

By Senator Rodriguez

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1 A bill to be entitled
2 An act relating to landlords and tenants; amending s.
3 83.43, F.S.; revising the definition of the term
4 "tenant"; creating s. 83.455, F.S.; providing
5 requirements for rental agreements; requiring
6 landlords to provide certain information with rental
7 agreements; amending s. 83.46, F.S.; requiring that a
8 landlord provide written notice of a rent increase to
9 a tenant by a specified time; requiring such notice to
10 include an option for mediation under certain
11 circumstances; amending s. 83.47, F.S.; providing that
12 certain provisions in a rental agreement are void and
13 unenforceable; amending s. 83.49, F.S.; removing the
14 option for a landlord to deposit certain money into a
15 non-interest-bearing account; revising written notice
16 requirements to tenants; providing for damages if a
17 landlord fails to meet certain requirements; amending
18 s. 83.51, F.S.; requiring a landlord to inspect a
19 dwelling unit at a specified time to ensure compliance
20 with applicable codes; amending s. 83.54, F.S.;
21 requiring certain records be removed from a tenant's
22 credit report under certain circumstances; amending s.
23 83.56, F.S.; revising and specifying grounds for
24 termination of a rental agreement; amending s. 83.60,
25 F.S.; removing a requirement that certain money be
26 paid into the registry of the court; amending s.
27 83.67, F.S.; prohibiting a landlord from engaging in
28 certain conduct; providing definitions; conforming a
29 cross-reference to changes made by the act; creating

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30 s. 83.675, F.S.; providing definitions; requiring a
31 landlord to give tenants the opportunity to purchase
32 the dwelling unit or premises under certain
33 circumstances; providing requirements for an offer of
34 sale; authorizing a tenant to challenge an offer of
35 sale; creating s. 83.676, F.S.; providing definitions;
36 prohibiting a landlord from evicting a tenant or
37 terminating a rental agreement because the tenant or
38 the tenant's minor child is a victim of actual or
39 threatened domestic violence, dating violence, sexual
40 violence, or stalking; specifying that a rental
41 agreement may not contain certain provisions;
42 authorizing a victim of such actual or threatened
43 violence or stalking to terminate a rental agreement
44 under certain circumstances; requiring certain
45 documentation and written notice to the landlord;
46 providing for liability for rent for both the tenant
47 and the perpetrator, if applicable; specifying that a
48 tenant does not forfeit certain money paid to the
49 landlord for terminating the rental agreement under
50 certain circumstances; requiring a landlord to change
51 the locks of the dwelling unit within a specified
52 period under certain circumstances; authorizing the
53 tenant to change the locks of the dwelling unit under
54 certain circumstances; prohibiting certain actions by
55 a landlord under certain circumstances; providing an
56 effective date.

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

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Section 1. Subsection (4) of section 83.43, Florida Statutes, is amended to read:

83.43 Definitions.—As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(4) "Tenant" means any person entitled to occupy a dwelling unit or property held out for the use of tenants generally under a rental agreement.

Section 2. Section 83.455, Florida Statutes, is created to read:

83.455 Rental agreements.—

(1) Immediately after entering into, extending, or renewing a rental agreement, the tenant must be provided a copy of the rental agreement. The rental agreement must be written in plain language and, at the tenant's request, translated into the preferred language of the tenant.

(2) Notwithstanding any other provision of law, all rental agreements entered into, extended, or renewed on or after July 1, 2019, must include the following provisions:

(a) Before a private sale or transfer of title of the dwelling unit or the premises on which the dwelling unit is located, the landlord must provide the tenant with the right of first refusal to purchase the dwelling unit or premises as provided under s. 83.675.

(b) If a landlord chooses not to extend or renew a rental agreement, he or she must provide the tenant a written explanation for such decision.

(c) A landlord may not terminate a tenancy for cause during

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88 a state of emergency declared by the Governor under chapter 252.

89 (d) During a state of emergency declared by the Governor
90 under chapter 252, a tenant may install wind resistance
91 improvements, as defined in s. 163.08(2), to the dwelling unit
92 at the tenant's expense.

93 Section 3. Subsection (4) is added to section 83.46,
94 Florida Statutes, to read:

95 83.46 Rent; duration of tenancies.—

96 (4) A landlord must provide to a tenant a written notice,
97 by certified mail or hand delivery, of a planned rent increase
98 at least 30 days before the rental agreement renewal period. If
99 the rent increase is more than 5 percent, the landlord must
100 provide notice, by certified mail or hand delivery, at least 3
101 months before the rental agreement renewal period. If the rent
102 increase is more than 5 percent, the notice must also contain a
103 statement that the tenant may elect to participate in nonbinding
104 mediation, at the expense of the tenant, by providing written
105 notice to the landlord, by certified mail or hand delivery,
106 within 14 days after receipt of the notice of the rent increase.
107 For a tenancy without a specific duration, the landlord must
108 provide written notice, by certified mail or hand delivery, of a
109 planned rent increase within the timeframes provided in s.
110 83.57.

