

2013490e1

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

2013490e1

30 by accepting partial rent, subject to certain notice;
31 requiring the landlord to follow specified procedures
32 if the landlord receives partial rent after posting
33 the 3-day notice; providing that the period to
34 institute an action before an exemption involving rent
35 subsidies is waived begins upon actual knowledge;
36 amending s. 83.575, F.S.; revising requirements for
37 the termination of a tenancy having a specific
38 duration to provide for reciprocal notice provisions
39 in rental agreements; amending ss. 83.58 and 83.59,
40 F.S.; conforming cross-references; amending s. 83.60,
41 F.S.; providing that a landlord must be given an
42 opportunity to cure a deficiency in any notice or
43 pleadings before dismissal of an eviction action;
44 making technical changes; amending s. 83.62, F.S.;
45 revising procedures for the restoration of possession
46 to a landlord to provide that weekends and holidays do
47 not stay the applicable notice period; amending s.
48 83.63, F.S.; conforming a cross-reference; amending s.
49 83.64, F.S.; providing examples of conduct for which
50 the landlord may not retaliate; providing an effective
51 date.

52
53 Be It Enacted by the Legislature of the State of Florida:

54
55 Section 1. Subsection (2) of section 83.42, Florida
56 Statutes, is amended to read:

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

2013490e1

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

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

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

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

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

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

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

87 ~~(b) State the name and address of the depository where the~~

2013490e1

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

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

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

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

112 (c) State whether the tenant is entitled to interest on the
113 deposit.

114 (d) Contain the following disclosure:

115
116 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE

2013490e1

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

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

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

140
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

2013490e1

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

2013490e1

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

2013490e1

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

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

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

228 83.50 Disclosure of landlord's address.—

229 ~~(1)~~ In addition to any other disclosure required by law,
230 the landlord, or a person authorized to enter into a rental
231 agreement on the landlord's behalf, shall disclose in writing to
232 the tenant, at or before the commencement of the tenancy, the

2013490e1

233 name and address of the landlord or a person authorized to
234 receive notices and demands in the landlord's behalf. The person
235 so authorized to receive notices and demands retains authority
236 until the tenant is notified otherwise. All notices of such
237 names and addresses or changes thereto shall be delivered to the
238 tenant's residence or, if specified in writing by the tenant, to
239 any other address.

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

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

247 83.51 Landlord's obligation to maintain premises.—

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

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

251 (b) Where there are no applicable building, housing, or
252 health codes, maintain the roofs, windows, ~~screens,~~ doors,
253 floors, steps, porches, exterior walls, foundations, and all
254 other structural components in good repair and capable of
255 resisting normal forces and loads and the plumbing in reasonable
256 working condition. The landlord, at commencement of the tenancy,
257 must ensure that screens are installed in a reasonable
258 condition. Thereafter, the landlord must repair damage to
259 screens once annually, when necessary, until termination of the
260 rental agreement. ~~However,~~

261

2013490e1

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

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

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

277 2. Locks and keys.

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

279 4. Garbage removal and outside receptacles therefor.

280 5. Functioning facilities for heat during winter, running
281 water, and hot water.

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

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

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

2013490e1

291 83.56 Termination of rental agreement.—

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

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

312

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

317

318 (b) If such noncompliance is of a nature that the tenant
319 should be given an opportunity to cure it, deliver a written

2013490e1

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

333
334 You are hereby notified that ...(cite the
335 noncompliance).... Demand is hereby made that you remedy the
336 noncompliance within 7 days of receipt of this notice or your
337 lease shall be deemed terminated and you shall vacate the
338 premises upon such termination. If this same conduct or conduct
339 of a similar nature is repeated within 12 months, your tenancy
340 is subject to termination without further warning and without
341 your being given an opportunity to cure the noncompliance.

342
343 (3) If the tenant fails to pay rent when due and the
344 default continues for 3 days, excluding Saturday, Sunday, and
345 legal holidays, after delivery of written demand by the landlord
346 for payment of the rent or possession of the premises, the
347 landlord may terminate the rental agreement. Legal holidays for
348 the purpose of this section shall be court-observed holidays

2013490e1

349 only. The 3-day notice shall contain a statement in
350 substantially the following form:

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

359
360 ...(landlord's name, address and phone number)...

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

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

2013490e1

378 landlord does not waive the right to terminate the rental
379 agreement or to bring a civil action for that noncompliance by
380 accepting partial rent for the period. If partial rent is
381 received after posting the notice for non-payment, the landlord
382 must:

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

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

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

390 (b) Any tenant who wishes to defend against an action by
391 the landlord for possession of the unit for noncompliance of the
392 rental agreement or of relevant statutes must ~~shall~~ comply with
393 ~~the provisions in~~ s. 83.60(2). The court may not set a date for
394 mediation or trial unless the provisions of s. 83.60(2) have
395 been met, but must ~~shall~~ enter a default judgment for removal of
396 the tenant with a writ of possession to issue immediately if the
397 tenant fails to comply with s. 83.60(2).

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

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

406 83.575 Termination of tenancy with specific duration.—

2013490e1

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

415 Section 10. 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 11. 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

2013490e1

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 12. 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~~(1)~~,
459 a resident manager, or the person or entity who collects the
460 rent on behalf of the landlord. A material noncompliance with s.
461 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
462 action for possession based upon nonpayment of rent, and, upon
463 hearing, the court or the jury, as the case may be, shall
464 determine the amount, if any, by which the rent is to be reduced

2013490e1

465 to reflect the diminution in value of the dwelling unit during
466 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
467 consideration of all other relevant issues, the court shall
468 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 are ~~shall be~~ required to deposit only that portion of
489 the full rent for which they are ~~the tenant is~~ responsible
490 pursuant to the federal, state, or local program in which they
491 are participating.

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

2013490e1

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. Saturdays, Sundays, and
500 legal holidays do not stay the 24-hour notice period.

501 Section 14. 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 15. 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 to discriminatorily
517 increase a tenant's rent or decrease services to a tenant, or to
518 bring or threaten to bring an action for possession or other
519 civil action, primarily because the landlord is retaliating
520 against the tenant. In order for the tenant to raise the defense
521 of retaliatory conduct, the tenant must have acted in good
522 faith. Examples of conduct for which the landlord may not

2013490e1

523 retaliate include, but are not limited to, situations where:

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

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

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

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

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

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

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