in a
81 lease agreement. However, attorney fees may not be awarded under
82 this section in a claim for personal injury damages based on a
83 breach of duty under s. 83.51.

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

86 83.49 Deposit money or advance rent; duty of landlord and
87 tenant.—

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88 (2) The landlord shall, in the lease agreement or within 30
89 days after ~~of~~ receipt of advance rent or a security deposit,
90 furnish a written notice to notify the tenant which includes
91 disclosure of in writing of the manner in which the landlord is
92 holding the advance rent or security deposit and the rate of
93 interest, if any, which the tenant is to receive and the time of
94 interest payments to the tenant. Such written notice shall:

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

96 ~~(b) State the name and address of the depository where the~~
97 ~~advance rent or security deposit is being held, whether the~~
98 ~~advance rent or security deposit is being held in a separate~~
99 ~~account for the benefit of the tenant or is commingled with~~
100 ~~other funds of the landlord, and, if commingled, whether such~~
101 ~~funds are deposited in an interest-bearing account in a Florida~~
102 ~~banking institution.~~

103 ~~(c) Include a copy of the provisions of subsection (3).~~

104
105 After ~~Subsequent to~~ providing such notice, if the landlord
106 changes the manner or location in which he or she is holding the
107 advance rent or security deposit, he or she shall notify the
108 tenant within 30 days after ~~of~~ the change according to the
109 provisions of paragraphs (a)-(d) herein set forth. The landlord
110 is not required to give a new notice or an additional notice
111 solely because the depository has merged with another financial
112 institution, changed its name, or transferred ownership to a
113 different financial institution. This subsection does not apply
114 to any landlord who rents fewer than five individual dwelling
115 units. Failure to provide this notice is ~~shall~~ not ~~be~~ a defense
116 to the payment of rent when due. The written notice must:

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- 117 (a) Be given in person or by mail to the tenant;
118 (b) State the name and address of the depository where the
119 advance rent or security deposit is being held, or state that
120 the landlord has posted a surety bond as provided by law;
121 (c) State whether the tenant is entitled to interest on the
122 deposit; and
123 (d) Include the following disclosure:

124
125 Your lease requires payment of certain deposits. The
126 landlord may transfer, without any notice to you,
127 advance rent from your deposit to the landlord's
128 account as rent is due. When you move out, you must
129 give the landlord your new address so that the
130 landlord can send you notices regarding your deposit.
131 The landlord must mail you notice, within 30 days
132 after you move out, of the landlord's intent to impose
133 a claim against the deposit. If you do not reply to
134 the landlord stating your objection to the claim
135 within 15 days after receipt of the landlord's notice,
136 the landlord will collect the claim and must mail you
137 the remaining deposit, if any. If you timely object,
138 the landlord must hold the deposit, and either you or
139 the landlord will have to file a lawsuit so that the
140 court can resolve the dispute.

141
142 If the landlord fails to timely mail you notice, the
143 landlord must return the deposit but may later file a
144 lawsuit against you for damages. If you fail to timely
145 object to a claim, the landlord may collect from the

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146 deposit, but you may later file a lawsuit claiming a
147 refund.

148
149 You should attempt to informally resolve any dispute
150 before filing a lawsuit. Generally, the party in whose
151 favor a judgment has been rendered will be awarded
152 costs and attorney fees payable by the losing party.

153
154 This disclosure is basic. Please refer to part II of
155 chapter 83, Florida Statutes, to determine your legal
156 rights and obligations.

157
158 (3) The landlord or the landlord's agent may disburse,
159 without notice to the tenant, advance rent from the deposit
160 account to the landlord's benefit when the advance rental period
161 begins. For all other deposits:

162 (a) Upon the vacating of the premises for termination of
163 the lease, if the landlord does not intend to impose a claim on
164 the security deposit, the landlord has ~~shall have~~ 15 days to
165 return the security deposit together with interest if otherwise
166 required, or the landlord has ~~shall have~~ 30 days to give the
167 tenant written notice by certified mail to the tenant's last
168 known mailing address of the landlord's ~~his or her~~ intention to
169 impose a claim on the deposit and the reason for imposing the
170 claim. The notice must ~~shall~~ contain a statement in
171 substantially the following form:

172
173 This is a notice of my intention to impose a claim for
174 damages in the amount of upon your security deposit, due to

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175It is sent to you as required by s. 83.49(3), Florida
 176 Statutes. You are hereby notified that you must object in
 177 writing to this deduction from your security deposit within 15
 178 days after ~~from~~ the time you receive this notice or I will be
 179 authorized to deduct my claim from your security deposit. Your
 180 objection must be sent to(landlord's address).....
 181

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

187 (b) Unless the tenant objects to the ~~imposition of the~~
 188 landlord's claim or the amount thereof within 15 days after
 189 receipt of the landlord's notice of intention to impose a claim,
 190 the landlord may ~~then~~ deduct the amount of the ~~his or her~~ claim
 191 and shall remit the balance of the deposit to the tenant within
 192 30 days after the date of the notice of intention to impose a
 193 claim for damages. The failure of the tenant to make a timely
 194 objection does not waive any right of the tenant to seek damages
 195 in a separate action.

