

1 A bill to be entitled
 2 An act relating to landlords and tenants; amending s.
 3 83.42, F.S.; revising exclusions from application of
 4 the part; amending s. 83.48, F.S.; providing that the
 5 right to attorney fees may not be waived in a lease
 6 agreement; providing that attorney fees may not be
 7 awarded in a claim for personal injury damages based
 8 on a breach of duty of premises maintenance; amending
 9 s. 83.49, F.S.; revising and providing landlord
 10 disclosure requirements with respect to deposit money
 11 and advance rent; providing requirements for the
 12 disbursement of advance rents; providing a rebuttable
 13 presumption of receipt of security deposits and a
 14 limitation on liability with respect to such deposits;
 15 amending s. 83.50, F.S.; removing certain landlord
 16 disclosure requirements relating to fire protection;
 17 amending s. 83.51, F.S.; revising a landlord's
 18 obligation to maintain premises with respect to
 19 screens; amending s. 83.56, F.S.; revising procedures
 20 for the termination of a rental agreement by a
 21 landlord; revising notice and payment procedures;
 22 providing that a landlord does not waive the right to
 23 terminate the rental agreement or to bring a civil
 24 action for noncompliance by accepting partial rent,
 25 subject to certain notice; increasing the period to
 26 institute an action before an exemption involving rent
 27 subsidies is waived; amending s. 83.575, F.S.;

28 revising requirements for the termination of tenancy

29 with specific duration to provide for reciprocal
 30 notice provisions in rental agreements; amending ss.
 31 83.58 and 83.59, F.S.; updating cross-references;
 32 amending s. 83.60, F.S.; providing that a landlord
 33 must be given an opportunity to cure a deficiency in
 34 any notice or pleadings prior to dismissal of an
 35 eviction action; making editorial changes; amending s.
 36 83.62, F.S.; revising procedures for the restoration
 37 of possession to a landlord to provide that weekends
 38 and holidays do not stay the applicable notice period;
 39 amending s. 83.63, F.S.; updating a cross-reference;
 40 amending s. 83.64, F.S.; providing examples of conduct
 41 for which the landlord may not retaliate; creating s.
 42 83.683, F.S.; providing that a landlord is not
 43 required to notify a tenant of a mortgage default;
 44 providing that a pending foreclosure action involving
 45 the leased premises is not grounds for a tenant to
 46 terminate a lease; amending s. 723.063, F.S.;

47 providing that a mobile home park owner must be given
 48 an opportunity to cure a deficiency in any notice or
 49 pleadings prior to dismissal of an eviction action;
 50 providing an effective date.

51
 52 Be It Enacted by the Legislature of the State of Florida:

53
 54 Section 1. Subsection (2) of section 83.42, Florida
 55 Statutes, is amended to read:

56 83.42 Exclusions from application of part.—This part does

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57 | not apply to:

58 | (2) Occupancy under a bona fide contract of sale of a
 59 | dwelling unit or the property of which it is a part. A bona fide
 60 | contract of sale is one in which at least one month's rent has
 61 | been paid and the buyer has paid a deposit of at least 5 percent
 62 | of the value of the property, or in which the buyer has paid at
 63 | least 12 months' rent.

64 | Section 2. Section 83.48, Florida Statutes, is amended to
 65 | read:

66 | 83.48 Attorney ~~Attorney's~~ fees.—In any civil action
 67 | brought to enforce the provisions of the rental agreement or
 68 | this part, the party in whose favor a judgment or decree has
 69 | been rendered may recover reasonable court costs, including
 70 | attorney ~~attorney's~~ fees, from the nonprevailing party. The
 71 | right to attorney fees in this section may not be waived in a
 72 | lease agreement. However, attorney fees may not be awarded under
 73 | this section in a claim for personal injury damages based on a
 74 | breach of duty under s. 83.51.