111 Section 4. Paragraph (c) is added to subsection (1) of
112 section 83.47, Florida Statutes, to read:

113 83.47 Prohibited provisions in rental agreements.—

114 (1) A provision in a rental agreement is void and
115 unenforceable to the extent that it:

116 (c) Purports that a tenant's early termination of a rental

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117 agreement because of an incident involving actual or threatened
118 domestic violence, dating violence, sexual violence, or
119 stalking, in which the tenant or the tenant's minor child is a
120 victim and not the perpetrator, is a breach of the rental
121 agreement.

122 Section 5. Paragraph (c) of subsection (2) and subsections
123 (1), (3), (5), and (9) of section 83.49, Florida Statutes, are
124 amended to read:

125 83.49 Deposit money or advance rent; duty of landlord and
126 tenant.—

127 (1) Whenever money is deposited or advanced by a tenant on
128 a rental agreement as security for performance of the rental
129 agreement or as advance rent for other than the next immediate
130 rental period, the landlord or the landlord's agent shall
131 either:

132 ~~(a) Hold the total amount of such money in a separate non-~~
133 ~~interest-bearing account in a Florida banking institution for~~
134 ~~the benefit of the tenant or tenants. The landlord shall not~~
135 ~~commingle such moneys with any other funds of the landlord or~~
136 ~~hypothecate, pledge, or in any other way make use of such moneys~~
137 ~~until such moneys are actually due the landlord;~~

138 (a) ~~(b)~~ Hold the total amount of such money in a separate
139 interest-bearing account in a Florida banking institution for
140 the benefit of the tenant or tenants, in which case the tenant
141 shall receive and collect interest in an amount of at least 75
142 percent of the annualized average interest rate payable on such
143 account or interest at the rate of 5 percent per year, simple
144 interest, whichever the landlord elects. The landlord shall not
145 commingle such moneys with any other funds of the landlord or

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146 hypothecate, pledge, or in any other way make use of such moneys
147 until such moneys are actually due the landlord; or

148 (b)~~(e)~~ Post a surety bond, executed by the landlord as
149 principal and a surety company authorized and licensed to do
150 business in the state as surety, with the clerk of the circuit
151 court in the county in which the dwelling unit is located in the
152 total amount of the security deposits and advance rent he or she
153 holds on behalf of the tenants or \$50,000, whichever is less.
154 The bond shall be conditioned upon the faithful compliance of
155 the landlord with the provisions of this section and shall run
156 to the Governor for the benefit of any tenant injured by the
157 landlord's violation of the provisions of this section. In
158 addition to posting the surety bond, the landlord shall pay to
159 the tenant interest at the rate of 5 percent per year, simple
160 interest. A landlord, or the landlord's agent, engaged in the
161 renting of dwelling units in five or more counties, who holds
162 deposit moneys or advance rent and who is otherwise subject to
163 the provisions of this section, may, in lieu of posting a surety
164 bond in each county, elect to post a surety bond in the form and
165 manner provided in this paragraph with the office of the
166 Secretary of State. The bond shall be in the total amount of the
167 security deposit or advance rent held on behalf of tenants or in
168 the amount of \$250,000, whichever is less. The bond shall be
169 conditioned upon the faithful compliance of the landlord with
170 the provisions of this section and shall run to the Governor for
171 the benefit of any tenant injured by the landlord's violation of
172 this section. In addition to posting a surety bond, the landlord
173 shall pay to the tenant interest on the security deposit or
174 advance rent held on behalf of that tenant at the rate of 5

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175 percent per year simple interest.

176 (2) The landlord shall, in the rental lease agreement or
177 within 30 days after receipt of advance rent or a security
178 deposit, give written notice to the tenant which includes
179 disclosure of the advance rent or security deposit. Subsequent
180 to providing such written notice, if the landlord changes the
181 manner or location in which he or she is holding the advance
182 rent or security deposit, he or she must notify the tenant
183 within 30 days after the change as provided in paragraphs (a)-
184 (d). The landlord is not required to give new or additional
185 notice solely because the depository has merged with another
186 financial institution, changed its name, or transferred
187 ownership to a different financial institution. This subsection
188 does not apply to any landlord who rents fewer than five
189 individual dwelling units. Failure to give this notice is not a
190 defense to the payment of rent when due. The written notice
191 must:

192 (c) State that whether the tenant is entitled to interest
193 on the deposit and the amount of the interest.

194 (3) The landlord or the landlord's agent may disburse
195 advance rents from the deposit account to the landlord's benefit
196 when the advance rental period commences and without notice to
197 the tenant. For all other deposits:

198 (a) Upon ~~the vacating of the premises for~~ termination of
199 the rental agreement lease, ~~if the landlord does not intend to~~
200 ~~impose a claim on the security deposit~~, the landlord shall have
201 15 days to return the security deposit together with interest
202 within 15 days after the tenant vacates the premises. ~~if~~
203 ~~otherwise required, or~~ The landlord has ~~shall have~~ 30 days from

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204 when the tenant vacates the premises to give the tenant written
205 notice by certified mail to the tenant's last known mailing
206 address of his or her intention to impose a claim on the deposit
207 and the reason for imposing the claim. The notice shall contain
208 a statement in substantially the following form:

209 This is a notice of my intention to impose a claim for
210 damages in the amount of upon your security deposit, due to
211 It is sent to you as required by s. 83.49(3), Florida
212 Statutes. You are hereby notified that you must object in
213 writing to this deduction from your security deposit within 15
214 days from the time you receive this notice or I will be
215 authorized to deduct my claim from your security deposit. Your
216 objection must be sent to ...(landlord's address)....
217 If the landlord fails to give the required notice within the 30-
218 day period, he or she forfeits the right to impose a claim upon
219 the security deposit and may not seek a setoff against the
220 deposit but may file an action for damages after return of the
221 deposit.

