

By Senator Bracy Davis

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A bill to be entitled

An act relating to termination of a rental agreement by a victim of domestic violence, dating violence, sexual violence, or stalking; creating s. 83.676, F.S.; defining terms; prohibiting a landlord from terminating a rental agreement or evicting a tenant because the tenant or the tenant's minor child is a victim of actual or threatened domestic violence, dating violence, sexual violence, or stalking; specifying that a rental agreement may not contain certain provisions; authorizing a victim of such actual or threatened violence or stalking to terminate a rental agreement under certain circumstances; requiring certain documentation and written notice to be provided to the landlord; providing for liability for rent for both the tenant and the perpetrator, if applicable; specifying that a tenant does not forfeit certain money paid to the landlord for terminating the rental agreement under certain circumstances; requiring a landlord to change the locks of the dwelling unit within a specified time period under certain circumstances; authorizing the tenant to change the locks of the dwelling unit under certain circumstances; providing that certain information provided to a landlord from a tenant or a prospective tenant is confidential; prohibiting certain actions by a landlord under certain circumstances; authorizing filing of a civil action and an award of damages, fees, and costs under certain circumstances;

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prohibiting the waiver of certain provisions;  
providing an effective date.

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

Section 1. Section 83.676, Florida Statutes, is created to read:

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

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

(a) "Dating violence" has the same meaning as in s. 784.046(1)(d).

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

(c) "Sexual violence" has the same meaning as in s. 784.046(1)(c).

(d) "Stalking," as described in s. 784.048(2), means willfully, maliciously, and repeatedly following, harassing, or cyberstalking another person.

(2) A landlord may not terminate a rental agreement or evict a tenant for an incident involving actual or threatened domestic violence, dating violence, sexual violence, or stalking if the tenant or the tenant's minor child is the victim of such actual or threatened violence or stalking. A rental agreement may not include a provision deeming that early termination of a rental agreement because of an incident involving actual or threatened domestic violence, dating violence, sexual violence, or stalking, in which the tenant or the tenant's minor child is

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a victim and not the perpetrator, is a breach of the rental agreement.

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

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

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

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

3. A written verification from a domestic violence center certified under chapter 39 or a rape crisis center as defined in

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s. 794.055(2) which states that the tenant or the tenant's minor child is a victim of actual or threatened domestic violence, dating violence, sexual violence, or stalking; or

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

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

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

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

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landlord.

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

(g) If the perpetrator of actual or threatened domestic violence, dating violence, sexual violence, or stalking is also a tenant under the same rental agreement as the tenant who is a victim, or whose minor child is a victim, of such actual or threatened violence or stalking, neither the perpetrator's liability for rent nor his or her other obligations under the rental agreement are terminated under this subsection, and the landlord is entitled to the rights and remedies provided by this part against the perpetrator.

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

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

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

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146       2. The landlord is notified within 24 hours after the  
147 changing of the locks.

148       3. The landlord is provided a key to the new locks within a  
149 reasonable time.

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

153       (5) A landlord may not refuse to enter into a rental  
154 agreement for a dwelling unit, refuse to negotiate for the  
155 rental of a dwelling unit, make a dwelling unit unavailable, or  
156 retaliate in the rental of a dwelling unit because:

157       (a) The tenant, prospective tenant, or minor child of the  
158 tenant or prospective tenant is a victim of actual or threatened  
159 domestic violence, dating violence, sexual violence, or  
160 stalking; or

161       (b) The tenant or prospective tenant has previously  
162 terminated a rental agreement because of an incident involving  
163 actual or threatened domestic violence, dating violence, sexual  
164 violence, or stalking in which the tenant, prospective tenant,  
165 or minor child of the tenant or prospective tenant was a victim.

166  
167 However, the landlord may refuse to enter into a rental  
168 agreement, negotiate for the rental of a dwelling unit, or make  
169 a dwelling unit unavailable if the tenant or prospective tenant  
170 fails to comply with the landlord's request for documentation of  
171 an incident of actual or threatened domestic violence, dating  
172 violence, sexual violence, or stalking that occurred before  
173 termination of a prior rental agreement. A landlord's request  
174 for documentation is satisfied upon the tenant's or prospective

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tenant's provision of any one of the documents listed in  
paragraph (3)(b).

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

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

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

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

(d) Otherwise required by law.

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

(8) The provisions of this section may not be waived or

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204 modified by a rental agreement.

205 Section 2. This act shall take effect July 1, 2026.