

HB31

2024

1 A bill to be entitled
2 An act relating to landlords and tenants; amending s.
3 83.46, F.S.; limiting rent increases of certain
4 residential tenancies to a specified amount; providing
5 applicability; amending s. 83.51, F.S.; requiring
6 certain landlords to provide functioning facilities
7 for air-conditioning; amending s. 83.56, F.S.;
8 revising the required notice to a tenant before a
9 landlord can terminate a rental agreement; authorizing
10 a landlord to terminate a rental agreement or bring an
11 action for noncompliance even if a tenant provides
12 partial payment of past due rent under certain
13 circumstances; amending s. 83.60, F.S.; conforming
14 provisions to changes made by the act; providing an
15 effective date.

16
17 Be It Enacted by the Legislature of the State of Florida:

18
19 Section 1. Subsection (4) is added to section 83.46,
20 Florida Statutes, to read:

21 83.46 Rent; duration of tenancies.—

22 (4)(a) If the same tenant occupies a dwelling unit over
23 any 12-month period, the rent for the dwelling unit may not be
24 increased more than once over that 12-month period.

25 (b) Beginning July 1, 2024, and subject to paragraph (c),

26 | a landlord may not, over the course of any 12-month period,
 27 | increase the rent for a dwelling unit more than 30 percent of
 28 | the current rent.

29 | (c)1. Paragraph (b) does not apply to a new rental
 30 | agreement in which no tenant from the prior rental agreement
 31 | remains in lawful possession of the dwelling unit when a
 32 | landlord is establishing the initial rent for the dwelling unit.
 33 | Paragraph (b) only applies to subsequent rent increases after
 34 | the initial rent has been established.

35 | 2. Paragraph (b) does not apply and a landlord may
 36 | increase the rent for a dwelling unit more than 30 percent of
 37 | the current rent if the landlord's actual expenses due to
 38 | repairs, fees, insurance adjustments, or property taxes exceed
 39 | 30 percent of the current rent.

40 | Section 2. Paragraph (a) of subsection (2) of section
 41 | 83.51, Florida Statutes, is amended to read:

42 | 83.51 Landlord's obligation to maintain premises.—

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

47 | 1. The extermination of rats, mice, roaches, ants, wood-
 48 | destroying organisms, and bedbugs. When vacation of the premises
 49 | is required for such extermination, the landlord is not liable
 50 | for damages but shall abate the rent. The tenant must

51 temporarily vacate the premises for a period of time not to
 52 exceed 4 days, on 7 days' written notice, if necessary, for
 53 extermination pursuant to this subparagraph.

- 54 2. Locks and keys.
- 55 3. The clean and safe condition of common areas.
- 56 4. Garbage removal and outside receptacles therefor.
- 57 5. Functioning facilities for air-conditioning, heat
 58 during winter, running water, and hot water.

59 Section 3. Subsection (3) and paragraph (a) of subsection
 60 (5) of section 83.56, Florida Statutes, are amended to read:

61 83.56 Termination of rental agreement.—

62 (3) If the tenant fails to pay rent when due and the
 63 default continues for 3 days, excluding Saturday, Sunday, and
 64 legal holidays, after delivery of written demand by the landlord
 65 for payment of the rent or possession of the premises, the
 66 landlord may terminate the rental agreement. Legal holidays for
 67 the purpose of this section are ~~shall be~~ court-observed holidays
 68 only. The ~~3-day~~ notice must ~~shall~~ contain a statement in
 69 substantially the following form:

70 You are hereby notified that you are indebted to me in the
 71 sum of dollars for the rent and use of the premises at
 72 ...(address of leased premises, including county)..., Florida,
 73 now occupied by you and that I demand payment of the rent or
 74 possession of the premises within 3 days (excluding Saturday,
 75 Sunday, and legal holidays) after ~~from~~ the date of delivery of

76 | this notice, to wit: on or before the day of,
 77 | ...(year).... If partial payment of the rent is made, I maintain
 78 | the right to terminate the rental agreement or bring a cause of
 79 | action for possession of the dwelling unit if the remainder of
 80 | the rent is not paid within 15 days after the date of delivery
 81 | of the partial payment.

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

83 | (5) (a) If the landlord accepts rent with actual knowledge
 84 | of a noncompliance by the tenant or accepts performance by the
 85 | tenant of any other provision of the rental agreement that is at
 86 | variance with its provisions, or if the tenant pays rent with
 87 | actual knowledge of a noncompliance by the landlord or accepts
 88 | performance by the landlord of any other provision of the rental
 89 | agreement that is at variance with its provisions, the landlord
 90 | or tenant waives his or her right to terminate the rental
 91 | agreement or to bring a civil action for that noncompliance, but
 92 | not for any subsequent or continuing noncompliance. However, a
 93 | landlord does not waive the right to terminate the rental
 94 | agreement or to bring a civil action for that noncompliance by
 95 | accepting partial rent for the period. If the tenant pays a
 96 | portion of the past due rent, the landlord may still terminate
 97 | the rental agreement or bring a civil action for that
 98 | noncompliance if the tenant fails to pay the remainder of the
 99 | past due amount within 15 days after the date of delivery of the
 100 | partial payment to the landlord. If partial rent is accepted

101 after posting the notice for nonpayment, the landlord must:

102 1. Provide the tenant with a receipt stating the date and
 103 amount received and the agreed upon date and balance of rent due
 104 before filing an action for possession;

105 2. Place the amount of partial rent accepted from the
 106 tenant in the registry of the court upon filing the action for
 107 possession; or

108 3. Deliver ~~Post~~ a new ~~3-day~~ notice as described in
 109 subsection (3) to the tenant which reflects ~~reflecting~~ the new
 110 amount of rent due.

111 Section 4. Subsection (2) of section 83.60, Florida
 112 Statutes, is amended to read:

113 83.60 Defenses to action for rent or possession;
 114 procedure.—

115 (2) In an action by the landlord for possession of a
 116 dwelling unit, if the tenant interposes any defense other than
 117 payment, including, but not limited to, the defense of a
 118 defective ~~3-day~~ notice as required under s. 83.56, the tenant
 119 shall pay into the registry of the court the accrued rent as
 120 alleged in the complaint or as determined by the court and the
 121 rent that accrues during the pendency of the proceeding, when
 122 due. The clerk shall notify the tenant of such requirement in
 123 the summons. Failure of the tenant to pay the rent into the
 124 registry of the court or to file a motion to determine the
 125 amount of rent to be paid into the registry within 5 days,

HB 31

2024

126 | excluding Saturdays, Sundays, and legal holidays, after the date
127 | of service of process constitutes an absolute waiver of the
128 | tenant's defenses other than payment, and the landlord is
129 | entitled to an immediate default judgment for removal of the
130 | tenant with a writ of possession to issue without further notice
131 | or hearing thereon. If a motion to determine rent is filed,
132 | documentation in support of the allegation that the rent as
133 | alleged in the complaint is in error is required. Public housing
134 | tenants or tenants receiving rent subsidies are required to
135 | deposit only that portion of the full rent for which they are
136 | responsible pursuant to the federal, state, or local program in
137 | which they are participating.

138 | Section 5. This act shall take effect July 1, 2024.