

26 tenants; providing for damages if a landlord fails to
27 meet certain requirements; amending s. 83.51, F.S.;
28 requiring a landlord to inspect a dwelling unit at a
29 specified time to ensure compliance with applicable
30 codes; amending s. 83.54, F.S.; requiring certain
31 records be removed from a tenant's credit report under
32 certain circumstances; amending s. 83.56, F.S.;
33 revising and specifying grounds for termination of a
34 rental agreement; requiring landlords to provide
35 certain tenants a specified amount of time to vacate
36 the premises after delivery of a notice to terminate
37 the rental agreement before bringing a specified
38 action; conforming provisions to changes made by the
39 act; conforming a cross-reference; amending s. 83.60,
40 F.S.; removing a requirement that certain money be
41 paid into the registry of the court; creating s.
42 83.626, F.S.; authorizing tenants and mobile home
43 owners who are defendants in certain eviction
44 proceedings to file a motion with the court to have
45 the records of such proceedings sealed and to have
46 their names substituted on the progress docket under
47 certain conditions; providing applicability; requiring
48 the court to grant such motions if certain
49 requirements are met; authorizing that such relief be
50 granted only once; requiring tenants and mobile home

51 owners to submit a specified sworn statement under
52 penalty of perjury with their motion; requiring the
53 court to substitute a defendant's name on the progress
54 docket if a judgment is entered in favor of the
55 defendant; providing exceptions; providing retroactive
56 applicability; amending s. 83.63, F.S.; conforming a
57 cross-reference; amending s. 83.67, F.S.; prohibiting
58 a landlord from engaging in certain conduct; providing
59 definitions; conforming a cross-reference to changes
60 made by the act; creating s. 83.675, F.S.; providing
61 definitions; requiring a landlord to give tenants the
62 opportunity to purchase the dwelling unit or premises
63 under certain circumstances; providing requirements
64 for an offer of sale; authorizing a tenant to
65 challenge an offer of sale; creating s. 83.676, F.S.;
66 providing definitions; prohibiting a landlord from
67 evicting a tenant or terminating a rental agreement
68 because the tenant or the tenant's minor child is a
69 victim of actual or threatened domestic violence,
70 dating violence, sexual violence, or stalking;
71 specifying that a rental agreement may not contain
72 certain provisions; authorizing a victim of such
73 actual or threatened violence or stalking to terminate
74 a rental agreement under certain circumstances;
75 requiring certain documentation and written notice to

76 | landlord; providing for liability for rent for both
77 | the tenant and the perpetrator, if applicable;
78 | specifying that a tenant does not forfeit certain
79 | money paid to the landlord for terminating the rental
80 | agreement under certain circumstances; requiring a
81 | landlord to change the locks of the dwelling unit
82 | within a specified period under certain circumstances;
83 | authorizing the tenant to change the locks of the
84 | dwelling unit under certain circumstances; prohibiting
85 | certain actions by a landlord under certain
86 | circumstances; authorizing filing of a civil action
87 | and an award of damages, fees, and costs under certain
88 | circumstances; prohibiting the waiver of certain
89 | provisions; amending ss. 125.0103, and 166.043, F.S.;
90 | removing provisions that require local government
91 | measures that impose rent controls to expire within a
92 | specified time period unless they are extended or
93 | renewed in accordance with law; conforming cross-
94 | references; amending s. 163.31801, F.S.; authorizing
95 | local governments and special districts to adopt a
96 | specified impact fee; requiring that the revenue
97 | generated from such impact fee be used for a specified
98 | purpose; creating s. 201.025, F.S.; providing the
99 | amount of documentary stamp tax imposed on purchases
100 | of certain property by certain entities; requiring

101 revenue generated by such tax to be deposited into the
 102 Florida Affordable Housing Trust Fund; providing
 103 exceptions; providing an effective date.

104
 105 Be It Enacted by the Legislature of the State of Florida:

106
 107 Section 1. This act shall be cited as the "Keep Floridians
 108 Housed Act."

109 Section 2. Section 20.71, Florida Statutes, is created to
 110 read:

111 20.71 Department of Housing and Tenant Rights.-

112 (1) There is created the Department of Housing and Tenant
 113 Rights.

114 (2) The head of the department is the secretary, who shall
 115 be appointed by the Governor, subject to confirmation by the
 116 Senate. The secretary shall serve at the pleasure of and report
 117 to the Governor. The secretary may appoint deputy and assistant
 118 secretaries as necessary to aid the secretary in fulfilling his
 119 or her statutory obligations. The secretary may create offices
 120 or divisions within the department to promote efficient and
 121 effective operation of the department.

122 (3) The purpose of the department is to assist the
 123 Governor in working with the Legislature, state agencies, and
 124 other interested entities to formulate and implement coherent
 125 and consistent policies and strategies designed to combat

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126 affordable housing and homelessness issues in the state; assist
127 with housing and urban development; and perpetuate amicable
128 landlord-tenant relationships.

129 (4) The department shall, by January 1, 2024, conduct
130 research and submit a report to the Governor, the President of
131 the Senate, and the Speaker of the House of Representatives on a
132 cost-benefit analysis of implementing an empty homes tax.

133 (5) The department shall take over the role of state
134 government from other departments that currently administer
135 chapter 83 and chapters 419-423.

136 Section 3. Subsections (4) and (6) of section 83.43,
137 Florida Statutes, are amended to read:

138 83.43 Definitions.—As used in this part, the following
139 words and terms shall have the following meanings unless some
140 other meaning is plainly indicated:

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

144 (6) "Rent" means the periodic payments due the landlord
145 from the tenant for occupancy under a rental agreement ~~and any~~
146 ~~other payments due the landlord from the tenant as may be~~
147 ~~designated as rent in a written rental agreement.~~ The term does
148 not include deposit money, security deposits, late fees, early
149 termination fees, liquidated damages, or any other charge or fee
150 even if the charge or fee is designated as rent in a written

151 rental agreement.

152 Section 4. Section 83.455, Florida Statutes, is created to
153 read:

154 83.455 Rental agreements.—

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

160 (2) Notwithstanding any other provision of law, all rental
161 agreements entered into, extended, or renewed on or after July
162 1, 2023, must include the following provisions:

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

168 (b) If a landlord chooses not to extend or renew a rental
169 agreement, he or she must provide the tenant 60 days' notice of
170 his or her decision and provide a written explanation for such
171 decision.

172 (c) If a rental agreement provision authorizes termination
173 of the rental agreement by the landlord without cause, such
174 provision must require the landlord to provide the tenant just
175 compensation and comprehensive relocation assistance.

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176 (d) A landlord may not terminate a tenancy for cause
177 during a state of emergency declared by the Governor under
178 chapter 252.