75 | Section 3. Subsections (2), (3), and (7) of section 83.49,
 76 | Florida Statutes, are amended to read:

77 | 83.49 Deposit money or advance rent; duty of landlord and
 78 | tenant.—

79 | (2) The landlord shall, in the lease agreement or within
 80 | 30 days after ~~of~~ receipt of advance rent or a security deposit,
 81 | furnish ~~notify~~ the tenant in writing with a disclosure regarding
 82 | ~~of the manner in which the landlord is holding the advance rent~~
 83 | ~~or security deposit and the rate of interest, if any, which the~~
 84 | ~~tenant is to receive and the time of interest payments to the~~

85 ~~tenant. Such written notice shall:~~

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

87 ~~(b) State the name and address of the depository where the~~
 88 ~~advance rent or security deposit is being held, whether the~~
 89 ~~advance rent or security deposit is being held in a separate~~
 90 ~~account for the benefit of the tenant or is commingled with~~
 91 ~~other funds of the landlord, and, if commingled, whether such~~
 92 ~~funds are deposited in an interest-bearing account in a Florida~~
 93 ~~banking institution.~~

94 ~~(c) Include a copy of the provisions of subsection (3).~~

95
 96 Subsequent to providing such notice, if the landlord changes the
 97 manner or location in which he or she is holding the advance
 98 rent or security deposit, he or she shall notify the tenant
 99 within 30 days after ~~of~~ the change according to the provisions
 100 of paragraphs (a)-(d) herein set forth. The landlord is not
 101 required to give a new notice or an additional notice solely
 102 because the depository has merged with another financial
 103 institution, changed its name, or transferred ownership to a
 104 different financial institution. This subsection does not apply
 105 to any landlord who rents fewer than five individual dwelling
 106 units. Failure to provide this notice is ~~shall~~ not ~~be~~ a defense
 107 to the payment of rent when due. Such written notice shall:

108 (a) Be given in person or by mail to the tenant;

109 (b) State the name and address of the depository where the
 110 advance rent or security deposit is being held, or state that
 111 the landlord has posted a surety bond as provided by law;

112 (c) State whether the tenant is entitled to interest on

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113 the deposit; and

114 (d) Include the following disclosure:

115
116 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE
117 LANDLORD MAY TRANSFER ADVANCE RENTS AND NONREFUNDABLE
118 DEPOSITS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND
119 WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE
120 LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN
121 SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD
122 MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
123 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM
124 AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE
125 LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15
126 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE
127 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE
128 REMAINING DEPOSIT, IF ANY. IF YOU TIMELY OBJECT, THE
129 LANDLORD MUST HOLD THE DEPOSIT AND EITHER YOU OR THE
130 LANDLORD WILL HAVE TO FILE A LAWSUIT SO THAT THE COURT
131 CAN RESOLVE THE DISPUTE.

132
133 IF THE LANDLORD FAILS TO TIMELY SEND YOU NOTICE, THE
134 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A
135 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY
136 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE
137 DEPOSIT BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A
138 REFUND.

139
140 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE

141 BEFORE FILING A LAWSUIT. GENERALLY, THE WINNING PARTY
 142 IN ANY LAWSUIT BETWEEN YOU AND YOUR LANDLORD WILL BE
 143 AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING
 144 PARTY.

145
 146 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
 147 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
 148 RIGHTS AND OBLIGATIONS.

149
 150 (3) The landlord may disburse advance rents from the
 151 deposit account to the landlord's benefit when the advance
 152 rental period commences and without notice to the tenant. The
 153 landlord may disburse a deposit designated as nonrefundable at
 154 the conclusion of the lease and without notice to the tenant.
 155 For all other deposits:

156 (a) Upon the vacating of the premises for termination of
 157 the lease, if the landlord does not intend to impose a claim on
 158 the security deposit, the landlord shall have 15 days to return
 159 the security deposit together with interest if otherwise
 160 required, or the landlord shall have 30 days to give the tenant
 161 written notice by certified mail to the tenant's last known
 162 mailing address of his or her intention to impose a claim on the
 163 deposit and the reason for imposing the claim. The notice shall
 164 contain a statement in substantially the following form:

165
 166 This is a notice of my intention to impose a claim for
 167 damages in the amount of upon your security deposit, due to
 168 It is sent to you as required by s. 83.49(3), Florida

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169 Statutes. You are hereby notified that you must object in
170 writing to this deduction from your security deposit within 15
171 days from the time you receive this notice or I will be
172 authorized to deduct my claim from your security deposit. Your
173 objection must be sent to ...(landlord's address)....