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

201 (d) Compliance with this section by an individual or
 202 business entity authorized to conduct business in this state,
 203 including Florida-licensed real estate brokers and sales

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204 associates, constitutes ~~shall constitute~~ compliance with all
205 other relevant Florida Statutes pertaining to security deposits
206 held pursuant to a rental agreement or other landlord-tenant
207 relationship. Enforcement personnel shall look solely to this
208 section to determine compliance. This section prevails over any
209 conflicting provisions in chapter 475 and in other sections of
210 the Florida Statutes, and must ~~shall~~ operate to permit licensed
211 real estate brokers to disburse security deposits and deposit
212 money without having to comply with the notice and settlement
213 procedures contained in s. 475.25(1)(d).

214 (7) Upon the sale or transfer of title of the rental
215 property from one owner to another, or upon a change in the
216 designated rental agent, ~~any and~~ all security deposits or
217 advance rents being held for the benefit of the tenants shall be
218 transferred to the new owner or agent, together with any earned
219 interest and with an accurate accounting showing the amounts to
220 be credited to each tenant account. Upon the transfer of such
221 funds and records to the new owner or agent as stated herein,
222 and upon transmittal of a written receipt therefor, the
223 transferor is ~~shall be~~ free from the obligation imposed in
224 subsection (1) to hold such moneys on behalf of the tenant.
225 There is a rebuttable presumption that any new owner or agent
226 received the security deposits from the previous owner or agent;
227 however, the limit of this presumption is 1 month's rent. This
228 subsection does not ~~However, nothing herein shall~~ excuse the
229 landlord or agent for a violation of other ~~the~~ provisions of
230 this section while in possession of such deposits.

231 Section 4. The Legislature recognizes that landlords may
232 have stocks of preprinted lease forms that contain disclosures

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233 compliant with current law. Accordingly, changes made by this
234 act to the disclosure required of a landlord in amendments to s.
235 83.49, Florida Statutes, are conditional for leases entered into
236 between July 1, 2013, and December 31, 2013. During this period,
237 the landlord may elect to give notice required by s. 83.49,
238 Florida Statutes, as the section is before the changes made by
239 this act, or to give notice required under this act. The notice
240 required under this act applies to all leases entered into on or
241 after January 1, 2014.

242 Section 5. Section 83.50, Florida Statutes, is amended to
243 read:

244 83.50 Disclosure of landlord's address.—

245 ~~(1)~~ In addition to other disclosures required by law, the
246 landlord, or a person authorized to enter into a rental
247 agreement on the landlord's behalf, shall disclose in writing to
248 the tenant, at or before the commencement of the tenancy, the
249 name and address of the landlord or a person authorized to
250 receive notices and demands on ~~in~~ the landlord's behalf. The
251 person ~~se~~ authorized to receive notices and demands retains
252 authority until the tenant is notified otherwise. All notices of
253 such names and addresses or changes thereto shall be delivered
254 to the tenant's residence or, if specified in writing by the
255 tenant, to any other address.

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

261 Section 6. Subsection (1) and paragraph (a) of subsection

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262 (2) of section 83.51, Florida Statutes, are amended to read:

263 83.51 Landlord's obligation to maintain premises.—

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

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

267 (b) If ~~Where~~ there are no applicable building, housing, or
268 health codes, maintain the roofs, windows, ~~screens~~, doors,
269 floors, steps, porches, exterior walls, foundations, and all
270 other structural components in good repair and capable of
271 resisting normal forces and loads and the plumbing in reasonable
272 working condition. ~~However,~~

273

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

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

282 1. The extermination of rats, mice, roaches, ants, wood-
283 destroying organisms, and bedbugs. When vacation of the premises
284 is required for such extermination, the landlord is ~~shall~~ not ~~be~~
285 liable for damages but shall abate the rent. The tenant must
286 ~~shall be required to~~ temporarily vacate the premises for a
287 period of time not to exceed 4 days, on 7 days' written notice,
288 if necessary, for extermination pursuant to this subparagraph.

289 2. Locks and keys.

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

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291 4. Garbage removal and outside receptacles therefor.

292 5. Functioning facilities for heat during winter, running
293 water, and hot water.

