

HB21C

2023C

1 A bill to be entitled
2 An act relating to housing; providing a short title;
3 creating s. 20.71, F.S.; creating the Department of
4 Housing and Tenant Rights as a new department of state
5 government; providing for the secretary of the
6 Department of Housing and Tenant Rights to be
7 appointed by the Governor and confirmed by the Senate;
8 providing duties of the secretary; providing the
9 purpose of the department; requiring a report on the
10 implementation of an empty homes tax be provided to
11 the Governor and Legislature by a specified date;
12 providing government reorganization for certain
13 chapters of law; amending s. 83.43, F.S.; revising
14 definitions; creating s. 83.455, F.S.; providing
15 requirements for rental agreements; requiring
16 landlords to provide certain information with rental
17 agreements; amending s. 83.46, F.S.; requiring that a
18 landlord provide written notice of a rent increase to
19 a tenant by a specified time; requiring such notice to
20 include an option for mediation under certain
21 circumstances; amending s. 83.47, F.S.; providing that
22 certain provisions in a rental agreement are void and
23 unenforceable; amending s. 83.49, F.S.; removing the
24 option for a landlord to deposit certain money into a
25 non-interest-bearing account; revising written notice

HB21C

2023C

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

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

76 | a rental agreement under certain circumstances;
 77 | requiring certain documentation and written notice to
 78 | landlord; providing for liability for rent for both
 79 | the tenant and the perpetrator, if applicable;
 80 | specifying that a tenant does not forfeit certain
 81 | money paid to the landlord for terminating the rental
 82 | agreement under certain circumstances; requiring a
 83 | landlord to change the locks of the dwelling unit
 84 | within a specified time period under certain
 85 | circumstances; authorizing the tenant to change the
 86 | locks of the dwelling unit under certain
 87 | circumstances; prohibiting certain actions by a
 88 | landlord under certain circumstances; authorizing
 89 | filing of a civil action and an award of damages,
 90 | fees, and costs under certain circumstances;
 91 | prohibiting the waiver of certain provisions; amending
 92 | s. 163.31801, F.S.; authorizing local governments and
 93 | special districts to adopt a specified impact fee;
 94 | requiring that the revenue generated from such impact
 95 | fee be used for a specified purpose; creating s.
 96 | 201.025, F.S.; providing the amount of documentary
 97 | stamp tax imposed on purchases of certain property by
 98 | certain entities; requiring revenue generated by such
 99 | tax to be deposited into the Florida Affordable
 100 | Housing Trust Fund; providing exceptions; providing an

101 effective date.

102

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

104

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

107 Section 2. Section 20.71, Florida Statutes, is created to
 108 read:

109 20.71 Department of Housing and Tenant Rights.-

110 (1) There is created the Department of Housing and Tenant
 111 Rights.

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

120 (3) The purpose of the department is to assist the
 121 Governor in working with the Legislature, state agencies, and
 122 other interested entities to formulate and implement coherent
 123 and consistent policies and strategies designed to combat
 124 affordable housing and homelessness issues in the state; assist
 125 with housing and urban development; and perpetuate amicable

126 landlord-tenant relationships.

127 (4) The department shall, by January 1, 2025, conduct
 128 research and submit a report to the Governor, the President of
 129 the Senate, and the Speaker of the House of Representatives on a
 130 cost-benefit analysis of implementing an empty homes tax.

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

134 Section 3. Subsections (11) and (16) of section 83.43,
 135 Florida Statutes, are amended to read:

136 83.43 Definitions.—As used in this part, the following
 137 words and terms shall have the following meanings unless some
 138 other meaning is plainly indicated:

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

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

150 Section 4. Section 83.455, Florida Statutes, is created to

HB21C

2023C

151 read:

152 83.455 Rental agreements.—

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

158 (2) Notwithstanding any other provision of law, all rental
159 agreements entered into, extended, or renewed on or after July
160 1, 2024, must include the following provisions:

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

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

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

174 (d) A landlord may not terminate a tenancy for cause
175 during a state of emergency declared by the Governor under

HB21C

2023C

176 chapter 252.

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

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

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

186 83.46 Rent; duration of tenancies.—

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

HB21C

2023C

201 83.57.