222 (b) Unless the tenant objects to the imposition of the
223 landlord's claim or the amount thereof within 15 days after
224 receipt of the landlord's notice of intention to impose a claim,
225 the landlord may ~~then~~ deduct the amount of his or her claim and
226 shall remit the balance of the deposit and any interest to the
227 tenant within 30 days after the date of the notice of intention
228 to impose a claim for damages. The failure of the tenant to make
229 a timely objection does not waive any rights of the tenant to
230 seek damages in a separate action.

231 (c) If either party institutes an action in a court of
232 competent jurisdiction to adjudicate the party's right to the

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233 security deposit, the prevailing party is entitled to receive
234 his or her court costs plus a reasonable fee for his or her
235 attorney. If a court finds that the landlord failed to meet the
236 requirements of this section, the court shall award the tenant
237 damages equal to three times the amount of the tenant's security
238 deposit. The court shall advance the cause on the calendar.

239 (d) Compliance with this section by an individual or
240 business entity authorized to conduct business in this state,
241 including Florida-licensed real estate brokers and sales
242 associates, constitutes compliance with all other relevant
243 Florida Statutes pertaining to security deposits held pursuant
244 to a rental agreement or other landlord-tenant relationship.
245 Enforcement personnel shall look solely to this section to
246 determine compliance. This section prevails over any conflicting
247 provisions in chapter 475 and in other sections of the Florida
248 Statutes, and shall operate to permit licensed real estate
249 brokers to disburse security deposits and deposit money without
250 having to comply with the notice and settlement procedures
251 contained in s. 475.25(1)(d).

252 (5) Except when otherwise provided by the terms of a
253 written rental agreement ~~lease~~, any tenant who vacates or
254 abandons the premises prior to the expiration of the term
255 specified in the written rental agreement ~~lease~~, or any tenant
256 who vacates or abandons premises which are the subject of a
257 tenancy from week to week, month to month, quarter to quarter,
258 or year to year, shall give at least 7 days' written notice,
259 which notice shall include the address where the tenant may be
260 reached, by certified mail or personal delivery to the landlord
261 before ~~prior to~~ vacating or abandoning the premises ~~which notice~~

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262 ~~shall include the address where the tenant may be reached.~~
263 Failure to give such notice relieves ~~shall relieve~~ the landlord
264 of the notice requirement of paragraph (3)(a) but does ~~shall~~ not
265 waive any right the tenant may have to the security deposit or
266 any part of it.

267 (9) ~~In those cases in which interest is required to be paid~~
268 ~~to the tenant,~~ The landlord shall pay directly to the tenant, or
269 credit against the current month's rent, the interest due to the
270 tenant at least once annually. However, ~~no~~ interest may not be
271 paid to ~~shall be due~~ a tenant who wrongfully terminates his or
272 her tenancy prior to the end of the rental term.

273 Section 6. Paragraph (a) of subsection (1) of section
274 83.51, Florida Statutes, is amended to read:

275 83.51 Landlord's obligation to maintain premises.—

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

277 (a) Comply with the requirements of applicable building,
278 housing, and health codes. The landlord, at commencement of the
279 tenancy, must inspect the dwelling unit to ensure compliance
280 with all applicable codes; or

281
282 The landlord is not required to maintain a mobile home or other
283 structure owned by the tenant. The landlord's obligations under
284 this subsection may be altered or modified in writing with
285 respect to a single-family home or duplex.

286 Section 7. Section 83.54, Florida Statutes, is amended to
287 read:

288 83.54 Enforcement of rights and duties; civil action;
289 criminal offenses.—Any right or duty declared in this part is
290 enforceable by civil action. A right or duty enforced by civil

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291 action under this section does not preclude prosecution for a
292 criminal offense related to the rental agreement or rented
293 dwelling unit or premises lease or leased property. In an action
294 brought by a tenant for wrongful termination of a rental
295 agreement, if the court finds in favor of the tenant, any
296 eviction complaint filed by the landlord shall be dismissed and
297 the record of such filing removed from the tenant's credit
298 report.

299 Section 8. Subsection (6) of section 83.56, Florida
300 Statutes, is renumbered as subsection (7), subsections (2) and
301 (4) are amended, and a new subsection (6) is added to that
302 section, to read:

303 83.56 Termination of rental agreement.—

304 (2) (a) A landlord must have good cause to terminate a
305 rental agreement. The following reasons constitute good cause
306 allowing for termination of a rental agreement:

307 1. The destruction, damage, or misuse of the landlord's or
308 other tenants' property by intentional act.