179 (e) During a state of emergency declared by the Governor
180 under chapter 252, a tenant may install wind resistance
181 improvements, as defined in s. 163.08(2)(b)3., to the dwelling
182 unit at the tenant's expense.

183 (f) A landlord may not terminate a tenancy because a
184 tenant establishes, attempts to establish, or participates in a
185 tenant organization.

186 Section 5. Subsection (4) is added to section 83.46,
187 Florida Statutes, to read:

188 83.46 Rent; duration of tenancies.—

189 (4) A landlord must provide to a tenant a written notice,
190 by certified mail or hand delivery, of a planned rent increase
191 at least 60 days before the rental agreement renewal period. If
192 the rent increase is more than 5 percent, the landlord must
193 provide notice, by certified mail or hand delivery, at least 3
194 months before the rental agreement renewal period. If the rent
195 increase is more than 5 percent, the notice must also contain a
196 statement that the tenant may elect to participate in nonbinding
197 mediation, at the expense of the tenant, by providing written
198 notice to the landlord, by certified mail or hand delivery,
199 within 14 days after receipt of the notice of the rent increase.
200 For a tenancy without a specific duration, the landlord must

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201 provide written notice, by certified mail or hand delivery, of a
202 planned rent increase within the timeframes provided in s.
203 83.57.

204 Section 6. Paragraph (c) is added to subsection (1) of
205 section 83.47, Florida Statutes, to read:

206 83.47 Prohibited provisions in rental agreements.—

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

209 (c) Purports that early termination of a rental agreement
210 because of an incident involving actual or threatened domestic
211 violence, dating violence, sexual violence, or stalking, in
212 which the tenant or the tenant's minor child is a victim and not
213 the perpetrator, is a breach of the rental agreement.

214 Section 7. Subsections (1) through (9) of section 83.49,
215 Florida Statutes, are renumbered as subsections (2) through
216 (10), respectively, present subsections (1) through (5), (7),
217 and (9) are amended, and a new subsection (1) is added to that
218 section, to read:

219 83.49 Deposit money or advance rent; duty of landlord and
220 tenant.—

221 (1)(a) A landlord may not charge a tenant a security
222 deposit that is more than 1 month's rent.

223 (b) The landlord must allow the tenant, in his or her
224 discretion, to pay the total amount of the security deposit in
225 12 equal payments to be paid at the same time and in the same

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226 manner as the tenant's rent. If the duration of the rental
227 agreement is less than 1 year, the total amount of the deposit
228 must be paid in equal monthly payments based on the duration of
229 the tenancy and be paid at the same time and in the same manner
230 as the tenant's rent.

231 (c) If a tenant pays his or her security deposit according
232 to paragraph (b), when the rental agreement is terminated or the
233 tenant vacates or abandons the premises before the expiration of
234 the term specified in the rental agreement, the tenant is
235 entitled to a refund equivalent to the amount of the security
236 deposit that he or she already paid, minus any deductions
237 properly claimed by the landlord under subsection (4) for
238 damages.

239 (2)-(1) Whenever money is deposited or advanced by a tenant
240 on a rental agreement as security for performance of the rental
241 agreement or as advance rent for other than the next immediate
242 rental period, the landlord or the landlord's agent shall
243 either:

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

250 (a)-(b) Hold the total amount of such money in a separate

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251 interest-bearing account in a Florida banking institution for
252 the benefit of the tenant or tenants, in which case the tenant
253 shall receive and collect interest in an amount of at least 75
254 percent of the annualized average interest rate payable on such
255 account or interest at the rate of 5 percent per year, simple
256 interest, whichever the landlord elects. The landlord shall not
257 commingle such moneys with any other funds of the landlord or
258 hypothecate, pledge, or in any other way make use of such moneys
259 until such moneys are actually due the landlord; or

260 (b)~~(e)~~ Post a surety bond, executed by the landlord as
261 principal and a surety company authorized and licensed to do
262 business in the state as surety, with the clerk of the circuit
263 court in the county in which the dwelling unit is located in the
264 total amount of the security deposits and advance rent he or she
265 holds on behalf of the tenants or \$50,000, whichever is less.
266 The bond shall be conditioned upon the faithful compliance of
267 the landlord with the provisions of this section and shall run
268 to the Governor for the benefit of any tenant injured by the
269 landlord's violation of the provisions of this section. In
270 addition to posting the surety bond, the landlord shall pay to
271 the tenant interest at the rate of 5 percent per year, simple
272 interest. A landlord, or the landlord's agent, engaged in the
273 renting of dwelling units in five or more counties, who holds
274 deposit moneys or advance rent and who is otherwise subject to
275 the provisions of this section, may, in lieu of posting a surety

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276 | bond in each county, elect to post a surety bond in the form and
277 | manner provided in this paragraph with the office of the
278 | Secretary of State. The bond shall be in the total amount of the
279 | security deposit or advance rent held on behalf of tenants or in
280 | the amount of \$250,000, whichever is less. The bond shall be
281 | conditioned upon the faithful compliance of the landlord with
282 | the provisions of this section and shall run to the Governor for
283 | the benefit of any tenant injured by the landlord's violation of
284 | this section. In addition to posting a surety bond, the landlord
285 | shall pay to the tenant interest on the security deposit or
286 | advance rent held on behalf of that tenant at the rate of 5
287 | percent per year simple interest.

288 | (3)~~(2)~~ The landlord shall, in the rental ~~lease~~ agreement
289 | or within 30 days after receipt of advance rent or a security
290 | deposit, give written notice to the tenant which includes
291 | disclosure of the advance rent or security deposit. Subsequent
292 | to providing such written notice, if the landlord changes the
293 | manner or location in which he or she is holding the advance
294 | rent or security deposit, he or she must notify the tenant
295 | within 30 days after the change as provided in paragraphs (a) -
296 | (d). The landlord is not required to give new or additional
297 | notice solely because the depository has merged with another
298 | financial institution, changed its name, or transferred
299 | ownership to a different financial institution. This subsection
300 | does not apply to any landlord who rents fewer than five

301 individual dwelling units. Failure to give this notice is not a
 302 defense to the payment of rent when due. The written notice
 303 must:

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

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

308 (c) State that ~~whether~~ the tenant is entitled to interest
 309 on the deposit and the amount of the interest.

310 (d) Contain the following disclosure:

311 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
 312 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
 313 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
 314 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
 315 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
 316 LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
 317 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE
 318 DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR
 319 OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
 320 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST
 321 MAIL YOU THE REMAINING DEPOSIT, IF ANY.