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

204 83.47 Prohibited provisions in rental agreements.—

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

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

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

217 83.49 Deposit money or advance rent; duty of landlord and
 218 tenant.—

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

221 (b) The landlord must allow the tenant, in his or her
 222 discretion, to pay the total amount of the security deposit in
 223 12 equal payments to be paid at the same time and in the same
 224 manner as the tenant's rent. If the duration of the rental
 225 agreement is less than 1 year, the total amount of the deposit

HB21C

2023C

226 must be paid in equal monthly payments based on the duration of
 227 the tenancy and be paid at the same time and in the same manner
 228 as the tenant's rent.

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

237 (2)(1) Whenever money is deposited or advanced by a tenant
 238 on a rental agreement as security for performance of the rental
 239 agreement or as advance rent for other than the next immediate
 240 rental period, the landlord or the landlord's agent shall
 241 either:

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

248 (a)(b) Hold the total amount of such money in a separate
 249 interest-bearing account in a Florida banking institution for
 250 the benefit of the tenant or tenants, in which case the tenant

HB21C

2023C

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

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

HB21C

2023C

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

286 (3)~~(2)~~ The landlord shall, in the rental lease ~~lease~~ agreement
287 or within 30 days after receipt of advance rent or a security
288 deposit, give written notice to the tenant which includes
289 disclosure of the advance rent or security deposit. Subsequent
290 to providing such written notice, if the landlord changes the
291 manner or location in which he or she is holding the advance
292 rent or security deposit, he or she must notify the tenant
293 within 30 days after the change as provided in paragraphs (a) -
294 (d). The landlord is not required to give new or additional
295 notice solely because the depository has merged with another
296 financial institution, changed its name, or transferred
297 ownership to a different financial institution. This subsection
298 does not apply to any landlord who rents fewer than five
299 individual dwelling units. Failure to give this notice is not a
300 defense to the payment of rent when due. The written notice

HB21C

2023C

301 must:

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

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

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

308 (d) Contain the following disclosure:

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

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

325 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE

HB21C

2023C

326 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
 327 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
 328 THE LOSING PARTY.

329 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
 330 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
 331 OBLIGATIONS.

332 (4)~~(3)~~ The landlord or the landlord's agent may disburse
 333 advance rents from the deposit account to the landlord's benefit
 334 when the advance rental period commences and without notice to
 335 the tenant. For all other deposits:

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

347 This is a notice of my intention to impose a claim for
 348 damages in the amount of upon your security deposit, due to
 349 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
 350 Florida Statutes. You are hereby notified that you must object

HB21C

2023C

351 in writing to this deduction from your security deposit within
352 15 days after ~~from~~ the time you receive this notice or I will be
353 authorized to deduct my claim from your security deposit. Your
354 objection must be sent to ...(landlord's address)....

355 If the landlord fails to give the required notice within the 30-
356 day period, he or she forfeits the right to impose a claim upon
357 the security deposit and may not seek a setoff against the
358 deposit but may file an action for damages after return of the
359 deposit.

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

369 (c) If either party institutes an action in a court of
370 competent jurisdiction to adjudicate the party's right to the
371 security deposit, the prevailing party is entitled to receive
372 his or her court costs plus a reasonable fee for his or her
373 attorney. If a court finds that the landlord failed to meet the
374 requirements of this section, the court must award the tenant
375 damages equal to three times the amount of the tenant's security

HB21C

2023C

376 deposit. The court shall advance the cause on the calendar.

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

390 ~~(5)-(4)~~ ~~The provisions of~~ This section does ~~de~~ not apply to
391 transient rentals by hotels or motels as defined in chapter 509,
392 or ~~nor do they apply~~ in those instances in which the amount of
393 rent or deposit, or both, is regulated by law or by rules or
394 regulations of a public body, including public housing
395 authorities and federally administered or regulated housing
396 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
397 of the National Housing Act, as amended, other than for rent
398 stabilization. With the exception of subsections (4), (6), and
399 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
400 authorities or public housing agencies created pursuant to

HB21C

2023C

401 chapter 421 or other statutes.