309 2. A tenant's disorderly conduct or continued unreasonable
310 disturbance.

311 3. Failure of the tenant to comply with s. 83.52.

312 4. A violation or breach of the landlord's reasonable rules
313 and regulations.

314 5. A violation or breach of covenants or agreements
315 contained in the rental agreement.

316 6. Use of the dwelling unit or premises for illegal
317 purposes or acts, including, but not limited to, the
318 manufacture, sale, or use of illegal drugs, theft of property,
319 or assault or threats on the landlord or his or her relatives,

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320 as defined in s. 494.001(33), or employees.

321 7. The dwelling unit or premises are removed from the
322 rental market because the state, any political subdivision as
323 defined in s. 1.01(8), or other entity exercises its power of
324 eminent domain, the landlord seeks in good faith to permanently
325 remove the property from the rental market, or the landlord is
326 converting the dwelling unit or premises from the rental market
327 to a condominium, cooperative, or fee simple ownership.

328 8. The dwelling unit or premises are being used as an
329 incident of employment and such employment is terminated.

330 9. The landlord seeks in good faith to recover possession
331 of the dwelling unit or premises for his or her own use and
332 occupancy as a principal residence, or for the use and occupancy
333 as a principal residence by a relative, as defined in s.
334 494.001(33), of the landlord.

335 (b) If any of the violations in subparagraphs 1.-6. exist
336 the tenant materially fails to comply with s. 83.52 or material
337 provisions of the rental agreement, other than a failure to pay
338 rent, or reasonable rules or regulations, the landlord may:

339 1.(a) If the violation such noncompliance is of a nature
340 that the tenant should not be given an opportunity to cure it or
341 if the violation noncompliance constitutes a subsequent or
342 continuing violation noncompliance within 12 months of a written
343 warning by the landlord of a similar violation, deliver a
344 written notice to the tenant specifying the violation
345 noncompliance and the landlord's intent to terminate the rental
346 agreement by reason thereof. Examples of noncompliance which are
347 of a nature that the tenant should not be given an opportunity
348 to cure include, but are not limited to, destruction, damage, or

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349 ~~misuse of the landlord's or other tenants' property by~~
350 ~~intentional act or a subsequent or continued unreasonable~~
351 ~~disturbance.~~ In such event, the landlord may terminate the
352 rental agreement, and the tenant shall have 7 days from the date
353 that the notice is delivered to vacate the premises. The notice
354 shall be in substantially the following form:

355 You are advised that your rental agreement ~~lease~~ is
356 terminated effective immediately. You shall have 7 days from the
357 delivery of this letter to vacate the premises. This action is
358 taken because ... (cite the violation ~~noncompliance~~)....

359 2.(b) ~~If the violation such noncompliance~~ is of a nature
360 that the tenant should be given an opportunity to cure it,
361 deliver a written notice to the tenant specifying the violation
362 ~~noncompliance~~, including a notice that, if the violation
363 ~~noncompliance~~ is not corrected within 7 days from the date that
364 the written notice is delivered, the landlord shall terminate
365 the rental agreement by reason thereof. ~~Examples of such~~
366 ~~noncompliance include, but are not limited to, activities in~~
367 ~~contravention of the lease or this part such as having or~~
368 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
369 ~~unauthorized manner or permitting such parking; or failing to~~
370 ~~keep the premises clean and sanitary.~~ If such violation
371 ~~noncompliance~~ recurs within 12 months after notice, an eviction
372 action may commence without delivering a subsequent notice
373 pursuant to subparagraph 1. ~~paragraph (a)~~ or this subparagraph
374 ~~paragraph~~. The notice shall be in substantially the following
375 form:

376 You are hereby notified that ... (cite the violation
377 ~~noncompliance~~).... Demand is hereby made that you remedy the

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378 ~~violation noncompliance~~ within 7 days of receipt of this notice
379 or your rental agreement will be lease shall be deemed
380 terminated and you shall vacate the premises upon such
381 termination. If this same conduct or conduct of a similar nature
382 is repeated within 12 months, your tenancy is subject to
383 termination without further warning and without your being given
384 an opportunity to cure the violation noncompliance.

385 (c) If any other reason provided in paragraph (a) exists,
386 the landlord may deliver a written notice to the tenant of the
387 landlord's intent to terminate the rental agreement. The written
388 notice must specify the reason for the termination. In such
389 event, the tenant shall have 7 days from the date that the
390 notice is delivered to vacate the premises.

