

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

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; amending s.
96 196.061, F.S.; providing that rental of certain
97 homestead property does not constitute abandonment in
98 specified circumstances; creating s. 201.025, F.S.;
99 providing the amount of documentary stamp tax imposed
100 on purchases of certain property by certain entities;

101 requiring revenue generated by such tax to be
 102 deposited into the Florida Affordable Housing Trust
 103 Fund; providing exceptions; providing an effective
 104 date.

105

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

107

108 Section 1. This act shall be cited as the "Keep Floridians
 109 Housed Act."

110 Section 2. Section 20.71, Florida Statutes, is created to
 111 read:

112 20.71 Department of Housing and Tenant Rights.-

113 (1) There is created the Department of Housing and Tenant
 114 Rights.

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

123 (3) The purpose of the department is to assist the
 124 Governor in working with the Legislature, state agencies, and
 125 other interested entities to formulate and implement coherent

126 and consistent policies and strategies designed to combat
127 affordable housing and homelessness issues in the state; assist
128 with housing and urban development; and perpetuate amicable
129 landlord-tenant relationships.

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

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

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

139 83.43 Definitions.—As used in this part, the following
140 words and terms shall have the following meanings unless some
141 other meaning is plainly indicated:

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

150 (16) "Tenant" means any person entitled to occupy a

151 dwelling unit or property held out for the use of tenants
152 generally under a rental agreement.

153 Section 4. Section 83.455, Florida Statutes, is created to
154 read:

155 83.455 Rental agreements.-

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

161 (2) Notwithstanding any other provision of law, all rental
162 agreements entered into, extended, or renewed on or after July
163 1, 2024, must include the following provisions:

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

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

173 (c) If a rental agreement provision authorizes termination
174 of the rental agreement by the landlord without cause, such
175 provision must require the landlord to provide the tenant just

176 compensation and comprehensive relocation assistance.

177 (d) A landlord may not terminate a tenancy for cause
178 during a state of emergency declared by the Governor under
179 chapter 252.

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

184 (f) A landlord may not terminate a tenancy because a
185 tenant establishes, attempts to establish, or participates in a
186 tenant organization.

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

189 83.46 Rent; duration of tenancies.—

190 (4) A landlord must provide to a tenant a written notice,
191 by certified mail or hand delivery, of a planned rent increase
192 at least 60 days before the rental agreement renewal period. If
193 the rent increase is more than 5 percent, the landlord must
194 provide notice, by certified mail or hand delivery, at least 3
195 months before the rental agreement renewal period. If the rent
196 increase is more than 5 percent, the notice must also contain a
197 statement that the tenant may elect to participate in nonbinding
198 mediation, at the expense of the tenant, by providing written
199 notice to the landlord, by certified mail or hand delivery,
200 within 14 days after receipt of the notice of the rent increase.

201 For a tenancy without a specific duration, the landlord must
 202 provide written notice, by certified mail or hand delivery, of a
 203 planned rent increase within the timeframes provided in s.
 204 83.57.

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

207 83.47 Prohibited provisions in rental agreements.—

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

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

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

220 83.49 Deposit money or advance rent; duty of landlord and
 221 tenant.—

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

224 (b) The landlord must allow the tenant, in his or her
 225 discretion, to pay the total amount of the security deposit in

226 12 equal payments to be paid at the same time and in the same
227 manner as the tenant's rent. If the duration of the rental
228 agreement is less than 1 year, the total amount of the deposit
229 must be paid in equal monthly payments based on the duration of
230 the tenancy and be paid at the same time and in the same manner
231 as the tenant's rent.

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

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

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

251 (a)~~(b)~~ Hold the total amount of such money in a separate
252 interest-bearing account in a Florida banking institution for
253 the benefit of the tenant or tenants, in which case the tenant
254 shall receive and collect interest in an amount of at least 75
255 percent of the annualized average interest rate payable on such
256 account or interest at the rate of 5 percent per year, simple
257 interest, whichever the landlord elects. The landlord shall not
258 commingle such moneys with any other funds of the landlord or
259 hypothecate, pledge, or in any other way make use of such moneys
260 until such moneys are actually due the landlord; or

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

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

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

301 does not apply to any landlord who rents fewer than five
 302 individual dwelling units. Failure to give this notice is not a
 303 defense to the payment of rent when due. The written notice
 304 must:

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

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

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

311 (d) Contain the following disclosure:

312 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
 313 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
 314 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
 315 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
 316 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
 317 LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
 318 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE
 319 DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR
 320 OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE
 321 LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST
 322 MAIL YOU THE REMAINING DEPOSIT, IF ANY.
 323 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD
 324 MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU
 325 FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE

326 LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A
 327 LAWSUIT CLAIMING A REFUND.
 328 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
 329 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
 330 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
 331 THE LOSING PARTY.
 332 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
 333 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
 334 OBLIGATIONS.