402 (6)~~(5)~~ Except when otherwise provided by the terms of a
403 written rental agreement ~~lease~~, any tenant who vacates or
404 abandons the premises before ~~prior to~~ the expiration of the term
405 specified in the written rental agreement ~~lease~~, or any tenant
406 who vacates or abandons premises which are the subject of a
407 tenancy from week to week, month to month, quarter to quarter,
408 or year to year, must ~~shall~~ give at least 7 days' written
409 notice, which notice must include the address where the tenant
410 may be reached, by certified mail or personal delivery to the
411 landlord before ~~prior to~~ vacating or abandoning the premises
412 ~~which notice shall include the address where the tenant may be~~
413 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
414 landlord of the notice requirement of paragraph (4) (a)~~(3) (a)~~ but
415 does ~~shall~~ not waive any right the tenant may have to the
416 security deposit or any part of it.

417 (8)~~(7)~~ Upon the sale or transfer of title of the rental
418 property from one owner to another, or upon a change in the
419 designated rental agent, any and all security deposits or
420 advance rents being held for the benefit of the tenants must
421 ~~shall~~ be transferred to the new owner or agent, together with
422 any earned interest and with an accurate accounting showing the
423 amounts to be credited to each tenant account. Upon the transfer
424 of such funds and records to the new owner or agent, and upon
425 transmittal of a written receipt therefor, the transferor is

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

433 ~~(10)(9) In those cases in which interest is required to be~~
 434 ~~paid to the tenant,~~ The landlord shall pay directly to the
 435 tenant, or credit against the current month's rent, the interest
 436 due to the tenant at least once annually. However, ~~no~~ interest
 437 may not be paid to ~~shall be due~~ a tenant who wrongfully
 438 terminates his or her tenancy before ~~prior to~~ the end of the
 439 rental term.

440 Section 8. Paragraph (a) of subsection (1) of section
 441 83.51, Florida Statutes, is amended to read:

442 83.51 Landlord's obligation to maintain premises.—

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

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

448
 449 The landlord is not required to maintain a mobile home or other
 450 structure owned by the tenant. The landlord's obligations under

HB21C

2023C

451 | this subsection may be altered or modified in writing with
 452 | respect to a single-family home or duplex.

453 | Section 9. Section 83.54, Florida Statutes, is amended to
 454 | read:

455 | 83.54 Enforcement of rights and duties; civil action;
 456 | criminal offenses.—Any right or duty declared in this part is
 457 | enforceable by civil action. A right or duty enforced by civil
 458 | action under this section does not preclude prosecution for a
 459 | criminal offense related to the rental agreement or rented
 460 | dwelling unit or premises lease or leased property. In an action
 461 | brought by a tenant for wrongful termination of a rental
 462 | agreement, if the court finds in favor of the tenant, any
 463 | eviction complaint filed by the landlord must be dismissed and
 464 | the record of such filing removed from the tenant's credit
 465 | report.

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

472 | 83.56 Termination of rental agreement.—

473 | (2) (a) A landlord must have good cause to terminate a
 474 | rental agreement. The following reasons constitute good cause
 475 | allowing for termination of a rental agreement:

HB21C

2023C

- 476 1. The destruction, damage, or misuse of the landlord's or
477 other tenants' property by intentional act.
- 478 2. A tenant's disorderly conduct or continued unreasonable
479 disturbance.
- 480 3. Failure of the tenant to comply with s. 83.52.
- 481 4. A violation or breach of the landlord's reasonable
482 rules and regulations.
- 483 5. A violation or breach of covenants or agreements
484 contained in the rental agreement.
- 485 6. Use of the dwelling unit or premises for illegal
486 purposes or acts that the tenant has been criminally charged
487 with, including, but not limited to, the manufacture, sale, or
488 use of illegal drugs, theft of property, or assault or threats
489 on the landlord or his or her relatives, as defined in s.
490 494.001, or employees.
- 491 7. The dwelling unit or premises are removed from the
492 rental market because the state, any political subdivision as
493 defined in s. 1.01(8), or other entity exercises its power of
494 eminent domain, the landlord seeks in good faith to permanently
495 remove the property from the rental market, or the landlord is
496 converting the dwelling unit or premises from the rental market
497 to a condominium, cooperative, or fee simple ownership.
- 498 8. The dwelling unit or premises are being used as an
499 incident of employment and such employment is terminated.
- 500 9. The landlord seeks in good faith to recover possession

HB21C

2023C

501 of the dwelling unit or premises for his or her own use and
 502 occupancy as a principal residence, or for the use and occupancy
 503 as a principal residence by a relative, as defined in s.
 504 494.001, of the landlord.