174

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

179 (b) Unless the tenant objects to the imposition of the
180 landlord's claim or the amount thereof within 15 days after
181 receipt of the landlord's notice of intention to impose a claim,
182 the landlord may then deduct the amount of his or her claim and
183 shall remit the balance of the deposit to the tenant within 30
184 days after the date of the notice of intention to impose a claim
185 for damages. The failure of the tenant to make a timely
186 objection does not waive any rights of the tenant to seek
187 damages in a separate action.

188 (c) If either party institutes an action in a court of
189 competent jurisdiction to adjudicate the party's right to the
190 security deposit, the prevailing party is entitled to receive
191 his or her court costs plus a reasonable fee for his or her
192 attorney. The court shall advance the cause on the calendar.

193 (d) Compliance with this section by an individual or
194 business entity authorized to conduct business in this state,
195 including Florida-licensed real estate brokers and sales
196 associates, constitutes ~~shall constitute~~ compliance with all

197 other relevant Florida Statutes pertaining to security deposits
 198 held pursuant to a rental agreement or other landlord-tenant
 199 relationship. Enforcement personnel shall look solely to this
 200 section to determine compliance. This section prevails over any
 201 conflicting provisions in chapter 475 and in other sections of
 202 the Florida Statutes, and shall operate to permit licensed real
 203 estate brokers to disburse security deposits and deposit money
 204 without having to comply with the notice and settlement
 205 procedures contained in s. 475.25(1)(d).

206 (7) Upon the sale or transfer of title of the rental
 207 property from one owner to another, or upon a change in the
 208 designated rental agent, any and all security deposits or
 209 advance rents being held for the benefit of the tenants shall be
 210 transferred to the new owner or agent, together with any earned
 211 interest and with an accurate accounting showing the amounts to
 212 be credited to each tenant account. Upon the transfer of such
 213 funds and records to the new owner or agent ~~as stated herein,~~
 214 and upon transmittal of a written receipt therefor, the
 215 transferor is ~~shall be~~ free from the obligation imposed in
 216 subsection (1) to hold such moneys on behalf of the tenant.
 217 There is a rebuttable presumption that any new owner or agent
 218 received the security deposits from the previous owner or agent;
 219 however, the new owner or agent is not liable to a tenant for
 220 deposits in excess of 1 month's rent. This subsection does not
 221 ~~However, nothing herein shall~~ excuse the landlord or agent for a
 222 violation of other ~~the~~ provisions of this section while in
 223 possession of such deposits.

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224 Section 4. Section 83.50, Florida Statutes, is amended to
 225 read:

226 83.50 Disclosure.—

227 ~~(1)~~ The landlord, or a person authorized to enter into a
 228 rental agreement on the landlord's behalf, shall disclose in
 229 writing to the tenant, at or before the commencement of the
 230 tenancy, the name and address of the landlord or a person
 231 authorized to receive notices and demands in the landlord's
 232 behalf. The person so authorized to receive notices and demands
 233 retains authority until the tenant is notified otherwise. All
 234 notices of such names and addresses or changes thereto shall be
 235 delivered to the tenant's residence or, if specified in writing
 236 by the tenant, to any other address.

237 ~~(2) The landlord or the landlord's authorized~~
 238 ~~representative, upon completion of construction of a building~~
 239 ~~exceeding three stories in height and containing dwelling units,~~
 240 ~~shall disclose to the tenants initially moving into the building~~
 241 ~~the availability or lack of availability of fire protection.~~

242 Section 5. Subsection (1) and paragraph (a) of subsection
 243 (2) of section 83.51, Florida Statutes, are amended to read:

244 83.51 Landlord's obligation to maintain premises and pay
 245 assessments.—

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

247 (a) Comply with the requirements of applicable building,
 248 housing, and health codes; or

249 (b) Where there are no applicable building, housing, or
 250 health codes, maintain the roofs, windows, ~~screens,~~ doors,
 251 floors, steps, porches, exterior walls, foundations, and all

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252 other structural components in good repair and capable of
 253 resisting normal forces and loads and the plumbing in reasonable
 254 working condition. ~~However,~~

255
 256 The landlord is ~~shall~~ not ~~be~~ required to maintain a mobile home
 257 or other structure owned by the tenant. The landlord's
 258 obligations under this subsection may be altered or modified in
 259 writing with respect to a single-family home or duplex.