322 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD
 323 MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU
 324 FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE
 325 LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A

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326 LAWSUIT CLAIMING A REFUND.
327 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
328 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
329 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
330 THE LOSING PARTY.
331 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
332 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
333 OBLIGATIONS.

334 (4)~~(3)~~ The landlord or the landlord's agent may disburse
335 advance rents from the deposit account to the landlord's benefit
336 when the advance rental period commences and without notice to
337 the tenant. For all other deposits:

338 (a) Upon ~~the vacating of the premises for~~ termination of
339 the rental agreement lease, ~~if the landlord does not intend to~~
340 ~~impose a claim on the security deposit~~, the landlord must ~~shall~~
341 ~~have 15 days to~~ return the security deposit together with
342 interest within 30 days after the tenant vacates the premises.
343 ~~if otherwise required, or~~ The landlord has ~~shall have~~ 30 days
344 from when the tenant vacates the premises to give the tenant
345 written notice by certified mail to the tenant's last known
346 mailing address of his or her intention to impose a claim on the
347 deposit and the reason for imposing the claim. The notice must
348 ~~shall~~ contain a statement in substantially the following form:

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

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351 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
352 Florida Statutes. You are hereby notified that you must object
353 in writing to this deduction from your security deposit within
354 15 days from the time you receive this notice or I will be
355 authorized to deduct my claim from your security deposit. Your
356 objection must be sent to ...(landlord's address)....
357 If the landlord fails to give the required notice within the 30-
358 day period, he or she forfeits the right to impose a claim upon
359 the security deposit and may not seek a setoff against the
360 deposit but may file an action for damages after return of the
361 deposit.

362 (b) Unless the tenant objects to the imposition of the
363 landlord's claim or the amount thereof within 15 days after
364 receipt of the landlord's notice of intention to impose a claim,
365 the landlord may ~~then~~ deduct the amount of his or her claim and
366 must shall remit the balance of the deposit and any interest to
367 the tenant within 30 days after the date of the notice of
368 intention to impose a claim for damages. The failure of the
369 tenant to make a timely objection does not waive any rights of
370 the tenant to seek damages in a separate action.

371 (c) If either party institutes an action in a court of
372 competent jurisdiction to adjudicate the party's right to the
373 security deposit, the prevailing party is entitled to receive
374 his or her court costs plus a reasonable fee for his or her
375 attorney. If a court finds that the landlord failed to meet the

376 requirements of this section, the court must award the tenant
 377 damages equal to three times the amount of the tenant's security
 378 deposit. The court shall advance the cause on the calendar.

379 (d) Compliance with this section by an individual or
 380 business entity authorized to conduct business in this state,
 381 including Florida-licensed real estate brokers and sales
 382 associates, constitutes compliance with all other relevant
 383 Florida Statutes pertaining to security deposits held pursuant
 384 to a rental agreement or other landlord-tenant relationship.
 385 Enforcement personnel shall look solely to this section to
 386 determine compliance. This section prevails over any conflicting
 387 provisions in chapter 475 and in other sections of the Florida
 388 Statutes, and operates ~~shall operate~~ to permit licensed real
 389 estate brokers to disburse security deposits and deposit money
 390 without having to comply with the notice and settlement
 391 procedures contained in s. 475.25(1)(d).

392 ~~(5)-(4)~~ ~~The provisions of~~ This section does ~~do~~ not apply to
 393 transient rentals by hotels or motels as defined in chapter 509
 394 ~~or nor do they apply~~ in those instances in which the amount of
 395 rent or deposit, or both, is regulated by law or by rules or
 396 regulations of a public body, including public housing
 397 authorities and federally administered or regulated housing
 398 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
 399 of the National Housing Act, as amended, other than for rent
 400 stabilization. With the exception of subsections (4), (6), and

401 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
 402 authorities or public housing agencies created pursuant to
 403 chapter 421 or other statutes.

404 (6)~~(5)~~ Except when otherwise provided by the terms of a
 405 written rental agreement lease, any tenant who vacates or
 406 abandons the premises before ~~prior to~~ the expiration of the term
 407 specified in the written rental agreement lease, or any tenant
 408 who vacates or abandons premises which are the subject of a
 409 tenancy from week to week, month to month, quarter to quarter,
 410 or year to year, must ~~shall~~ give at least 7 days' written
 411 notice, which notice must include the address where the tenant
 412 may be reached, by certified mail or personal delivery to the
 413 landlord before ~~prior to~~ vacating or abandoning the premises
 414 ~~which notice shall include the address where the tenant may be~~
 415 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
 416 landlord of the notice requirement of paragraph (3) (a) but does
 417 ~~shall~~ not waive any right the tenant may have to the security
 418 deposit or any part of it.

419 (8)~~(7)~~ Upon the sale or transfer of title of the rental
 420 property from one owner to another, or upon a change in the
 421 designated rental agent, any and all security deposits or
 422 advance rents being held for the benefit of the tenants must
 423 ~~shall~~ be transferred to the new owner or agent, together with
 424 any earned interest and with an accurate accounting showing the
 425 amounts to be credited to each tenant account. Upon the transfer

426 of such funds and records to the new owner or agent, and upon
 427 transmittal of a written receipt therefor, the transferor is
 428 free from the obligation imposed in subsection (2)~~(1)~~ to hold
 429 such moneys on behalf of the tenant. There is a rebuttable
 430 presumption that any new owner or agent received the security
 431 deposit from the previous owner or agent; however, this
 432 presumption is limited to 1 month's rent. This subsection does
 433 not excuse the landlord or agent for a violation of other
 434 provisions of this section while in possession of such deposits.

435 ~~(10)(9) In those cases in which interest is required to be~~
 436 ~~paid to the tenant,~~ The landlord shall pay directly to the
 437 tenant, or credit against the current month's rent, the interest
 438 due to the tenant at least once annually. However, ~~no~~ interest
 439 may not be paid to ~~shall be due~~ a tenant who wrongfully
 440 terminates his or her tenancy before ~~prior to~~ the end of the
 441 rental term.

442 Section 8. Paragraph (a) of subsection (1) of section
 443 83.51, Florida Statutes, is amended to read:

444 83.51 Landlord's obligation to maintain premises.—

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

446 (a) Comply with the requirements of applicable building,
 447 housing, and health codes. The landlord, at commencement of the
 448 tenancy, must inspect the dwelling unit to ensure compliance
 449 with all applicable codes; or

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

455 Section 9. Section 83.54, Florida Statutes, is amended to
456 read:

457 83.54 Enforcement of rights and duties; civil action;
458 criminal offenses.—Any right or duty declared in this part is
459 enforceable by civil action. A right or duty enforced by civil
460 action under this section does not preclude prosecution for a
461 criminal offense related to the rental agreement or rented
462 dwelling unit or premises lease or leased property. In an action
463 brought by a tenant for wrongful termination of a rental
464 agreement, if the court finds in favor of the tenant, any
465 eviction complaint filed by the landlord must be dismissed and
466 the record of such filing removed from the tenant's credit
467 report.