294 Section 7. Subsections (2) through (5) of section 83.56,
295 Florida Statutes, are amended to read:

296 83.56 Termination of rental agreement.—

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

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

317
318 You are advised that your lease is terminated effective
319 immediately. You ~~shall~~ have 7 days from the delivery of this

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320 letter to vacate the premises. This action is taken because
 321 (cite the noncompliance).....

322
 323 (b) If such noncompliance is of a nature that the tenant
 324 should be given an opportunity to cure it, deliver a written
 325 notice to the tenant specifying the noncompliance, including a
 326 notice that, if the noncompliance is not corrected within 7 days
 327 after ~~from~~ the date the written notice is delivered, the
 328 landlord may ~~shall~~ terminate the rental agreement by reason
 329 thereof. Examples of such noncompliance include, but are not
 330 limited to, activities in contravention of the lease or this
 331 part ~~act~~ such as having or permitting unauthorized pets, guests,
 332 or vehicles; parking in an unauthorized manner or permitting
 333 such parking; or failing to keep the premises clean and
 334 sanitary. The notice must ~~shall~~ be ~~adequate if it is~~ in
 335 substantially the following form:

336
 337 You are hereby notified that(cite the
 338 noncompliance)..... Demand is hereby made that you remedy the
 339 noncompliance within 7 days after ~~of~~ receipt of this notice or
 340 your lease is ~~shall be~~ deemed terminated and you shall vacate
 341 the premises upon such termination. If this same conduct or
 342 conduct of a similar nature is repeated within 12 months, your
 343 tenancy is subject to termination without further warning and
 344 without your being given an opportunity to cure the
 345 noncompliance.

346
 347 If the noncompliance recurs within 12 months after the notice is
 348 delivered pursuant to this paragraph, an eviction action may

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349 commence without the necessity of delivering a subsequent
 350 notice.

351 (3) If the tenant fails to pay rent when due and the
 352 default continues for 3 days, excluding Saturday, Sunday, and
 353 legal holidays, after delivery of written demand by the landlord
 354 for payment of the rent or possession of the premises, the
 355 landlord may terminate the rental agreement. Legal holidays for
 356 the purpose of this section shall be court-observed holidays
 357 only. The 3-day notice must ~~shall~~ contain a statement in
 358 substantially the following form:

359
 360 You are hereby notified that you are indebted to me in the
 361 sum of dollars for the rent and use of the premises
 362 (address of leased premises, including county),
 363 Florida, now occupied by you and that I demand payment of the
 364 rent or possession of the premises within 3 days (excluding
 365 Saturday, Sunday, and legal holidays) from the date of delivery
 366 of this notice, to wit: on or before the day of
 367,.....(year).(landlord's name, address and phone
 368 number)....

369
 370 (4) The delivery of the written notices required by
 371 subsections (1), (2), and (3) shall be by mailing or delivery of
 372 a true copy thereof or, if the tenant is absent from the
 373 premises, by leaving a copy thereof at the residence. The notice
 374 requirements of subsections (1), (2), and (3) may not be waived
 375 in the lease.

376 (5) (a) If the landlord accepts rent with actual knowledge
 377 of a noncompliance by the tenant or accepts performance by the

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378 tenant of any other provision of the rental agreement that is at
379 variance with its provisions, or if the tenant pays rent with
380 actual knowledge of a noncompliance by the landlord or accepts
381 performance by the landlord of any other provision of the rental
382 agreement that is at variance with its provisions, the landlord
383 or tenant waives his or her right to terminate the rental
384 agreement or to bring a civil action for that noncompliance, but
385 not for any subsequent or continuing noncompliance. However, a
386 landlord does not waive the right to terminate the rental
387 agreement or to bring a civil action for that noncompliance by
388 accepting only partial rent for the rental period.

389 (b) A ~~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
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 8. 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 contain

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407 a provision requiring the tenant to notify the landlord within a
408 specified period before vacating the premises at the end of the
409 rental agreement if the provision also requires the landlord to
410 notify the tenant within the same specified period before
411 terminating the rental agreement at the end of the agreement;
412 however, a rental agreement may not require more than 60 days'
413 notice from the tenant or the landlord ~~before vacating the~~
414 ~~premises.~~

415 Section 9. Section 83.58, Florida Statutes, is amended to
416 read:

417 83.58 Remedies; tenant holding over.—If the tenant holds
418 over and continues in possession of the dwelling unit or any
419 part thereof after the expiration of the rental agreement
420 without the permission of the landlord, the landlord may recover
421 possession of the dwelling unit in the manner provided for in s.
422 83.59 ~~[F.S. 1973]~~. The landlord may also recover double the
423 amount of rent due on the dwelling unit, or any part thereof,
424 for the period during which the tenant refuses to surrender
425 possession.

