

1 A bill to be entitled
 2 An act relating to residential tenancies; creating s.
 3 83.684, F.S.; providing definitions; authorizing
 4 landlords to require certain employees to undergo
 5 level 1 background screenings; providing for the
 6 termination or disqualification of certain employees;
 7 requiring a written disclosure and signed
 8 acknowledgement of receipt in rental agreements and
 9 rental agreement renewals; providing requirements for
 10 such disclosure and acknowledgement; authorizing
 11 tenants to terminate such agreements and renewals
 12 under certain circumstances; requiring deposit money
 13 to be refunded to tenants upon such termination;
 14 providing that tenants are responsible for any damage
 15 he or she caused to the premises; providing an
 16 effective date.

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

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 20 Section 1. Section 83.684, Florida Statutes, is created to
 21 read:

22 83.684 Florida Tenant Notification Act.—

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

24 (a) "Credit card theft" means an offense listed in s.
 25 817.60.

26 (b) "Crime involving violence" means an offense involving
 27 the use or threat of physical force or violence against an
 28 individual, including, but not limited to, a violent felony
 29 listed in s. 775.084(1)(c)1.

30 (c) "Employee" has the same meaning as in s.
 31 440.02(15)(a).

32 (d) "Sexual battery" has the same meaning as in s.
 33 794.011.

34 (2)(a) A landlord may require any of his or her current or
 35 potential employees who have or will have access to a premises
 36 to undergo a level 1 background screening pursuant to s. 435.03
 37 at the expense of the landlord.

38 (b) A current or potential employee who refuses to undergo
 39 the background screening required under paragraph (a) may be
 40 terminated or disqualified for employment by the landlord.

41 (3)(a) A rental agreement or rental agreement renewal must
 42 contain a prominent written disclosure expressly stating whether
 43 the landlord has required any of his or her current or potential
 44 employees to undergo the background screening required under
 45 paragraph (2)(a). If the landlord has required such screening,
 46 such disclosure must also state:

47 1. The date of the background screening.

48 2. The full name and job description of the current
 49 employee, or the full name and anticipated job description of
 50 the potential employee, whose background screening results

51 indicated that he or she was convicted of:

52 a. Credit card theft;

53 b. A crime involving violence; or

54 c. Sexual battery.

55 (b) The written disclosure shall also contain a prominent
 56 acknowledgement of receipt that shall be signed by the tenant in
 57 the presence of a witness. A rental agreement or rental
 58 agreement renewal is not complete until such acknowledgement is
 59 signed. Such disclosure and acknowledgment shall be maintained
 60 by the landlord within the tenant's file and be made available
 61 to the tenant upon request.

62 (4) A tenant may, within 3 business days after completing
 63 a rental agreement or rental agreement renewal and upon written
 64 notice to the landlord, terminate such agreement or renewal and
 65 receive a refund of all deposit money without penalty if such
 66 agreement or renewal disclosed, and the tenant acknowledged,
 67 that any of the landlord's current or potential employees were
 68 convicted of an offense listed in subparagraph (3) (a)2.

69 (5) (a) A rental agreement or rental agreement renewal is
 70 void, and a tenant may, at any time after completing it and upon
 71 written notice to the landlord, terminate such agreement or
 72 renewal if:

73 1. It failed to disclose that any of the landlord's
 74 current employees were convicted of an offense listed in
 75 subparagraph (3) (a)2.; or

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76 2. Within 5 business days after its completion, the
77 landlord hired an employee who was convicted of an offense
78 listed in subparagraph (3)(a)2.

79 (b) If a tenant terminates a rental agreement or rental
80 agreement renewal pursuant to paragraph (a), he or she shall
81 receive a refund of all deposit money without penalty,
82 including, but not limited to, any early termination fees, and
83 all further obligations of the tenant under such agreement or
84 renewal are void. However, the tenant is responsible for any
85 physical damage he or she caused to a premises.

86 Section 2. This act shall take effect July 1, 2018.