468 Section 10. Subsections (5) and (6) of section 83.56,
469 Florida Statutes, are renumbered as subsections (6) and (7),
470 respectively, subsections (2), (3), and (4), and paragraph (b)
471 of present subsection (5), and present subsection (6) are
472 amended, and new subsections (5) and (8) are added to that
473 section, to read:

474 83.56 Termination of rental agreement.—

475 (2) (a) A landlord must have good cause to terminate a

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476 rental agreement. The following reasons constitute good cause
477 allowing for termination of a rental agreement:

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

480 2. A tenant's disorderly conduct or continued unreasonable
481 disturbance.

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

483 4. A violation or breach of the landlord's reasonable
484 rules and regulations.

485 5. A violation or breach of covenants or agreements
486 contained in the rental agreement.

487 6. Use of the dwelling unit or premises for illegal
488 purposes or acts that the tenant has been criminally charged
489 with, including, but not limited to, the manufacture, sale, or
490 use of illegal drugs, theft of property, or assault or threats
491 on the landlord or his or her relatives, as defined in s.
492 494.001(33), or employees.

493 7. The dwelling unit or premises are removed from the
494 rental market because the state, any political subdivision as
495 defined in s. 1.01(8), or other entity exercises its power of
496 eminent domain, the landlord seeks in good faith to permanently
497 remove the property from the rental market, or the landlord is
498 converting the dwelling unit or premises from the rental market
499 to a condominium, cooperative, or fee simple ownership.

500 8. The dwelling unit or premises are being used as an

501 incident of employment and such employment is terminated.

502 9. The landlord seeks in good faith to recover possession
 503 of the dwelling unit or premises for his or her own use and
 504 occupancy as a principal residence, or for the use and occupancy
 505 as a principal residence by a relative, as defined in s.
 506 494.001(33), of the landlord.

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

511 1.(a) If the violation such noncompliance is of a nature
 512 that the tenant should not be given an opportunity to cure it or
 513 if the violation noncompliance constitutes a subsequent or
 514 continuing violation noncompliance within 12 months after ~~of~~ a
 515 written warning by the landlord of a similar violation, deliver
 516 a written notice to the tenant specifying the violation
 517 ~~noncompliance~~ and the landlord's intent to terminate the rental
 518 agreement by reason thereof. ~~Examples of noncompliance which are~~
 519 ~~of a nature that the tenant should not be given an opportunity~~
 520 ~~to cure include, but are not limited to, destruction, damage, or~~
 521 ~~misuse of the landlord's or other tenants' property by~~
 522 ~~intentional act or a subsequent or continued unreasonable~~
 523 ~~disturbance.~~ In such event, the landlord may terminate the
 524 rental agreement, and the tenant has ~~shall have~~ 7 days after
 525 ~~from~~ the date that the notice is delivered to vacate the

526 premises. The notice must ~~shall~~ be in substantially the
 527 following form:

528 You are advised that your rental agreement ~~lease~~ is
 529 terminated effective immediately. You ~~shall~~ have 7 days after
 530 ~~from~~ the delivery of this letter to vacate the premises. This
 531 action is taken because ... (cite the violation
 532 ~~noncompliance~~)

533 2.(b) If the violation ~~such noncompliance~~ is of a nature
 534 that the tenant should be given an opportunity to cure it,
 535 deliver a written notice to the tenant specifying the violation
 536 ~~noncompliance~~, including a notice that, if the violation
 537 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
 538 that the written notice is delivered, the landlord will ~~shall~~
 539 terminate the rental agreement by reason thereof. ~~Examples of~~
 540 ~~such noncompliance include, but are not limited to, activities~~
 541 ~~in contravention of the lease or this part such as having or~~
 542 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
 543 ~~unauthorized manner or permitting such parking; or failing to~~
 544 ~~keep the premises clean and sanitary.~~ If such violation
 545 ~~noncompliance~~ recurs within 12 months after receipt of such
 546 notice, an eviction action may commence without delivering a
 547 subsequent notice pursuant to subparagraph 1. ~~paragraph (a)~~ or
 548 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
 549 substantially the following form:

550 You are hereby notified that ... (cite the violation

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551 ~~noncompliance~~).... Demand is hereby made that you remedy the
552 violation ~~noncompliance~~ within 7 days after ~~of~~ receipt of this
553 notice or your rental agreement will be ~~lease shall be deemed~~
554 terminated and you must ~~shall~~ vacate the premises upon such
555 termination. If this same conduct or conduct of a similar nature
556 is repeated within 12 months, your tenancy is subject to
557 termination without further warning and without your being given
558 an opportunity to cure the violation ~~noncompliance~~.

559 (c) If any other reason provided in paragraph (a) exists,
560 the landlord may deliver a written notice to the tenant of the
561 landlord's intent to terminate the rental agreement. The written
562 notice must specify the reason for the termination. In such
563 event, the tenant has 7 days after the date that the notice is
564 delivered to vacate the premises.

565 (3) If the tenant fails to pay rent when due and the
566 default continues for 3 days, excluding Saturday, Sunday, and
567 legal holidays, after delivery of written demand by the landlord
568 for payment of the rent or possession of the premises, or if the
569 tenant habitually pays late or fails to pay the full amount of
570 rent after being given notice of a rent increase as required in
571 s. 83.46(4), the landlord may terminate the rental agreement.
572 Habitual late payments means more than one late payment
573 following the landlord's first written demand for payment. Legal
574 holidays for the purpose of this section shall be court-observed
575 holidays only. The 3-day notice shall contain a statement in

576 substantially the following form:

577 You are hereby notified that you are indebted to me in the
 578 sum of dollars for the rent and use of the premises
 579 ... (address of leased premises, including county) ..., Florida,
 580 now occupied by you and that I demand payment of the rent or
 581 possession of the premises within 3 days (excluding Saturday,
 582 Sunday, and legal holidays) after ~~from~~ the date of delivery of
 583 this notice, to wit: on or before the day of,
 584 ... (year)

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

587 (4) The delivery of the written notices required by
 588 subsections (1), (2), ~~and~~ (3), and (8) ~~shall~~ be by mailing
 589 or delivery of a true copy thereof or, if the tenant is absent
 590 from the premises, by leaving a copy thereof at the residence.
 591 The notice requirements of subsections (1), (2), ~~and~~ (3), and
 592 (8) may not be waived in the rental agreement ~~lease~~.