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

264 1. The extermination of rats, mice, roaches, ants, wood-
 265 destroying organisms, and bedbugs. When vacation of the premises
 266 is required for such extermination, the landlord is ~~shall~~ not ~~be~~
 267 liable for damages but shall abate the rent. The tenant must
 268 ~~shall be required to~~ temporarily vacate the premises for a
 269 period of time not to exceed 4 days, on 7 days' written notice,
 270 if necessary, for extermination pursuant to this subparagraph.

271 2. Locks and keys.

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

273 4. Garbage removal and outside receptacles therefor.

274 5. Functioning facilities for heat during winter, running
 275 water, and hot water.

276 6. Screens.

277 Section 6. Subsections (2) through (5) of section 83.56,
 278 Florida Statutes, are amended to read:

279 83.56 Termination of rental agreement.—

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280 (2) If the tenant materially fails to comply with s. 83.52
 281 or material provisions of the rental agreement, other than a
 282 failure to pay rent, or reasonable rules or regulations, the
 283 landlord may:

284 (a) If such noncompliance is of a nature that the tenant
 285 should not be given an opportunity to cure it ~~or if the~~
 286 ~~noncompliance constitutes a subsequent or continuing~~
 287 ~~noncompliance within 12 months of a written warning by the~~
 288 ~~landlord of a similar violation~~, deliver a written notice to the
 289 tenant specifying the noncompliance and the landlord's intent to
 290 terminate the rental agreement by reason thereof. Examples of
 291 noncompliance which are of a nature that the tenant should not
 292 be given an opportunity to cure include, but are not limited to,
 293 destruction, damage, or misuse of the landlord's or other
 294 tenants' property by intentional act or a subsequent or
 295 continued unreasonable disturbance. In such event, the landlord
 296 may terminate the rental agreement, and the tenant shall have 7
 297 days from the date that the notice is delivered to vacate the
 298 premises. The notice shall be ~~adequate if it is~~ in substantially
 299 the following form:

300
 301 You are advised that your lease is terminated effective
 302 immediately. You shall have 7 days from the delivery of this
 303 letter to vacate the premises. This action is taken because
 304 ... (cite the noncompliance)

305
 306 (b) If such noncompliance is of a nature that the tenant
 307 should be given an opportunity to cure it, deliver a written

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308 notice to the tenant specifying the noncompliance, including a
 309 notice that, if the noncompliance is not corrected within 7 days
 310 from the date the written notice is delivered, the landlord
 311 shall terminate the rental agreement by reason thereof. Examples
 312 of such noncompliance include, but are not limited to,
 313 activities in contravention of the lease or this part ~~act~~ such
 314 as having or permitting unauthorized pets, guests, or vehicles;
 315 parking in an unauthorized manner or permitting such parking; or
 316 failing to keep the premises clean and sanitary. An eviction
 317 action filed pursuant to this paragraph does not require a
 318 subsequent notice pursuant to paragraph (a). The notice shall be
 319 ~~adequate if it is~~ in substantially the following form:

320
 321 You are hereby notified that ...(cite the
 322 noncompliance).... Demand is hereby made that you remedy the
 323 noncompliance within 7 days of receipt of this notice or your
 324 lease shall be deemed terminated and you shall vacate the
 325 premises upon such termination. If this same conduct or conduct
 326 of a similar nature is repeated within 12 months, your tenancy
 327 is subject to termination without further warning and without
 328 your being given an opportunity to cure the noncompliance.

329
 330 (3) If the tenant fails to pay rent when due and the
 331 default continues for 3 days, excluding Saturday, Sunday, and
 332 legal holidays, after delivery of written demand by the landlord
 333 for payment of the rent or possession of the premises, the
 334 landlord may terminate the rental agreement. Legal holidays for
 335 the purpose of this section shall be court-observed holidays

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336 only. After service of the 3-day notice, the landlord may
337 require payment of the rent to be by cash, money order, or
338 certified funds. The total amount claimed may include all moneys
339 owed to the landlord through the date of the notice, including
340 late fees. The 3-day notice shall contain a statement in
341 substantially the following form:

342
343 You are hereby notified that you are indebted to me in the
344 sum of dollars for the rent and use of the premises
345 ...(address of leased premises, including county)..., Florida,
346 now occupied by you and that I demand payment of the rent or
347 possession of the premises within 3 days (excluding Saturday,
348 Sunday, and legal holidays) from the date of delivery of this
349 notice, to wit: on or before the day of, ...(year)....
350 ...(landlord's name, address and phone number)...