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

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

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

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

548 You are hereby notified that ... (cite the violation
 549 ~~noncompliance~~).... Demand is hereby made that you remedy the
 550 violation ~~noncompliance~~ within 7 days after ~~of~~ receipt of this

HB21C

2023C

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

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

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

575 You are hereby notified that you are indebted to me in the

HB21C

2023C

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

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

584
 585 (4) The delivery of the written notices required by
 586 subsections (1), (2), ~~and~~ (3), and (8) ~~must shall~~ be by mailing
 587 or delivery of a true copy thereof or, if the tenant is absent
 588 from the premises, by leaving a copy thereof at the residence.
 589 The notice requirements of subsections (1), (2), ~~and~~ (3), and
 590 (8) may not be waived in the rental agreement lease.

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

599 ~~(6)-(5)~~

600 (b) Any tenant who wishes to defend against an action by

HB21C

2023C

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

608 (7)(6) If the rental agreement is terminated, the landlord
 609 must ~~shall~~ comply with s. 83.49(4) ~~s. 83.49(3)~~.

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

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

621 1. A statement in substantially the following form: "When
 622 the needed repairs are completed on your dwelling unit or the
 623 premises, the landlord must offer you the opportunity to return
 624 to your dwelling unit with a rental agreement of substantially
 625 the same terms and at the same rent, subject to the landlord's

HB21C

2023C

626 right to obtain a rent increase for capital improvements."

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

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

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

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

647 83.60 Defenses to action for rent or possession;
648 procedure.—

649 (2) In an action by the landlord for possession of a
650 dwelling unit, if the tenant interposes any defense other than

HB21C

2023C

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

672 Section 12. Section 83.626, Florida Statutes, is created
 673 to read:

674 83.626 Court records of eviction proceedings.-

675 (1) A tenant, mobile home owner, mobile home tenant, or

HB21C

2023C

676 mobile home occupant who is a defendant in an eviction
677 proceeding under this part or s. 723.061 may file a motion with
678 the court to have the records of such proceeding sealed and to
679 have his or her name substituted with "tenant" or "occupant" on
680 the progress docket if any of the following conditions are
681 satisfied:

682 (a) The parties file a joint stipulation requesting relief
683 under this section.

684 (b) The case was dismissed.

685 (c) The case was resolved by settlement or stipulation of
686 the parties and the defendant has complied with the terms of the
687 agreement.

688 (d) A default judgment was entered against the defendant
689 and the defendant has satisfied any monetary award included in
690 the judgment. This paragraph does not apply if the action was
691 brought under s. 83.56(2)(a) or s. 723.061(1)(b) or (c) for
692 material noncompliance, other than nonpayment of rent, because
693 of the defendant's intentional destruction, damage, or misuse of
694 the landlord's property.

695 (e) A judgment was entered against the defendant on the
696 merits at least 5 years before the motion was filed under this
697 subsection and the defendant has satisfied any monetary award
698 included in the judgment. This paragraph does not apply if the
699 action was brought under s. 83.56(2)(a) or s. 723.061(1)(b) or
700 (c) for material noncompliance, other than nonpayment of rent,

HB21C

2023C

701 because of the defendant's intentional destruction, damage, or
702 misuse of the landlord's property.

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

706 (b) If the defendant files a motion on the basis of
707 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
708 satisfied, the defendant must also serve a copy of the motion on
709 all parties to the proceeding. If a written objection is filed
710 by a party within 30 days after such service, the court must
711 schedule a hearing. If a written objection is not filed within
712 30 days after service of the motion, or the court determines
713 after a hearing that the defendant is eligible for relief, the
714 court must grant the motion.

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

HB21C

2023C

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, 2024.

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

HB21C

2023C

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

HB21C

2023C

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 on which the dwelling unit is
 871 located.

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

HB21C

2023C

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

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

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

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

901 (6) A tenant may challenge an offer of sale as not being a
 902 bona fide offer of sale and request a determination of the
 903 appraised value by an independent licensed appraiser, as defined
 904 in s. 475.611, at the expense of the tenant, by providing
 905 written notice to the landlord and the Division of Consumer
 906 Services within the Department of Agriculture and Consumer
 907 Services by hand delivery, electronic transmission, or certified
 908 mail within 30 days after receipt of the offer of sale.