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

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

350 This is a notice of my intention to impose a claim for

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351 damages in the amount of upon your security deposit, due to
352 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
353 Florida Statutes. You are hereby notified that you must object
354 in writing to this deduction from your security deposit within
355 15 days after ~~from~~ the time you receive this notice or I will be
356 authorized to deduct my claim from your security deposit. Your
357 objection must be sent to ...(landlord's address)....
358 If the landlord fails to give the required notice within the 30-
359 day period, he or she forfeits the right to impose a claim upon
360 the security deposit and may not seek a setoff against the
361 deposit but may file an action for damages after return of the
362 deposit.

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

372 (c) If either party institutes an action in a court of
373 competent jurisdiction to adjudicate the party's right to the
374 security deposit, the prevailing party is entitled to receive
375 his or her court costs plus a reasonable fee for his or her

376 attorney. If a court finds that the landlord failed to meet the
 377 requirements of this section, the court must award the tenant
 378 damages equal to three times the amount of the tenant's security
 379 deposit. The court shall advance the cause on the calendar.

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

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

401 stabilization. With the exception of subsections (4), (6), and
 402 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
 403 authorities or public housing agencies created pursuant to
 404 chapter 421 or other statutes.

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

420 (8)~~(7)~~ Upon the sale or transfer of title of the rental
 421 property from one owner to another, or upon a change in the
 422 designated rental agent, any and all security deposits or
 423 advance rents being held for the benefit of the tenants must
 424 ~~shall~~ be transferred to the new owner or agent, together with
 425 any earned interest and with an accurate accounting showing the

426 amounts to be credited to each tenant account. Upon the transfer
 427 of such funds and records to the new owner or agent, and upon
 428 transmittal of a written receipt therefor, the transferor is
 429 free from the obligation imposed in subsection (2)~~(1)~~ to hold
 430 such moneys on behalf of the tenant. There is a rebuttable
 431 presumption that any new owner or agent received the security
 432 deposit from the previous owner or agent; however, this
 433 presumption is limited to 1 month's rent. This subsection does
 434 not excuse the landlord or agent for a violation of other
 435 provisions of this section while in possession of such deposits.

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

443 Section 8. Paragraph (a) of subsection (1) of section
 444 83.51, Florida Statutes, is amended to read:

445 83.51 Landlord's obligation to maintain premises.—

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

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

451
452 The landlord is not required to maintain a mobile home or other
453 structure owned by the tenant. The landlord's obligations under
454 this subsection may be altered or modified in writing with
455 respect to a single-family home or duplex.

456 Section 9. Section 83.54, Florida Statutes, is amended to
457 read:

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

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

475 83.56 Termination of rental agreement.—

476 (2) (a) A landlord must have good cause to terminate a
 477 rental agreement. The following reasons constitute good cause
 478 allowing for termination of a rental agreement:

479 1. The destruction, damage, or misuse of the landlord's or
 480 other tenants' property by intentional act.

481 2. A tenant's disorderly conduct or continued unreasonable
 482 disturbance.

483 3. Failure of the tenant to comply with s. 83.52.

484 4. A violation or breach of the landlord's reasonable
 485 rules and regulations.

486 5. A violation or breach of covenants or agreements
 487 contained in the rental agreement.

488 6. Use of the dwelling unit or premises for illegal
 489 purposes or acts that the tenant has been criminally charged
 490 with, including, but not limited to, the manufacture, sale, or
 491 use of illegal drugs, theft of property, or assault or threats
 492 on the landlord or his or her relatives, as defined in s.
 493 494.001, or employees.

494 7. The dwelling unit or premises are removed from the
 495 rental market because the state, any political subdivision as
 496 defined in s. 1.01(8), or other entity exercises its power of
 497 eminent domain, the landlord seeks in good faith to permanently
 498 remove the property from the rental market, or the landlord is
 499 converting the dwelling unit or premises from the rental market
 500 to a condominium, cooperative, or fee simple ownership.

501 8. The dwelling unit or premises are being used as an
 502 incident of employment and such employment is terminated.

503 9. The landlord seeks in good faith to recover possession
 504 of the dwelling unit or premises for his or her own use and
 505 occupancy as a principal residence, or for the use and occupancy
 506 as a principal residence by a relative, as defined in s.
 507 494.001, of the landlord.

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

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

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526 ~~from~~ the date that the notice is delivered to vacate the
527 premises. The notice must ~~shall~~ be in substantially the
528 following form:

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

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

551 You are hereby notified that ... (cite the violation
 552 ~~noncompliance~~).... Demand is hereby made that you remedy the
 553 violation ~~noncompliance~~ within 7 days after ~~of~~ receipt of this
 554 notice or your rental agreement will be ~~lease shall be deemed~~
 555 terminated and you must ~~shall~~ vacate the premises upon such
 556 termination. If this same conduct or conduct of a similar nature
 557 is repeated within 12 months, your tenancy is subject to
 558 termination without further warning and without your being given
 559 an opportunity to cure the violation ~~noncompliance~~.

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

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

576 | holidays only. The 3-day notice shall contain a statement in
 577 | substantially the following form:

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

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

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

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

601 83.59.