351
352 (4) The delivery of the written notices required by
353 subsections (1), (2), and (3) shall be by mailing or delivery of
354 a true copy thereof or, if the tenant is absent from the
355 premises, by leaving a copy thereof at the residence. The notice
356 requirements of subsections (1), (2), and (3) may not be waived
357 in the lease.

358 (5) (a) If the landlord accepts rent with actual knowledge
359 of a noncompliance by the tenant or accepts performance by the
360 tenant of any other provision of the rental agreement that is at
361 variance with its provisions, or if the tenant pays rent with
362 actual knowledge of a noncompliance by the landlord or accepts
363 performance by the landlord of any other provision of the rental

364 agreement that is at variance with its provisions, the landlord
 365 or tenant waives his or her right to terminate the rental
 366 agreement or to bring a civil action for that noncompliance, but
 367 not for any subsequent or continuing noncompliance. However, a
 368 landlord does not waive the right to terminate the rental
 369 agreement or to bring a civil action for that noncompliance
 370 simply by accepting partial rent for the period if the landlord
 371 notifies the tenant that the landlord is reserving the right to
 372 enforce the rental agreement.

373 (b) Any tenant who wishes to defend against an action by
 374 the landlord for possession of the unit for noncompliance of the
 375 rental agreement or of relevant statutes must ~~shall~~ comply with
 376 ~~the provisions in~~ s. 83.60(2). The court may not set a date for
 377 mediation or trial unless the provisions of s. 83.60(2) have
 378 been met, but shall enter a default judgment for removal of the
 379 tenant with a writ of possession to issue immediately if the
 380 tenant fails to comply with s. 83.60(2). This subsection does
 381 not apply to that portion of rent subsidies received from a
 382 local, state, or national government or an agency of local,
 383 state, or national government; however, waiver will occur if an
 384 action has not been instituted within 90 ~~45~~ days after ~~of~~ the
 385 noncompliance.

386 Section 7. Section 83.575, Florida Statutes, is amended to
 387 read:

388 83.575 Termination of tenancy with specific duration.—

389 (1) A rental agreement with a specific duration may
 390 contain a provision requiring the tenant to notify the landlord
 391 before vacating the premises at the end of the rental agreement

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392 if the provision also requires that the landlord notify the
393 tenant if the rental agreement will not be renewed on the same
394 terms; however, a rental agreement may not require more than 60
395 days' notice from either the tenant or the landlord before
396 vacating the premises.

397 (2) A rental agreement with a specific duration may
398 provide that if a tenant fails to give the required notice
399 before vacating the premises at the end of the rental agreement,
400 the tenant may be liable for liquidated damages as specified in
401 the rental agreement if the landlord provides written notice to
402 the tenant specifying the tenant's obligations under the
403 notification provision contained in the lease and the date the
404 rental agreement is terminated. The landlord must provide such
405 written notice to the tenant within 15 days before the start of
406 the notification period contained in the lease. The written
407 notice shall list all fees, penalties, and other charges
408 applicable to the tenant under this subsection. The rental
409 agreement must provide a reciprocal agreement that if the
410 landlord fails to give the tenant the required timely notice of
411 nonrenewal, the tenant may elect to continue the tenancy for up
412 to 60 days after the tenant's receipt of notice of nonrenewal.

413 (3) If the tenant remains on the premises with the
414 permission of the landlord after the rental agreement has
415 terminated and fails to give notice required under s. 83.57(3),
416 the tenant is liable to the landlord for an additional 1 month's
417 rent.