593 (5) Notwithstanding any other law to the contrary, if the
 594 landlord knows or reasonably should know that the tenant is
 595 pregnant or there are children under the age of 18 years living
 596 in the dwelling unit, the landlord must provide the tenant at
 597 least 3 months after delivery of a written notice under
 598 subsection (2) or subsection (3) to vacate the premises before
 599 bringing an action for possession of the dwelling unit under s.
 600 83.59.

601 ~~(6)-(5)~~
 602 (b) Any tenant who wishes to defend against an action by
 603 the landlord for possession of the unit for noncompliance of the
 604 rental agreement or of relevant statutes must comply with s.
 605 83.60(2). The court may not set a date for mediation or trial
 606 unless the provisions of s. 83.60(2) have been met, ~~but must~~
 607 ~~enter a default judgment for removal of the tenant with a writ~~
 608 ~~of possession to issue immediately if the tenant fails to comply~~
 609 ~~with s. 83.60(2).~~

610 ~~(7)-(6)~~ If the rental agreement is terminated, the landlord
 611 shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

612 (8)(a) If the landlord seeks in good faith to undertake
 613 substantial repairs to the dwelling unit or premises that cannot
 614 be completed while the dwelling unit is occupied, and that are
 615 necessary to bring the dwelling unit or premises into compliance
 616 with applicable codes and laws or under an outstanding notice of
 617 code violations, the landlord may deliver a written notice to
 618 the tenant of the landlord's intent to terminate the rental
 619 agreement. In such event, the tenant has 7 days after the date
 620 that the notice is delivered to vacate the premises.

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

623 1. A statement in substantially the following form: "When
 624 the needed repairs are completed on your dwelling unit or the
 625 premises, the landlord must offer you the opportunity to return

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626 to your dwelling unit with a rental agreement of substantially
627 the same terms and at the same rent, subject to the landlord's
628 right to obtain a rent increase for capital improvements."

629 2. If a landlord owns other residential dwelling units and
630 any such unit is available, a statement informing the tenant of
631 the existence of the available unit and an offer to enter into a
632 temporary rental agreement for the available unit or an offer to
633 enter into a new rental agreement for the available unit. The
634 landlord must offer the replacement dwelling unit to the tenant
635 at a rent based on the rent that the tenant is currently paying,
636 allowing for adjustments based on the condition, size, and other
637 amenities of the replacement unit.

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

641 (c) Upon completion of the repairs of the dwelling unit or
642 premises, the landlord must offer the tenant the first right to
643 return to the dwelling unit at the same rent and under a rental
644 agreement of substantially the same terms, subject to the
645 landlord's right to obtain a rent increase for capital
646 improvements.

647 Section 11. Subsection (2) of section 83.60, Florida
648 Statutes, is amended to read:

649 83.60 Defenses to action for rent or possession;
650 procedure.—

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651 (2) In an action by the landlord for possession of a
652 dwelling unit, if the tenant interposes any defense other than
653 payment, including, but not limited to, the defense of a
654 defective 3-day notice, the tenant must ~~shall~~ pay into the
655 registry of the court the accrued rent as alleged in the
656 complaint or as determined by the court and the rent that
657 accrues during the pendency of the proceeding, when due. The
658 clerk shall notify the tenant of such requirement in the
659 summons. ~~Failure of the tenant to pay the rent into the registry~~
660 ~~of the court or to file a motion to determine the amount of rent~~
661 ~~to be paid into the registry within 5 days, excluding Saturdays,~~
662 ~~Sundays, and legal holidays, after the date of service of~~
663 ~~process constitutes an absolute waiver of the tenant's defenses~~
664 ~~other than payment, and the landlord is entitled to an immediate~~
665 ~~default judgment for removal of the tenant with a writ of~~
666 ~~possession to issue without further notice or hearing thereon.~~
667 If a motion to determine rent is filed, documentation in support
668 of the allegation that the rent as alleged in the complaint is
669 in error is required. Public housing tenants or tenants
670 receiving rent subsidies are required to deposit only that
671 portion of the full rent for which they are responsible pursuant
672 to the federal, state, or local program in which they are
673 participating.

674 Section 12. Section 83.626, Florida Statutes, is created
675 to read:

676 83.626 Court records of eviction proceedings.-
 677 (1) A tenant or mobile home owner who is a defendant in an
 678 eviction proceeding under this part or s. 723.061 may file a
 679 motion with the court to have the records of such proceeding
 680 sealed and to have his or her name substituted with "tenant" on
 681 the progress docket if any of the following conditions are
 682 satisfied:
 683 (a) The parties file a joint stipulation requesting relief
 684 under this section.
 685 (b) The case was dismissed.
 686 (c) The case was resolved by settlement or stipulation of
 687 the parties and the defendant has complied with the terms of the
 688 agreement.
 689 (d) A default judgment was entered against the defendant
 690 and the defendant has satisfied any monetary award included in
 691 the judgment. This paragraph does not apply if the action was
 692 brought under s. 83.56(2)(a) or s. 723.061(1)(b) or (c) for
 693 material noncompliance, other than nonpayment of rent, because
 694 of the tenant's intentional destruction, damage, or misuse of
 695 the landlord's property.
 696 (e) A judgment was entered against the defendant on the
 697 merits at least 5 years before the motion was filed under this
 698 subsection and the defendant has satisfied any monetary award
 699 included in the judgment. This paragraph does not apply if the
 700 action was brought under s. 83.56(2)(a) or s. 723.061(1)(b) or

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701 (c) for material noncompliance, other than nonpayment of rent,
702 because of the tenant's intentional destruction, damage, or
703 misuse of the landlord's property.

704 (2)(a) The court shall grant such motion without a hearing
705 if the requirements in paragraph (1)(a) or paragraph (1)(b) are
706 satisfied.

707 (b) If the defendant files a motion on the basis of
708 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
709 satisfied, the defendant must also serve a copy of the motion on
710 all parties to the proceeding. If a written objection is filed
711 within 30 days after such service, the court must schedule a
712 hearing. If no written objection is filed within 30 days after
713 service of the motion, or the court determines after a hearing
714 that the defendant is eligible for relief, the court must grant
715 the motion.

716 (3) A tenant or mobile home owner is entitled to relief
717 under subsection (2) only once. When a tenant or mobile home
718 owner files a motion under subsection (1), he or she must also
719 submit a sworn statement under penalty of perjury affirming that
720 he or she has not previously received such relief from a court
721 in the state.

722 (4) In an eviction proceeding under this part or s.
723 723.061, the court must substitute a defendant's name on the
724 progress docket with "tenant" if a judgment is entered in favor
725 of the defendant.