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

912 Section 16. Section 83.676, Florida Statutes, is created
 913 to read:

914 83.676 Early termination of rental agreement by a victim
 915 of domestic violence, dating violence, sexual violence, or
 916 stalking; lock changing.-

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

918 (a) "Dating violence" has the same meaning as in s.
 919 784.046.

920 (b) "Domestic violence" has the same meaning as in s.
 921 741.28.

922 (c) "Sexual violence" has the same meaning as in s.
 923 784.046.

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

HB21C

2023C

926 | cyberstalking another person.

927 | (2) A landlord may not terminate a rental agreement or
928 | evict a tenant for an incident involving actual or threatened
929 | domestic violence, dating violence, sexual violence, or stalking
930 | if the tenant or the tenant's minor child is the victim of such
931 | actual or threatened violence or stalking. A rental agreement
932 | may not include a provision deeming that early termination of a
933 | rental agreement because of an incident involving actual or
934 | threatened domestic violence, dating violence, sexual violence,
935 | or stalking, in which the tenant or the tenant's minor child is
936 | a victim and not the perpetrator, is a breach of the rental
937 | agreement.

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

948 | (b) Unless the landlord notifies the tenant that
949 | documentation is not needed, a notice of termination from the
950 | tenant required under paragraph (a) must be accompanied by

HB21C

2023C

951 documentation verifying the tenant's or the tenant's minor
952 child's status as a victim of actual or threatened domestic
953 violence, dating violence, sexual violence, or stalking and may
954 include:

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

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

963 3. A written verification from a domestic violence center
964 certified under chapter 39 or a rape crisis center as defined in
965 s. 794.055(2) which states that the tenant or the tenant's minor
966 child is a victim of actual or threatened domestic violence,
967 dating violence, sexual violence, or stalking; or

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

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

HB21C

2023C

976 the person or entity that collects the rent on behalf of the
977 landlord.

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

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

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

998 (g) If the perpetrator of actual or threatened domestic
999 violence, dating violence, sexual violence, or stalking is also
1000 a tenant under the same rental agreement as the tenant who is a

1001 victim, or whose minor child is a victim, of such actual or
 1002 threatened violence or stalking, neither the perpetrator's
 1003 liability for rent nor his or her other obligations under the
 1004 rental agreement are terminated under this subsection, and the
 1005 landlord is entitled to the rights and remedies provided by this
 1006 part against the perpetrator.

1007 (4)(a) A tenant or a tenant's minor child who is a victim
 1008 of actual or threatened domestic violence, dating violence,
 1009 sexual violence, or stalking and who wishes to remain in the
 1010 dwelling unit may make a written request to the landlord
 1011 accompanied by any one of the documents listed in paragraph
 1012 (3)(b), and the landlord shall, within 24 hours after receipt of
 1013 the request, change the locks of the tenant's dwelling unit and
 1014 provide the tenant with a key to the new locks.

1015 (b) If the landlord fails to change the locks within 24
 1016 hours, the tenant may change the locks without the landlord's
 1017 permission, notwithstanding any contrary provision in the rental
 1018 agreement or other applicable rules or regulations imposed by
 1019 the landlord, if all of the following conditions have been met:

1020 1. The locks are changed in like manner as if the landlord
 1021 had changed the locks, with locks of similar or better quality
 1022 than the original locks.

1023 2. The landlord is notified within 24 hours after the
 1024 changing of the locks.

1025 3. The landlord is provided a key to the new locks within

HB21C

2023C

1026 | a reasonable time.

1027 | (c) If the locks are changed under this subsection, the
1028 | landlord is not liable to any person who does not have access to
1029 | the dwelling unit.

1030 | (5) A landlord may not refuse to enter into a rental
1031 | agreement for a dwelling unit, refuse to negotiate for the
1032 | rental of a dwelling unit, make a dwelling unit unavailable, or
1033 | retaliate in the rental of a dwelling unit because:

1034 | (a) The tenant, prospective tenant, or minor child of the
1035 | tenant or prospective tenant is a victim of actual or threatened
1036 | domestic violence, dating violence, sexual violence, or
1037 | stalking; or

1038 | (b) The tenant or prospective tenant has previously
1039 | terminated a rental agreement because of an incident involving
1040 | actual or threatened domestic violence, dating violence, sexual
1041 | violence, or stalking in which the tenant, prospective tenant,
1042 | or minor child of the tenant or prospective tenant was a victim.