418 Section 8. Section 83.58, Florida Statutes, is amended to
419 read:

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420 83.58 Remedies; tenant holding over.—If the tenant holds
 421 over and continues in possession of the dwelling unit or any
 422 part thereof after the expiration of the rental agreement
 423 without the permission of the landlord, the landlord may recover
 424 possession of the dwelling unit in the manner provided for in s.
 425 83.59 [~~F.S. 1973~~]. The landlord may also recover double the
 426 amount of rent due on the dwelling unit, or any part thereof,
 427 for the period during which the tenant refuses to surrender
 428 possession.

429 Section 9. Subsection (2) of section 83.59, Florida
 430 Statutes, is amended to read:

431 83.59 Right of action for possession.—

432 (2) A landlord, the landlord's attorney, or the landlord's
 433 agent, applying for the removal of a tenant, shall file in the
 434 county court of the county where the premises are situated a
 435 complaint describing the dwelling unit and stating the facts
 436 that authorize its recovery. A landlord's agent is not permitted
 437 to take any action other than the initial filing of the
 438 complaint, unless the landlord's agent is an attorney. The
 439 landlord is entitled to the summary procedure provided in s.
 440 51.011 [~~F.S. 1971~~], and the court shall advance the cause on the
 441 calendar.

442 Section 10. Section 83.60, Florida Statutes, is amended to
 443 read:

444 83.60 Defenses to action for rent or possession;
 445 procedure.—

446 (1) (a) In an action by the landlord for possession of a
 447 dwelling unit based upon nonpayment of rent or in an action by

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448 the landlord under s. 83.55 seeking to recover unpaid rent, the
449 tenant may defend upon the ground of a material noncompliance
450 with s. 83.51(1) ~~{F.S. 1973}~~, or may raise any other defense,
451 whether legal or equitable, that he or she may have, including
452 the defense of retaliatory conduct in accordance with s. 83.64.
453 The landlord must be given an opportunity to cure a deficiency
454 in a notice or in the pleadings prior to dismissal of the
455 action.

456 (b) The defense of a material noncompliance with s.
457 83.51(1) ~~{F.S. 1973}~~ may be raised by the tenant if 7 days have
458 elapsed after the delivery of written notice by the tenant to
459 the landlord, specifying the noncompliance and indicating the
460 intention of the tenant not to pay rent by reason thereof. Such
461 notice by the tenant may be given to the landlord, the
462 landlord's representative as designated pursuant to s. 83.50~~(1)~~,
463 a resident manager, or the person or entity who collects the
464 rent on behalf of the landlord. A material noncompliance with s.
465 83.51(1) ~~{F.S. 1973}~~ by the landlord is a complete defense to an
466 action for possession based upon nonpayment of rent, and, upon
467 hearing, the court or the jury, as the case may be, shall
468 determine the amount, if any, by which the rent is to be reduced
469 to reflect the diminution in value of the dwelling unit during
470 the period of noncompliance with s. 83.51(1) ~~{F.S. 1973}~~. After
471 consideration of all other relevant issues, the court shall
472 enter appropriate judgment.

473 (2) In an action by the landlord for possession of a
474 dwelling unit, if the tenant interposes any defense other than
475 payment, the tenant shall pay into the registry of the court the

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476 accrued rent as alleged in the complaint or as determined by the
477 court and the rent that ~~which~~ accrues during the pendency of the
478 proceeding, when due. The clerk shall notify the tenant of such
479 requirement in the summons. Failure of the tenant to pay the
480 rent into the registry of the court or to file a motion to
481 determine the amount of rent to be paid into the registry within
482 5 days, excluding Saturdays, Sundays, and legal holidays, after
483 the date of service of process constitutes an absolute waiver of
484 the tenant's defenses other than payment, and the landlord is
485 entitled to an immediate default judgment for removal of the
486 tenant with a writ of possession to issue without further notice
487 or hearing thereon. If ~~In the event~~ a motion to determine rent
488 is filed, documentation in support of the allegation that the
489 rent as alleged in the complaint is in error is required. Public
490 housing tenants or tenants receiving rent subsidies are ~~shall be~~
491 required to deposit only that portion of the full rent for which
492 they are ~~the tenant is~~ responsible pursuant to the federal,
493 state, or local program in which they are participating.