391 (3) If the tenant fails to pay rent when due and the
392 default continues for 3 days, excluding Saturday, Sunday, and
393 legal holidays, after delivery of written demand by the landlord
394 for payment of the rent or possession of the premises, or if the
395 tenant habitually pays late or fails to pay the full amount of
396 rent after being given notice of a rent increase as required in
397 s. 83.46(4), the landlord may terminate the rental agreement.
398 Habitual late payments means more than one late payment
399 following the landlord's first written demand for payment. Legal
400 holidays for the purpose of this section shall be court-observed
401 holidays only. The 3-day notice shall contain a statement in
402 substantially the following form:

403 You are hereby notified that you are indebted to me in the
404 sum of dollars for the rent and use of the premises
405 ...(address of leased premises, including county)..., Florida,
406 now occupied by you and that I demand payment of the rent or

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

412 (4) The delivery of the written notices required by
 413 subsections (1), (2), ~~and~~ (3), and (6) shall be by mailing or
 414 delivery of a true copy thereof or, if the tenant is absent from
 415 the premises, by leaving a copy thereof at the residence. The
 416 notice requirements of subsections (1), (2), ~~and~~ (3), and (6)
 417 may not be waived in the rental agreement ~~lease~~.

418 (6) (a) If the landlord seeks in good faith to undertake
 419 substantial repairs to the dwelling unit or premises that cannot
 420 be completed while the dwelling unit is occupied, and that are
 421 necessary to bring the dwelling unit or premises into compliance
 422 with applicable codes and laws or under an outstanding notice of
 423 code violations, the landlord may deliver a written notice to
 424 the tenant of the landlord's intent to terminate the rental
 425 agreement. In such event, the tenant shall have 7 days from the
 426 date that the notice is delivered to vacate the premises.

427 (b) A notice terminating a rental agreement under this
 428 subsection must include the following information:

429 1. A statement in substantially the following form: "When
 430 the needed repairs are completed on your dwelling unit or the
 431 premises, the landlord must offer you the opportunity to return
 432 to your dwelling unit with a rental agreement of substantially
 433 the same terms and at the same rent, subject to the landlord's
 434 right to obtain a rent increase for capital improvements."

435 2. If a landlord owns other residential dwelling units and

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436 any such unit is available, a statement informing the tenant of
437 the existence of the available unit and an offer to enter into a
438 temporary rental agreement for the available unit or an offer to
439 enter into a new rental agreement for the available unit. The
440 landlord shall offer the replacement dwelling unit to the tenant
441 at a rent based on the rent that the tenant is currently paying,
442 allowing for adjustments based on the condition, size, and other
443 amenities of the replacement unit.

444 3. An estimate of the time required to complete the repairs
445 and the date upon which it is expected that the dwelling unit
446 will be ready for habitation.

447 (c) Upon completion of the repairs of the dwelling unit or
448 premises, the landlord shall offer the tenant the first right to
449 return to the dwelling unit at the same rent and under a rental
450 agreement of substantially the same terms, subject to the
451 landlord's right to obtain a rent increase for capital
452 improvements.

453 Section 9. Subsection (2) of section 83.60, Florida
454 Statutes, is amended to read:

455 83.60 Defenses to action for rent or possession;
456 procedure.—

457 (2) In an action by the landlord for possession of a
458 dwelling unit, if the tenant interposes any defense other than
459 payment, including, but not limited to, the defense of a
460 defective 3-day notice, the tenant shall pay into the registry
461 of the court the accrued rent as alleged in the complaint or as
462 determined by the court and the rent that accrues during the
463 pendency of the proceeding, when due. The clerk shall notify the
464 tenant of such requirement in the summons. ~~Failure of the tenant~~

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465 ~~to pay the rent into the registry of the court or to file a~~
466 ~~motion to determine the amount of rent to be paid into the~~
467 ~~registry within 5 days, excluding Saturdays, Sundays, and legal~~
468 ~~holidays, after the date of service of process constitutes an~~
469 ~~absolute waiver of the tenant's defenses other than payment, and~~
470 ~~the landlord is entitled to an immediate default judgment for~~
471 ~~removal of the tenant with a writ of possession to issue without~~
472 ~~further notice or hearing thereon. If a motion to determine rent~~
473 ~~is filed, documentation in support of the allegation that the~~
474 ~~rent as alleged in the complaint is in error is required. Public~~
475 ~~housing tenants or tenants receiving rent subsidies are required~~
476 ~~to deposit only that portion of the full rent for which they are~~
477 ~~responsible pursuant to the federal, state, or local program in~~
478 ~~which they are participating.~~

479 Section 10. Section 83.67, Florida Statutes, is amended to
480 read:

481 83.67 Prohibited practices.—

482 (1) A landlord of any dwelling unit governed by this part
483 may ~~shall~~ not cause, directly or indirectly, the termination or
484 interruption of any utility service furnished to the tenant,
485 including, but not limited to, water, heat, light, electricity,
486 gas, elevator, garbage collection, or refrigeration, whether or
487 not the utility service is under the control of, or payment is
488 made by, the landlord.

489 (2) A landlord of any dwelling unit governed by this part
490 may ~~shall~~ not prevent the tenant from gaining reasonable access
491 to the dwelling unit by any means, including, but not limited
492 to, changing the locks or using any bootlock or similar device.

493 (3) A landlord of any dwelling unit governed by this part

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494 ~~may shall~~ not discriminate against a servicemember in offering a
495 dwelling unit for rent or in any of the terms of the rental
496 agreement.