1043 |
1044 | However, the landlord may refuse to enter into a rental
1045 | agreement, negotiate for the rental of a dwelling unit, or make
1046 | a dwelling unit available if the tenant or prospective tenant
1047 | fails to comply with the landlord's request for documentation of
1048 | an incident of actual or threatened domestic violence, dating
1049 | violence, sexual violence, or stalking that occurred before
1050 | termination of a prior rental agreement. A landlord's request

HB21C

2023C

1051 for documentation is satisfied upon the tenant's or prospective
1052 tenant's provision of any one of the documents listed in
1053 paragraph (3)(b).

1054 (6) All information provided to a landlord under
1055 subsections (3), (4), and (5), including the fact that a tenant,
1056 prospective tenant, or a tenant's or prospective tenant's minor
1057 child is a victim of actual or threatened domestic violence,
1058 dating violence, sexual violence, or stalking, and including the
1059 tenant's forwarding address, is confidential. The landlord may
1060 not enter such information into any shared database or provide
1061 the information to any other person or entity, except to the
1062 extent such disclosure is:

1063 (a) Made to a person specified in paragraph (3)(c) solely
1064 for a legitimate business purpose;

1065 (b) Requested, or consented to, in writing by the tenant
1066 or the tenant's legal guardian;

1067 (c) Required for use in a judicial proceeding; or

1068 (d) Otherwise required by law.

1069 (7) A tenant or prospective tenant, on his or her own
1070 behalf or on behalf of his or her minor child, may file a civil
1071 action against a landlord for a violation of this section. A
1072 landlord who violates subsection (5) or subsection (6) is
1073 civilly liable to the victim for \$1,000 for punitive damages,
1074 actual and consequential damages, and court costs, including
1075 reasonable attorney fees, unless the landlord can show that this

HB21C

2023C

1076 was the landlord's first violation and the violation was not
 1077 committed in bad faith. Subsequent or repeated violations that
 1078 are not contemporaneous with the initial violation are subject
 1079 to separate awards of damages.

1080 (8) The provisions of this section may not be waived or
 1081 modified by a rental agreement.

1082 Section 17. Subsection (14) is added to section 163.31801,
 1083 Florida Statutes, to read:

1084 163.31801 Impact fees; short title; intent; minimum
 1085 requirements; audits; challenges.-

1086 (14) A local government may adopt by ordinance or a
 1087 special district may adopt by resolution an impact fee that is
 1088 charged to a developer when residents are displaced from their
 1089 homes due to gentrification by the developer. The revenue
 1090 generated from the impact fee must be used for affordable
 1091 housing in the county, municipality, or special district that
 1092 adopted such impact fee.

1093 Section 18. Section 201.025, Florida Statutes, is created
 1094 to read:

1095 201.025 Tax on deeds relating to residential property
 1096 purchased by private equity firms.-

1097 (1) When a deed, an instrument, or other writing for a
 1098 residential single-family dwelling, a manufactured home, or an
 1099 apartment complex is granted, assigned, transferred, or
 1100 otherwise conveyed to a purchaser who is a private equity firm

HB21C

2023C

1101 or corporation that has at least \$20 million in assets, the tax
 1102 is \$100 on each \$100 of the consideration.

1103 (2) All documentary stamp tax revenues generated under
 1104 this section must be deposited into the Florida Affordable
 1105 Housing Trust Fund.

1106 (3) Taxes imposed by this section do not apply to an
 1107 assignment, a deed, a transfer, a conveyance, or other
 1108 disposition, which arises out of a transfer of real property if
 1109 the purchaser is:

1110 (a) A nonprofit organization as defined in s. 201.02(6).

1111 (b) A government entity as defined in s. 768.295(2).

1112 (c) A person purchasing such real property pursuant to a
 1113 government program to provide housing to low-income persons as
 1114 defined in s. 420.0004(11).

1115 Section 19. This act shall take effect July 1, 2024.