726 (5) A defendant is not eligible for relief under this
 727 section if:

728 (a) During any 12-month period, the defendant has had a
 729 judgment entered against him or her in two or more eviction
 730 proceedings; or

731 (b) During any 24-month period, the defendant has had a
 732 judgment entered against him or her in three or more eviction
 733 proceedings.

734 (6) This section applies to any judgment entered before,
 735 on, or after July 1, 2023.

736 Section 13. Section 83.63, Florida Statutes, is amended to
 737 read:

738 83.63 Casualty damage.—If the premises are damaged or
 739 destroyed other than by the wrongful or negligent acts of the
 740 tenant so that the enjoyment of the premises is substantially
 741 impaired, the tenant may terminate the rental agreement and
 742 immediately vacate the premises. The tenant may vacate the part
 743 of the premises rendered unusable by the casualty, in which case
 744 the tenant's liability for rent shall be reduced by the fair
 745 rental value of that part of the premises damaged or destroyed.
 746 If the rental agreement is terminated, the landlord shall comply
 747 with s. 83.49(4) ~~s. 83.49(3)~~.

748 Section 14. Section 83.67, Florida Statutes, is amended to
 749 read:

750 83.67 Prohibited practices.—

751 (1) A landlord of any dwelling unit governed by this part
 752 ~~may shall~~ not cause, directly or indirectly, the termination or
 753 interruption of any utility service furnished to the tenant,
 754 including, but not limited to, water, heat, light, electricity,
 755 gas, elevator, garbage collection, or refrigeration, whether or
 756 not the utility service is under the control of, or payment is
 757 made by, the landlord.

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

762 (3) A landlord of any dwelling unit governed by this part
 763 ~~may shall~~ not discriminate against a servicemember in offering a
 764 dwelling unit for rent or in any of the terms of the rental
 765 agreement.

766 (4) A landlord of any dwelling unit governed by this part
 767 may not discriminate against a person in offering a dwelling
 768 unit for rent or in any of the terms of the rental agreement
 769 based on the person's race; color; religion; sex; pregnancy;
 770 national origin; age; physical, mental, or developmental
 771 disability; HIV status; familial status; sexual orientation;
 772 gender identity; source of income; or credit score. For purposes
 773 of this subsection, the term:

774 (a) "Familial status" means the makeup of a person's
 775 family, including whether there is a child under the age of 18

776 living with the person or whether the person is seeking custody
777 of a child under the age of 18.

778 (b) "Gender identity" means the identity, appearance, or
779 behavior of a person, regardless of whether such identity,
780 appearance, or behavior is different from that traditionally
781 associated with the person's physiology or assigned sex at
782 birth.

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

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

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

792 (7) Unless otherwise required by law, a landlord of any
793 dwelling unit governed by this part may not inquire into or
794 consider a prospective tenant's criminal history on a rental
795 application or rental agreement. A landlord may inquire into or
796 consider a prospective tenant's criminal history only after the
797 landlord otherwise determines that the prospective tenant
798 otherwise qualifies to rent a dwelling unit.

799 (8) If a landlord requires a prospective tenant to
800 complete a rental application before residing in a dwelling

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801 unit, the landlord may not charge an excessive rental
802 application fee. If, after a prospective tenant submits a rental
803 application and application fee, a dwelling unit is not
804 available, the landlord must refund the application fee to the
805 prospective tenant.

806 (9)-(4) A landlord may ~~shall~~ not prohibit a tenant from
807 displaying one portable, removable, cloth or plastic United
808 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
809 respectful manner in or on the dwelling unit regardless of any
810 provision in the rental agreement dealing with flags or
811 decorations. The United States flag shall be displayed in
812 accordance with s. 83.52(6). The landlord is not liable for
813 damages caused by a United States flag displayed by a tenant.
814 Any United States flag may not infringe upon the space rented by
815 any other tenant.

816 (10)-(5) A landlord of any dwelling unit governed by this
817 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
818 or windows of the unit except for purposes of maintenance,
819 repair, or replacement; and the landlord may ~~shall~~ not remove
820 the tenant's personal property from the dwelling unit unless
821 such action is taken after surrender, abandonment, recovery of
822 possession of the dwelling unit due to the death of the last
823 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
824 eviction. If provided in the rental agreement or a written
825 agreement separate from the rental agreement, upon surrender or

826 abandonment by the tenant, the landlord is not required to
 827 comply with s. 715.104 and is not liable or responsible for
 828 storage or disposition of the tenant's personal property; if
 829 provided in the rental agreement, there must be printed or
 830 clearly stamped on such rental agreement a legend in
 831 substantially the following form:

832 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
 833 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
 834 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
 835 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD IS ~~SHALL~~
 836 NOT ~~BE~~ LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
 837 TENANT'S PERSONAL PROPERTY.

838 For the purposes of this section, abandonment is determined
 839 ~~shall be~~ as provided ~~set forth~~ in s. 83.59(3)(c).

840 (11)-(6) A landlord who violates any provision of this
 841 section is ~~shall be~~ liable to the tenant for actual and
 842 consequential damages or 3 months' rent, whichever is greater,
 843 and costs, including attorney ~~attorney's~~ fees. Subsequent or
 844 repeated violations that are not contemporaneous with the
 845 initial violation are ~~shall be~~ subject to separate awards of
 846 damages.

847 (12)-(7) A violation of this section constitutes
 848 irreparable harm for the purposes of injunctive relief.

849 (13)-(8) The remedies provided by this section are not
 850 exclusive and do not preclude the tenant from pursuing any other

851 remedy at law or equity that the tenant may have. The remedies
 852 provided by this section ~~shall~~ also apply to a servicemember or
 853 person who is a prospective tenant who has been discriminated
 854 against under subsection (3) or subsection (4) ~~subsection (3)~~.

855 Section 15. Section 83.675, Florida Statutes, is created
 856 to read:

857 83.675 Tenant opportunity to purchase.—

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

859 (a) "Bona fide offer of sale" means an offer for a price,
 860 and, including other material terms, that is at least as
 861 favorable as what would be accepted by a purchaser in an arm's
 862 length third-party contract, that is comparable to that at which
 863 a willing seller and a willing buyer would sell and purchase the
 864 dwelling unit or the premises on which the dwelling unit is
 865 located, or that is the appraised value.

866 (b) "Highest and best use" means the reasonable legal use
 867 of a dwelling unit or the premises on which the dwelling unit is
 868 located that is physically possible, appropriately supported,
 869 and financially feasible and that results in the highest value
 870 of the dwelling unit or premises.

871 (c) "Matter-of-right" means the appropriate land use,
 872 development density, or building requirements of the dwelling
 873 unit or the premises on which the dwelling unit is located under
 874 zoning regulations and law.