497 (4) A landlord of any dwelling unit governed by this part
498 may not discriminate against a person in offering a dwelling
499 unit for rent or in any of the terms of the rental agreement
500 based on the person's race; color; religion; sex; pregnancy;
501 national origin; age; physical, mental, or developmental
502 disability; HIV status; familial status; sexual orientation;
503 gender identity; source of income; or credit score. For purposes
504 of this subsection, the term:

505 (a) "Familial status" means the makeup of a person's
506 family, including whether there is a child under the age of 18
507 living with the person or whether the person is seeking custody
508 of a child under the age of 18.

509 (b) "Gender identity" means the identity, appearance, or
510 behavior of a person, regardless of whether such identity,
511 appearance, or behavior is different from that traditionally
512 associated with the person's physiology or assigned sex at
513 birth.

514 (c) "Sexual orientation" means a person's heterosexuality,
515 homosexuality, or bisexuality.

516 (5) A landlord of any dwelling unit governed by this part
517 may not harass or intimidate a tenant for the purpose of
518 coercing the tenant into terminating the rental agreement.

519 (6) A landlord of any dwelling unit governed by this part
520 may not refuse to show the dwelling unit, either in person or
521 through photographs, to a prospective tenant until the
522 prospective tenant signs a rental agreement.

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523 (7) Unless otherwise required by law, a landlord of any
524 dwelling unit governed by this part may not inquire into or
525 consider a prospective tenant's criminal history on a rental
526 application or rental agreement. A landlord may inquire into or
527 consider a prospective tenant's criminal history only after the
528 landlord otherwise determines that the prospective tenant
529 otherwise qualifies to rent a dwelling unit.

530 (8) If a landlord requires a prospective tenant to complete
531 a rental application before residing in a dwelling unit, the
532 landlord may not charge an excessive rental application fee. If,
533 after a prospective tenant submits a rental application and
534 application fee, a dwelling unit is not available, the landlord
535 must refund the application fee to the prospective tenant.

536 (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from
537 displaying one portable, removable, cloth or plastic United
538 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
539 respectful manner in or on the dwelling unit regardless of any
540 provision in the rental agreement dealing with flags or
541 decorations. The United States flag shall be displayed in
542 accordance with s. 83.52(6). The landlord is not liable for
543 damages caused by a United States flag displayed by a tenant.
544 Any United States flag may not infringe upon the space rented by
545 any other tenant.

546 (10)~~(5)~~ A landlord of any dwelling unit governed by this
547 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
548 or windows of the unit except for purposes of maintenance,
549 repair, or replacement; and the landlord may ~~shall~~ not remove
550 the tenant's personal property from the dwelling unit unless
551 such action is taken after surrender, abandonment, recovery of

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552 possession of the dwelling unit due to the death of the last
553 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
554 eviction. If provided in the rental agreement or a written
555 agreement separate from the rental agreement, upon surrender or
556 abandonment by the tenant, the landlord is not required to
557 comply with s. 715.104 and is not liable or responsible for
558 storage or disposition of the tenant's personal property; if
559 provided in the rental agreement, there must be printed or
560 clearly stamped on such rental agreement a legend in
561 substantially the following form:

562 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
563 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
564 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
565 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT
566 BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
567 TENANT'S PERSONAL PROPERTY.

568 For the purposes of this section, abandonment shall be as set
569 forth in s. 83.59(3)(c).

570 (11)~~(6)~~ A landlord who violates any provision of this
571 section is ~~shall be~~ liable to the tenant for actual and
572 consequential damages or 3 months' rent, whichever is greater,
573 and costs, including attorney's fees. Subsequent or repeated
574 violations that are not contemporaneous with the initial
575 violation are ~~shall be~~ subject to separate awards of damages.

576 (12)~~(7)~~ A violation of this section constitutes irreparable
577 harm for the purposes of injunctive relief.

578 (13)~~(8)~~ The remedies provided by this section are not
579 exclusive and do not preclude the tenant from pursuing any other
580 remedy at law or equity that the tenant may have. The remedies

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581 provided by this section shall also apply to a servicemember or
582 person who is a prospective tenant who has been discriminated
583 against under subsections (3) and (4) ~~subsection (3)~~.

584 Section 11. Section 83.675, Florida Statutes, is created to
585 read:

586 83.675 Tenant opportunity to purchase.—

587 (1) For purposes of this section, the term:

588 (a) "Bona fide offer of sale" means an offer for a price,
589 and, including other material terms, that is at least as
590 favorable as what would be accepted by a purchaser in an arm's
591 length third-party contract, that is comparable to that at which
592 a willing seller and a willing buyer would sell and purchase the
593 dwelling unit or premises, or that is the appraised value.

594 (b) "Highest and best use" means the reasonable legal use
595 of a dwelling unit or the premises on which the dwelling unit is
596 located that is physically possible, appropriately supported,
597 and financially feasible and that results in the highest value
598 of the dwelling unit or premises.

599 (c) "Matter-of-right" means the appropriate land use,
600 development density, or building requirements of the dwelling
601 unit or premises under zoning regulations and law.

