

By Senator Osgood

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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 and
5 frequency; providing applicability; amending s. 83.51,
6 F.S.; requiring certain landlords to provide
7 functioning facilities for air-conditioning; amending
8 s. 83.56, F.S.; defining the term "legal holidays";
9 revising the required notice to a tenant before a
10 landlord can terminate a rental agreement; authorizing
11 a landlord to terminate a rental agreement or bring an
12 action for noncompliance even if a tenant provides
13 partial payment of past due rent under certain
14 circumstances; amending s. 83.60, F.S.; conforming
15 provisions to changes made by the act; providing an
16 effective date.

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

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

22 83.46 Rent; duration of tenancies.—

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

26 (b) Beginning July 1, 2024, and subject to paragraph (c), a
27 landlord may not, over the course of any 12-month period,
28 increase the rent for a dwelling unit more than 30 percent of
29 the current rent.

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

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

41 Section 2. Paragraph (a) of subsection (2) of section
42 83.51, Florida Statutes, is amended to read:

43 83.51 Landlord's obligation to maintain premises.—

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

48 1. The extermination of rats, mice, roaches, ants, wood-
49 destroying organisms, and bedbugs. When vacation of the premises
50 is required for such extermination, the landlord is not liable
51 for damages but shall abate the rent. The tenant must
52 temporarily vacate the premises for a period of time not to
53 exceed 4 days, on 7 days' written notice, if necessary, for
54 extermination pursuant to this subparagraph.

55 2. Locks and keys.

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

57 4. Garbage removal and outside receptacles therefor.

58 5. Functioning facilities for air-conditioning, heat during

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59 winter, running water, and hot water.

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

62 83.56 Termination of rental agreement.—

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

71 You are hereby notified that you are indebted to me in the
72 sum of dollars for the rent and use of the premises at
73 ... (address of leased premises, including county) ..., Florida,
74 now occupied by you and that I demand payment of the rent or
75 possession of the premises within 3 days (excluding Saturday,
76 Sunday, and legal holidays) after ~~from~~ the date of delivery of
77 this notice, to wit: on or before the day of,
78 ... (year).... If partial payment of the rent is made, I maintain
79 the right to terminate the rental agreement or bring a cause of
80 action for possession of the dwelling unit if the remainder of
81 the rent is not paid within 15 days after the date of delivery
82 of the partial payment.

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

84 (5) (a) If the landlord accepts rent with actual knowledge
85 of a noncompliance by the tenant or accepts performance by the
86 tenant of any other provision of the rental agreement that is at
87 variance with its provisions, or if the tenant pays rent with

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

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

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

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

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

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

116 (2) In an action by the landlord for possession of a

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117 dwelling unit, if the tenant interposes any defense other than
118 payment, including, but not limited to, the defense of a
119 defective ~~3-day~~ notice as required under s. 83.56, the tenant
120 must ~~shall~~ pay into the registry of the court the accrued rent
121 as alleged in the complaint or as determined by the court and
122 the rent that accrues during the pendency of the proceeding,
123 when due. The clerk shall notify the tenant of such requirement
124 in the summons. Failure of the tenant to pay the rent into the
125 registry of the court or to file a motion to determine the
126 amount of rent to be paid into the registry within 5 days,
127 excluding Saturdays, Sundays, and legal holidays, after the date
128 of service of process constitutes an absolute waiver of the
129 tenant's defenses other than payment, and the landlord is
130 entitled to an immediate default judgment for removal of the
131 tenant with a writ of possession to issue without further notice
132 or hearing thereon. If a motion to determine rent is filed,
133 documentation in support of the allegation that the rent as
134 alleged in the complaint is in error is required. Public housing
135 tenants or tenants receiving rent subsidies are required to
136 deposit only that portion of the full rent for which they are
137 responsible pursuant to the federal, state, or local program in
138 which they are participating.

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