875 (2) Before a landlord may sell a dwelling unit or the

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876 premises on which a dwelling unit is located or issue a notice
877 to vacate the dwelling unit or premises for purposes of
878 demolition or discontinuance of housing use, the landlord must
879 give the tenant an opportunity to purchase the dwelling unit or
880 the premises at a price and with material terms that represent a
881 bona fide offer of sale.

882 (3) A landlord shall provide the tenant a copy of the
883 offer of sale, in the preferred language of the tenant, by hand
884 delivery, e-mail, and certified mail. A landlord may not retain
885 a percentage of ownership in the dwelling unit or the premises
886 on which the dwelling unit is located in the offer of sale.

887 (4) The sales price contained in the offer of sale may not
888 be more than a price comparable to that at which a willing
889 seller and a willing buyer would sell and purchase the dwelling
890 unit or the premises on which the dwelling unit is located or
891 the appraised value of the dwelling unit or premises.

892 (5) The appraisal value must be based on rights a landlord
893 has as a matter-of-right as of the date of the offer of sale,
894 including any existing right a landlord may have to convert the
895 dwelling unit or the premises on which the dwelling unit is
896 located to another use. The appraisal value may take into
897 consideration the highest and best use of the dwelling unit or
898 premises.

899 (6) A tenant may challenge an offer of sale as not being a
900 bona fide offer of sale and request a determination of the

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901 appraised value by an independent licensed appraiser, as defined
902 in s. 475.611, at the expense of the tenant, by providing
903 written notice to the landlord and the Division of Consumer
904 Services within the Department of Agriculture and Consumer
905 Services by hand delivery, electronic transmission, or certified
906 mail within 30 days after receipt of the offer of sale.

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

910 Section 16. Section 83.676, Florida Statutes, is created
911 to read:

912 83.676 Early termination of rental agreement by a victim
913 of domestic violence, dating violence, sexual violence, or
914 stalking; lock changing.—

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

916 (a) "Dating violence" has the same meaning as in s.
917 784.046.

918 (b) "Domestic violence" has the same meaning as in s.
919 741.28.

920 (c) "Sexual violence" has the same meaning as in s.
921 784.046.

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

923 (2) A landlord may not terminate a rental agreement or
924 evict a tenant for an incident involving actual or threatened
925 domestic violence, dating violence, sexual violence, or stalking

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926 if the tenant or the tenant's minor child is the victim of such
927 actual or threatened violence or stalking. A rental agreement
928 may not include a provision deeming that early termination of a
929 rental agreement because of an incident involving actual or
930 threatened domestic violence, dating violence, sexual violence,
931 or stalking, in which the tenant or the tenant's minor child is
932 a victim and not the perpetrator, is a breach of the rental
933 agreement.

934 (3) (a) If a tenant or a tenant's minor child is a victim
935 of actual or threatened domestic violence, dating violence,
936 sexual violence, or stalking during the term of a rental
937 agreement, the tenant may, without penalty, terminate the rental
938 agreement at any time by providing the landlord with written
939 notice of the tenant's intent to terminate the rental agreement
940 and to vacate the premises because of such incident. The
941 termination of the rental agreement is effective immediately
942 upon delivery of the written notice and documentation specified
943 in paragraph (b), if applicable, to the landlord.

944 (b) Unless the landlord notifies the tenant that
945 documentation is not needed, a notice of termination from the
946 tenant required under paragraph (a) must be accompanied by
947 documentation verifying the tenant's or the tenant's minor
948 child's status as a victim of actual or threatened domestic
949 violence, dating violence, sexual violence, or stalking and may
950 include:

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

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

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

964 4. A copy of a law enforcement report documenting an
965 incident of actual or threatened domestic violence, dating
966 violence, sexual violence, or stalking against the tenant or the
967 tenant's minor child.

968 (c) A notice of termination from the tenant required under
969 paragraph (a) must be provided by certified mail or hand
970 delivery to the landlord, a person authorized to receive notices
971 on behalf of the landlord under s. 83.50, a resident manager, or
972 the person or entity that collects the rent on behalf of the
973 landlord.

974 (d) If a rental agreement with a specific duration is
975 terminated by a tenant under this subsection less than 30 days

976 before the end of the rental agreement, the tenant is liable for
977 the rent for the remaining period of the rental agreement. If a
978 rental agreement with a specific duration is terminated by a
979 tenant under this subsection 30 or more days before the end of
980 the rental agreement, the tenant is liable for prorated rent for
981 a period of 30 days immediately following delivery of the notice
982 of termination. After compliance with this paragraph, the tenant
983 is released from any further obligation to pay rent,
984 concessions, damages, fees, or penalties, and the landlord is
985 not entitled to the remedies provided in s. 83.595.

986 (e) If a rental agreement is terminated by a tenant under
987 this subsection, the landlord must comply with s. 83.49(3). A
988 tenant who terminates a rental agreement under this subsection
989 does not forfeit any deposit money or advance rent paid to the
990 landlord.

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

994 (g) If the perpetrator of actual or threatened domestic
995 violence, dating violence, sexual violence, or stalking is also
996 a tenant under the same rental agreement as the tenant who is a
997 victim, or whose minor child is a victim, of such actual or
998 threatened violence or stalking, neither the perpetrator's
999 liability for rent nor his or her other obligations under the
1000 rental agreement are terminated under this subsection, and the

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1001 landlord is entitled to the rights and remedies provided by this
1002 part against the perpetrator.

1003 (4) (a) A tenant or a tenant's minor child who is a victim
1004 of actual or threatened domestic violence, dating violence,
1005 sexual violence, or stalking and who wishes to remain in the
1006 dwelling unit may make a written request to the landlord
1007 accompanied by any one of the documents listed in paragraph
1008 (3) (b), and the landlord shall, within 24 hours after receipt of
1009 the request, change the locks of the tenant's dwelling unit and
1010 provide the tenant with a key to the new locks.

1011 (b) If the landlord fails to change the locks within 24
1012 hours, the tenant may change the locks without the landlord's
1013 permission, notwithstanding any contrary provision in the rental
1014 agreement or other applicable rules or regulations imposed by
1015 the landlord, if all of the following conditions have been met:

1016 1. The locks are changed in like manner as if the landlord
1017 had changed the locks, with locks of similar or better quality
1018 than the original locks.

1019 2. The landlord is notified within 24 hours after the
1020 changing of the locks.

1021 3. The landlord is provided a key to the new locks within
1022 a reasonable time.

1023 (c) If the locks are changed under this subsection, the
1024 landlord is not liable to any person who does not have access to
1025 the dwelling unit.