602 (2) Before a landlord may sell a dwelling unit or the
603 premises on which a dwelling unit is located or issue a notice
604 to vacate the dwelling unit or premises for purposes of
605 demolition or discontinuance of housing use, the landlord must
606 give the tenant an opportunity to purchase the dwelling unit or
607 the premises at a price and with material terms that represent a
608 bona fide offer of sale.

609 (3) A landlord shall provide the tenant a copy of the offer

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610 of sale, in the preferred language of the tenant, by hand
611 delivery, e-mail, and certified mail. A landlord may not retain
612 a percentage of ownership in the dwelling unit or premises in
613 the offer of sale.

614 (4) The sales price contained in the offer of sale may not
615 be more than a price comparable to that at which a willing
616 seller and a willing buyer would sell and purchase the dwelling
617 unit or premises or the appraised value of the dwelling unit or
618 premises.

619 (5) The appraisal value shall be based on rights a landlord
620 has as a matter-of-right as of the date of the offer of sale,
621 including any existing right a landlord may have to convert the
622 dwelling unit or premises to another use. The appraisal value
623 may take into consideration the highest and best use of the
624 dwelling unit or premises.

625 (6) A tenant may challenge an offer of sale as not being a
626 bona fide offer of sale and request a determination of the
627 appraised value by an independent licensed appraiser, as defined
628 in s. 475.611, at the expense of the tenant, by providing
629 written notice to the landlord and the Division of Consumer
630 Services within the Department of Agriculture and Consumer
631 Services by hand delivery, electronic transmission, or certified
632 mail within 30 days after receipt of the offer of sale.

633 (7) The landlord has the burden of proof to establish that
634 an offer of sale under this section is a bona fide offer of
635 sale.

636 Section 12. Section 83.676, Florida Statutes, is created to
637 read:

638 83.676 Early termination of rental agreement by a victim of

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639 domestic violence, dating violence, sexual violence, or
640 stalking; lock changing.-

641 (1) As used in this section, the term:

642 (a) "Dating violence" has the same meaning as in s.
643 784.046.

644 (b) "Domestic violence" has the same meaning as in s.
645 741.28.

646 (c) "Sexual violence" has the same meaning as in s.
647 784.046.

648 (d) "Stalking" has the same meaning as in s. 784.048.

649 (2) A landlord may not terminate a rental agreement or
650 evict a tenant for an incident involving actual or threatened
651 domestic violence, dating violence, sexual violence, or stalking
652 if the tenant or the tenant's minor child is the victim of such
653 actual or threatened violence or stalking. A rental agreement
654 may not include a provision deeming that early termination of a
655 rental agreement because of an incident involving actual or
656 threatened domestic violence, dating violence, sexual violence,
657 or stalking, in which the tenant or the tenant's minor child is
658 a victim and not the perpetrator, is a breach of the rental
659 agreement.

660 (3) (a) If a tenant or a tenant's minor child is a victim of
661 actual or threatened domestic violence, dating violence, sexual
662 violence, or stalking during the term of a rental agreement, the
663 tenant may, without penalty, terminate the rental agreement at
664 any time by providing the landlord with written notice of the
665 tenant's intent to terminate the rental agreement and to vacate
666 the premises because of such incident. The termination of the
667 rental agreement is effective immediately upon delivery of the

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668 written notice and documentation specified in paragraph (b), if
669 applicable, to the landlord.

670 (b) Unless the landlord notifies the tenant that
671 documentation is not needed, a notice of termination from the
672 tenant required under paragraph (a) must be accompanied by
673 documentation verifying the tenant's or the tenant's minor
674 child's status as a victim of actual or threatened domestic
675 violence, dating violence, sexual violence, or stalking and may
676 include:

677 1. A copy of an injunction for protection against domestic
678 violence, dating violence, sexual violence, or stalking issued
679 to the tenant as victim or as parent of a minor victim;

680 2. A copy of an order of no contact or a criminal
681 conviction entered by a court in a criminal case in which the
682 defendant was charged with a crime relating to domestic
683 violence, dating violence, sexual violence, or stalking against
684 the tenant or the tenant's minor child;

685 3. A written verification from a domestic violence center
686 certified under chapter 39 or a rape crisis center as defined in
687 s. 794.055 which states that the tenant or the tenant's minor
688 child is a victim of actual or threatened domestic violence,
689 dating violence, sexual violence, or stalking; or

690 4. A copy of a law enforcement report documenting an
691 incident of actual or threatened domestic violence, dating
692 violence, sexual violence, or stalking against the tenant or the
693 tenant's minor child.

694 (c) A notice of termination from the tenant required under
695 paragraph (a) must be provided by certified mail or hand
696 delivery to the landlord, a person authorized to receive notices

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697 on behalf of the landlord under s. 83.50, a resident manager, or
698 the person or entity that collects the rent on behalf of the
699 landlord.

