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591-02484A-17

Proposed Committee Substitute by the Committee on Criminal
Justice

A bill to be entitled

An act relating to landlords and tenants; amending s.
83.51, F.S.; providing a civil penalty for the failure
of a landlord to remedy certain violations relating to
maintenance of the premises, after notice; providing
an effective date.

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

Section 1. Subsections (1) through (4) of section 83.51,
Florida Statutes, are republished, and subsection (5) is added
to that section, to read:

83.51 Landlord's obligation to maintain premises.—

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

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

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

The landlord is not required to maintain a mobile home or other



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28 structure owned by the tenant. The landlord's obligations under
29 this subsection may be altered or modified in writing with
30 respect to a single-family home or duplex.

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

35 1. The extermination of rats, mice, roaches, ants, wood-
36 destroying organisms, and bedbugs. When vacation of the premises
37 is required for such extermination, the landlord is not liable
38 for damages but shall abate the rent. The tenant must
39 temporarily vacate the premises for a period of time not to
40 exceed 4 days, on 7 days' written notice, if necessary, for
41 extermination pursuant to this subparagraph.

42 2. Locks and keys.

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

44 4. Garbage removal and outside receptacles therefor.

45 5. Functioning facilities for heat during winter, running
46 water, and hot water.

47 (b) Unless otherwise agreed in writing, at the commencement
48 of the tenancy of a single-family home or duplex, the landlord
49 shall install working smoke detection devices. As used in this
50 paragraph, the term "smoke detection device" means an electrical
51 or battery-operated device which detects visible or invisible
52 particles of combustion and which is listed by Underwriters
53 Laboratories, Inc., Factory Mutual Laboratories, Inc., or any
54 other nationally recognized testing laboratory using nationally
55 accepted testing standards.

56 (c) Nothing in this part authorizes the tenant to raise a



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57 noncompliance by the landlord with this subsection as a defense
58 to an action for possession under s. 83.59.

59 (d) This subsection shall not apply to a mobile home owned
60 by a tenant.

61 (e) Nothing contained in this subsection prohibits the
62 landlord from providing in the rental agreement that the tenant
63 is obligated to pay costs or charges for garbage removal, water,
64 fuel, or utilities.

65 (3) If the duty imposed by subsection (1) is the same or
66 greater than any duty imposed by subsection (2), the landlord's
67 duty is determined by subsection (1).

68 (4) The landlord is not responsible to the tenant under
69 this section for conditions created or caused by the negligent
70 or wrongful act or omission of the tenant, a member of the
71 tenant's family, or other person on the premises with the
72 tenant's consent.

73 (5) A landlord who violates any provision of this section
74 and fails to remedy the violation within 15 days after written
75 notice from the tenant is liable to the tenant for actual and
76 consequential damages or 1 month's rent, whichever is greater,
77 and costs, including attorney fees. Subsequent or repeated
78 violations that are not contemporaneous with the initial
79 violation are subject to separate awards of damages.

80 Section 2. This act shall take effect October 1, 2017.