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1026 (5) A landlord may not refuse to enter into a rental
1027 agreement for a dwelling unit, refuse to negotiate for the
1028 rental of a dwelling unit, make a dwelling unit unavailable, or
1029 retaliate in the rental of a dwelling unit because:

1030 (a) The tenant, prospective tenant, or minor child of the
1031 tenant or prospective tenant is a victim of actual or threatened
1032 domestic violence, dating violence, sexual violence, or
1033 stalking; or

1034 (b) The tenant or prospective tenant has previously
1035 terminated a rental agreement because of an incident involving
1036 actual or threatened domestic violence, dating violence, sexual
1037 violence, or stalking in which the tenant, prospective tenant,
1038 or minor child of the tenant or prospective tenant was a victim.

1039
1040 However, the landlord may refuse to enter into a rental
1041 agreement, negotiate for the rental of a dwelling unit, or make
1042 a dwelling unit available if the tenant or prospective tenant
1043 fails to comply with the landlord's request for documentation of
1044 an incident of actual or threatened domestic violence, dating
1045 violence, sexual violence, or stalking that occurred before
1046 termination of a prior rental agreement. A landlord's request
1047 for documentation is satisfied upon the tenant's or prospective
1048 tenant's provision of any one of the documents listed in
1049 paragraph (3) (b).

1050 (6) All information provided to a landlord under

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1051 subsections (3), (4), and (5), including the fact that a tenant,
1052 prospective tenant, or a tenant's or prospective tenant's minor
1053 child is a victim of actual or threatened domestic violence,
1054 dating violence, sexual violence, or stalking, and including the
1055 tenant's forwarding address, is confidential. The landlord may
1056 not enter such information into any shared database or provide
1057 the information to any other person or entity, except to the
1058 extent such disclosure is:

1059 (a) Made to a person specified in paragraph (3)(c) solely
1060 for a legitimate business purpose;

1061 (b) Requested, or consented to, in writing by the tenant
1062 or the tenant's legal guardian;

1063 (c) Required for use in a judicial proceeding; or

1064 (d) Otherwise required by law.

1065 (7) A tenant or prospective tenant, on his or her own
1066 behalf or on behalf of his or her minor child, may file a civil
1067 action against a landlord for a violation of this section. A
1068 landlord who violates subsection (5) or subsection (6) is
1069 civilly liable to the victim for \$1,000 for punitive damages,
1070 actual and consequential damages, and court costs, including
1071 reasonable attorney fees, unless the landlord can show that this
1072 was the landlord's first violation and the violation was not
1073 committed in bad faith. Subsequent or repeated violations that
1074 are not contemporaneous with the initial violation are subject
1075 to separate awards of damages.

1076 (8) The provisions of this section may not be waived or
 1077 modified by a rental agreement.

1078 Section 17. Subsections (4) through (7) of section
 1079 125.0103, Florida Statutes are renumbered as subsections (3)
 1080 through (6), respectively, and present subsections (3) and (6)
 1081 of that section are amended, to read:

1082 125.0103 Ordinances and rules imposing price controls;
 1083 findings required; procedures.—

1084 ~~(3) Any law, ordinance, rule, or other measure which has~~
 1085 ~~the effect of imposing controls on rents shall terminate and~~
 1086 ~~expire within 1 year and shall not be extended or renewed except~~
 1087 ~~by the adoption of a new measure meeting all the requirements of~~
 1088 ~~this section.~~

1089 (5)~~(6)~~ In any court action brought to challenge the
 1090 validity of rent control imposed pursuant to the provisions of
 1091 this section, the evidentiary effect of any findings or
 1092 recitations required by subsection (4)~~(5)~~ shall be limited to
 1093 imposing upon any party challenging the validity of such measure
 1094 the burden of going forward with the evidence, and the burden of
 1095 proof (that is, the risk of nonpersuasion) shall rest upon any
 1096 party seeking to have the measure upheld.

1097 Section 18. Subsection (14) is added to section 163.31801,
 1098 Florida Statutes, to read:

1099 163.31801 Impact fees; short title; intent; minimum
 1100 requirements; audits; challenges.—

1101 (14) A local government may adopt by ordinance or a
 1102 special district may adopt by resolution an impact fee that is
 1103 charged to a developer when residents are displaced from their
 1104 homes due to gentrification by the developer. The revenue
 1105 generated from an impact fee must be used for affordable housing
 1106 in the county, municipality, or special district that adopted
 1107 such impact fee.

1108 Section 19. Subsections (4) through (7) of section
 1109 166.043, Florida Statutes are renumbered as subsections (3)
 1110 through (6), respectively, and present subsections (3) and (6)
 1111 of that section are amended, to read:

1112 166.043 Ordinances and rules imposing price controls;
 1113 findings required; procedures.—

1114 ~~(3) Any law, ordinance, rule, or other measure which has~~
 1115 ~~the effect of imposing controls on rents shall terminate and~~
 1116 ~~expire within 1 year and shall not be extended or renewed except~~
 1117 ~~by the adoption of a new measure meeting all the requirements of~~
 1118 ~~this section.~~

1119 (5)~~(6)~~ In any court action brought to challenge the
 1120 validity of rent control imposed pursuant to the provisions of
 1121 this section, the evidentiary effect of any findings or
 1122 recitations required by subsection (4)~~(5)~~ shall be limited to
 1123 imposing upon any party challenging the validity of such measure
 1124 the burden of going forward with the evidence, and the burden of
 1125 proof (that is, the risk of nonpersuasion) shall rest upon any

1126 party seeking to have the measure upheld.

1127 Section 20. Section 201.025, Florida Statutes, is created
 1128 to read:

1129 201.025 Tax on deeds relating to residential property
 1130 purchased by private equity firms.-

1131 (1) When a deed, an instrument, or other writing for a
 1132 residential single-family dwelling, a manufactured home, or an
 1133 apartment complex is granted, assigned, transferred, or
 1134 otherwise conveyed to a purchaser who is a private equity firm
 1135 or corporation that has at least \$20 million in assets, the tax
 1136 is \$100 on each \$100 of the consideration.

1137 (2) All documentary stamp tax revenues generated under
 1138 this section must be deposited into the Florida Affordable
 1139 Housing Trust Fund.

1140 (3) Taxes imposed by this section do not apply to an
 1141 assignment, a deed, a transfer, a conveyance, or other
 1142 disposition, which arises out of a transfer of real property if
 1143 the purchaser is:

1144 (a) A nonprofit organization as defined in s. 201.02(6).

1145 (b) A government entity as defined in s. 768.295(2).

1146 (c) A person purchasing such real property pursuant to a
 1147 government program to provide housing to low-income persons as
 1148 defined in s. 420.0004(11).

1149 Section 21. This act shall take effect July 1, 2023.