700 (d) If a rental agreement with a specific duration is
701 terminated by a tenant under this subsection less than 30 days
702 before the end of the rental agreement, the tenant is liable for
703 the rent for the remaining period of the rental agreement. If a
704 rental agreement with a specific duration is terminated by a
705 tenant under this subsection 30 or more days before the end of
706 the rental agreement, the tenant is liable for prorated rent for
707 a period of 30 days immediately following delivery of the notice
708 of termination. After compliance with this paragraph, the tenant
709 is released from any further obligation to pay rent,
710 concessions, damages, fees, or penalties, and the landlord is
711 not entitled to the remedies provided in s. 83.595.

712 (e) If a rental agreement is terminated by a tenant under
713 this subsection, the landlord must comply with s. 83.49(3). A
714 tenant who terminates a rental agreement under this subsection
715 does not forfeit any deposit money or advance rent paid to the
716 landlord.

717 (f) This subsection does not affect a tenant's liability
718 for unpaid rent or other amounts owed to the landlord before the
719 termination of the rental agreement under this subsection.

720 (g) If the perpetrator of actual or threatened domestic
721 violence, dating violence, sexual violence, or stalking is also
722 a tenant under the same rental agreement as the tenant who is a
723 victim, or whose minor child is a victim, of such actual or
724 threatened violence or stalking, neither the perpetrator's
725 liability for rent nor his or her other obligations under the

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726 rental agreement are terminated under this subsection, and the
727 landlord is entitled to the rights and remedies provided by this
728 part against the perpetrator.

729 (4) (a) A tenant or a tenant's minor child who is a victim
730 of actual or threatened domestic violence, dating violence,
731 sexual violence, or stalking and who wishes to remain in the
732 dwelling unit may make a written request to the landlord
733 accompanied by any one of the documents listed in paragraph
734 (3) (b), and the landlord shall, within 24 hours after receipt of
735 the request, change the locks of the tenant's dwelling unit and
736 provide the tenant with a key to the new locks.

737 (b) If the landlord fails to change the locks within 24
738 hours, the tenant may change the locks without the landlord's
739 permission, notwithstanding any contrary provision in the rental
740 agreement or other applicable rules or regulations imposed by
741 the landlord, if all of the following conditions have been met:

742 1. The locks are changed in like manner as if the landlord
743 had changed the locks, with locks of similar or better quality
744 than the original locks.

745 2. The landlord is notified within 24 hours after the
746 changing of the locks.

747 3. The landlord is provided a key to the new locks within a
748 reasonable time.

749 (c) If the locks are changed under this subsection, the
750 landlord is not liable to any person who does not have access to
751 the dwelling unit.

752 (5) A landlord may not refuse to enter into a rental
753 agreement for a dwelling unit, refuse to negotiate for the
754 rental of a dwelling unit, make a dwelling unit unavailable, or

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755 retaliate in the rental of a dwelling unit because:

756 (a) The tenant, prospective tenant, or minor child of the
757 tenant or prospective tenant is a victim of actual or threatened
758 domestic violence, dating violence, sexual violence, or
759 stalking; or

760 (b) The tenant or prospective tenant has previously
761 terminated a rental agreement because of an incident involving
762 actual or threatened domestic violence, dating violence, sexual
763 violence, or stalking in which the tenant, prospective tenant,
764 or minor child of the tenant or prospective tenant was a victim.

765
766 However, the landlord may refuse to enter into a rental
767 agreement, negotiate for the rental of a dwelling unit, or make
768 a dwelling unit available if the tenant or prospective tenant
769 fails to comply with the landlord's request for documentation of
770 an incident of actual or threatened domestic violence, dating
771 violence, sexual violence, or stalking that occurred before
772 termination of a prior rental agreement. A landlord's request
773 for documentation is satisfied upon the tenant's or prospective
774 tenant's provision of any one of the documents listed in
775 paragraph (3) (b).

776 (6) All information provided to a landlord under
777 subsections (3), (4), and (5), including the fact that a tenant,
778 prospective tenant, or a tenant's or prospective tenant's minor
779 child is a victim of actual or threatened domestic violence,
780 dating violence, sexual violence, or stalking, and including the
781 tenant's forwarding address, is confidential. The landlord may
782 not enter such information into any shared database or provide
783 the information to any other person or entity, except to the

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784 extent such disclosure is:

785 (a) Made to a person specified in paragraph (3)(c) solely
786 for a legitimate business purpose;

787 (b) Requested, or consented to, in writing by the tenant or
788 the tenant's legal guardian;

789 (c) Required for use in a judicial proceeding; or

790 (d) Otherwise required by law.

791 (7) A tenant or prospective tenant, on his or her own
792 behalf or on behalf of his or her minor child, may file a civil
793 action against a landlord for a violation of this section. A
794 landlord who violates subsection (5) or subsection (6) is
795 civilly liable to the victim for \$1,000 for punitive damages,
796 actual and consequential damages, and court costs, including
797 reasonable attorney fees, unless the landlord can show that this
798 was the landlord's first violation and the violation was not
799 committed in bad faith. Subsequent or repeated violations that
800 are not contemporaneous with the initial violation are subject
801 to separate awards of damages.

802 (8) The provisions of this section may not be waived or
803 modified by a rental agreement.

804 Section 13. This act shall take effect July 1, 2019.

805