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

428 83.59 Right of action for possession.—

429 (2) A landlord, the landlord's attorney, or the landlord's
430 agent, applying for the removal of a tenant, shall file in the
431 county court of the county where the premises are situated a
432 complaint describing the dwelling unit and stating the facts
433 that authorize its recovery. A landlord's agent is not permitted
434 to take any action other than the initial filing of the
435 complaint, unless the landlord's agent is an attorney. The

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436 landlord is entitled to the summary procedure provided in s.
437 51.011 ~~{F.S. 1971}~~, and the court shall advance the cause on the
438 calendar.

439 Section 11. Section 83.60, Florida Statutes, is amended to
440 read:

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

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

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

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465 the rent is to be reduced to reflect the diminution in value of
466 the dwelling unit during the period of noncompliance with s.
467 83.51(1) [~~F.S. 1973~~]. After consideration of all other relevant
468 issues, the court shall enter appropriate judgment.

469 (2) In an action by the landlord for possession of a
470 dwelling unit, if the tenant interposes any defense other than
471 payment, including, but not limited to, the defense of a
472 defective 3-day notice, the tenant shall pay into the registry
473 of the court the accrued rent as alleged in the complaint or as
474 determined by the court and the rent that ~~which~~ accrues during
475 the pendency of the proceeding, when due. The clerk shall notify
476 the tenant of such requirement in the summons. Failure of the
477 tenant to pay the rent into the registry of the court or to file
478 a motion to determine the amount of rent to be paid into the
479 registry within 5 days, excluding Saturdays, Sundays, and legal
480 holidays, after the date of service of process constitutes an
481 absolute waiver of the tenant's defenses other than payment, and
482 the landlord is entitled to an immediate default judgment for
483 removal of the tenant with a writ of possession to issue without
484 further notice or hearing thereon. If ~~In the event~~ a motion to
485 determine rent is filed, documentation in support of the
486 allegation that the rent as alleged in the complaint is in error
487 is required. Public housing tenants or tenants receiving rent
488 subsidies shall ~~be required to~~ deposit only that portion of the
489 full rent for which they are ~~the tenant is~~ responsible pursuant
490 to the federal, state, or local program in which they are
491 participating.

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

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494 83.62 Restoration of possession to landlord.—

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

501 Section 13. Section 83.63, Florida Statutes, is amended to
 502 read:

503 83.63 Casualty damage.—If the premises are damaged or
 504 destroyed other than by the wrongful or negligent acts of the
 505 tenant so that the enjoyment of the premises is substantially
 506 impaired, the tenant may terminate the rental agreement and
 507 immediately vacate the premises. The tenant may vacate the part
 508 of the premises rendered unusable by the casualty, in which case
 509 the tenant's liability for rent shall be reduced by the fair
 510 rental value of that part of the premises damaged or destroyed.
 511 If the rental agreement is terminated, the landlord shall comply
 512 with s. 83.49(3) ~~{F.S. 1973}~~.

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

515 83.64 Retaliatory conduct.—

516 (1) ~~It is unlawful for~~ A landlord may not ~~to~~
 517 discriminatorily increase a tenant's rent, or ~~or~~ decrease services
 518 to a tenant, or ~~to~~ bring or threaten to bring an action for
 519 possession or other civil action, ~~7~~ primarily because the landlord
 520 is retaliating against the tenant. In order for the tenant to
 521 raise the defense of retaliatory conduct, the tenant must have
 522 acted in good faith. Examples of conduct for which the landlord

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523 may not retaliate include, but are not limited to, situations in
524 which ~~where~~:

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

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

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

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

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

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

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

542 723.063 Defenses to action for rent or possession;
543 procedure.—

544 (1) (a) In any action based upon nonpayment of rent or
545 seeking to recover unpaid rent, or a portion thereof, the mobile
546 home owner may defend upon the ground of a material
547 noncompliance with any portion of this chapter or may raise any
548 other defense, whether legal or equitable, which he or she may
549 have. The park owner must be given an opportunity to cure a
550 deficiency in a notice or in the pleadings before dismissal of
551 the action.

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552 (b) The defense of material noncompliance may be raised by
553 the mobile home owner only if 7 days have elapsed after he or
554 she has notified the park owner in writing of his or her
555 intention not to pay rent, or a portion thereof, based upon the
556 park owner's noncompliance with portions of this chapter,
557 specifying in reasonable detail the provisions in default. A
558 material noncompliance with this chapter by the park owner is a
559 complete defense to an action for possession based upon
560 nonpayment of rent, or a portion thereof, and, upon hearing, the
561 court or the jury, as the case may be, shall determine the
562 amount, if any, by which the rent is to be reduced to reflect
563 the diminution in value of the lot during the period of
564 noncompliance with any portion of this chapter. After
565 consideration of all other relevant issues, the court shall
566 enter appropriate judgment.

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