494 Section 11. Subsection (1) of section 83.62, Florida
495 Statutes, is amended to read:

496 83.62 Restoration of possession to landlord.—

497 (1) In an action for possession, after entry of judgment
498 in favor of the landlord, the clerk shall issue a writ to the
499 sheriff describing the premises and commanding the sheriff to
500 put the landlord in possession after 24 hours' notice
501 conspicuously posted on the premises. Weekends and legal
502 holidays do not stay the 24-hour notice period.

503 Section 12. Section 83.63, Florida Statutes, is amended to

504 read:

505 83.63 Casualty damage.—If the premises are damaged or
 506 destroyed other than by the wrongful or negligent acts of the
 507 tenant so that the enjoyment of the premises is substantially
 508 impaired, the tenant may terminate the rental agreement and
 509 immediately vacate the premises. The tenant may vacate the part
 510 of the premises rendered unusable by the casualty, in which case
 511 the tenant's liability for rent shall be reduced by the fair
 512 rental value of that part of the premises damaged or destroyed.
 513 If the rental agreement is terminated, the landlord shall comply
 514 with s. 83.49(3) ~~[F.S. 1973]~~.

515 Section 13. Subsection (1) of section 83.64, Florida
 516 Statutes, is amended to read:

517 83.64 Retaliatory conduct.—

518 (1) It is unlawful for a landlord to discriminatorily
 519 increase a tenant's rent or decrease services to a tenant, or to
 520 bring or threaten to bring an action for possession or other
 521 civil action, primarily because the landlord is retaliating
 522 against the tenant. In order for the tenant to raise the defense
 523 of retaliatory conduct, the tenant must have acted in good
 524 faith. Examples of conduct for which the landlord may not
 525 retaliate include, but are not limited to, situations where:

526 (a) The tenant has complained to a governmental agency
 527 charged with responsibility for enforcement of a building,
 528 housing, or health code of a suspected violation applicable to
 529 the premises;

530 (b) The tenant has organized, encouraged, or participated
 531 in a tenants' organization;

532 (c) The tenant has complained to the landlord pursuant to
 533 s. 83.56(1); ~~or~~

534 (d) The tenant is a servicemember who has terminated a
 535 rental agreement pursuant to s. 83.682;

536 (e) The tenant has paid the rent to a condominium,
 537 cooperative, or homeowners' association after demand from the
 538 association in order to pay the landlord's obligation to the
 539 association; or

540 (f) The tenant has exercised his or her rights under
 541 local, state, or federal fair housing laws.

542 Section 14. Section 83.683, Florida Statutes, is created
 543 to read:

544 83.683 Foreclosure of leased property.—

545 (1) A landlord is not required to notify a tenant of a
 546 mortgage default.

547 (2) A pending foreclosure action involving the leased
 548 premises is not grounds for a tenant to terminate a lease.

549 Section 15. Subsection (1) of section 723.063, Florida
 550 Statutes, is amended to read:

551 723.063 Defenses to action for rent or possession;
 552 procedure.—

553 (1)(a) In any action based upon nonpayment of rent or
 554 seeking to recover unpaid rent, or a portion thereof, the mobile
 555 home owner may defend upon the ground of a material
 556 noncompliance with any portion of this chapter or may raise any
 557 other defense, whether legal or equitable, which he or she may
 558 have. The mobile home park owner must be given an opportunity to
 559 cure a deficiency in a notice or in the pleadings prior to

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560 dismissal of the action.

561 (b) The defense of material noncompliance may be raised by
562 the mobile home owner only if 7 days have elapsed after he or
563 she has notified the park owner in writing of his or her
564 intention not to pay rent, or a portion thereof, based upon the
565 park owner's noncompliance with portions of this chapter,
566 specifying in reasonable detail the provisions in default. A
567 material noncompliance with this chapter by the park owner is a
568 complete defense to an action for possession based upon
569 nonpayment of rent, or a portion thereof, and, upon hearing, the
570 court or the jury, as the case may be, shall determine the
571 amount, if any, by which the rent is to be reduced to reflect
572 the diminution in value of the lot during the period of
573 noncompliance with any portion of this chapter. After
574 consideration of all other relevant issues, the court shall
575 enter appropriate judgment.

576 Section 16. This act shall take effect July 1, 2012.