602 ~~(6)-(5)~~

603 (b) Any tenant who wishes to defend against an action by
 604 the landlord for possession of the unit for noncompliance of the
 605 rental agreement or of relevant statutes must comply with s.
 606 83.60(2). The court may not set a date for mediation or trial
 607 unless the provisions of s. 83.60(2) have been met, ~~but must~~
 608 ~~enter a default judgment for removal of the tenant with a writ~~
 609 ~~of possession to issue immediately if the tenant fails to comply~~
 610 ~~with s. 83.60(2).~~

611 ~~(7)-(6)~~ If the rental agreement is terminated, the landlord
 612 ~~must~~ shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

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

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

624 1. A statement in substantially the following form: "When
 625 the needed repairs are completed on your dwelling unit or the

626 premises, the landlord must offer you the opportunity to return
627 to your dwelling unit with a rental agreement of substantially
628 the same terms and at the same rent, subject to the landlord's
629 right to obtain a rent increase for capital improvements."

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

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

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

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

650 83.60 Defenses to action for rent or possession;

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651 procedure.—

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

675 Section 12. Section 83.626, Florida Statutes, is created

676 to read:

677 83.626 Court records of eviction proceedings.-

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

685 (a) The parties file a joint stipulation requesting relief
686 under this section.

687 (b) The case was dismissed.

688 (c) The case was resolved by settlement or stipulation of
689 the parties and the defendant has complied with the terms of the
690 agreement.

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

698 (e) A judgment was entered against the defendant on the
699 merits at least 5 years before the motion was filed under this
700 subsection and the defendant has satisfied any monetary award

701 included in the judgment. This paragraph does not apply if the
702 action was brought under s. 83.56(2)(a) or s. 723.061(1)(b) or
703 (c) for material noncompliance, other than nonpayment of rent,
704 because of the defendant's intentional destruction, damage, or
705 misuse of the landlord's property.

706 (2)(a) The court shall grant such motion without a hearing
707 if the requirements in paragraph (1)(a) or paragraph (1)(b) are
708 satisfied.

709 (b) If the defendant files a motion on the basis of
710 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
711 satisfied, the defendant must also serve a copy of the motion on
712 all parties to the proceeding. If a written objection is filed
713 by a party within 30 days after such service, the court must
714 schedule a hearing. If a written objection is not filed within
715 30 days after service of the motion, or the court determines
716 after a hearing that the defendant is eligible for relief, the
717 court must grant the motion.

718 (3) A tenant, mobile home owner, mobile home tenant, or
719 mobile home occupant is entitled to relief under subsection (2)
720 only once. When a tenant, mobile home owner, mobile home tenant,
721 or mobile home occupant files a motion under subsection (1), he
722 or she must also submit a sworn statement under penalty of
723 perjury affirming that he or she has not previously received
724 such relief from a court in the state.

725 (4) In an eviction proceeding under this part or s.

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726 723.061, the court must substitute a defendant's name on the
727 progress docket with "tenant" or "occupant" if a judgment is
728 entered in favor of the defendant.

729 (5) A defendant is not eligible for relief under this
730 section if:

731 (a) During any 12-month period, the defendant has had a
732 judgment entered against him or her in two or more eviction
733 proceedings; or

734 (b) During any 24-month period, the defendant has had a
735 judgment entered against him or her in three or more eviction
736 proceedings.

737 (6) This section applies to any judgment entered before,
738 on, or after July 1, 2024.

739 Section 13. Section 83.63, Florida Statutes, is amended to
740 read:

741 83.63 Casualty damage.—If the premises are damaged or
742 destroyed other than by the wrongful or negligent acts of the
743 tenant so that the enjoyment of the premises is substantially
744 impaired, the tenant may terminate the rental agreement and
745 immediately vacate the premises. The tenant may vacate the part
746 of the premises rendered unusable by the casualty, in which case
747 the tenant's liability for rent shall be reduced by the fair
748 rental value of that part of the premises damaged or destroyed.
749 If the rental agreement is terminated, the landlord shall comply
750 with s. 83.49(4) ~~s. 83.49(3)~~.

751 Section 14. Section 83.67, Florida Statutes, is amended to
 752 read:

753 83.67 Prohibited practices.—

754 (1) A landlord of any dwelling unit governed by this part
 755 may ~~shall~~ not cause, directly or indirectly, the termination or
 756 interruption of any utility service furnished to the tenant,
 757 including, but not limited to, water, heat, light, electricity,
 758 gas, elevator, garbage collection, or refrigeration, whether or
 759 not the utility service is under the control of, or payment is
 760 made by, the landlord.

761 (2) A landlord of any dwelling unit governed by this part
 762 may ~~shall~~ not prevent the tenant from gaining reasonable access
 763 to the dwelling unit by any means, including, but not limited
 764 to, changing the locks or using any bootlock or similar device.

765 (3) A landlord of any dwelling unit governed by this part
 766 may ~~shall~~ not discriminate against a servicemember in offering a
 767 dwelling unit for rent or in any of the terms of the rental
 768 agreement.

769 (4) A landlord of any dwelling unit governed by this part
 770 may not discriminate against a person in offering a dwelling
 771 unit for rent or in any of the terms of the rental agreement
 772 based on the person's race; color; religion; sex; pregnancy;
 773 national origin; age; physical, mental, or developmental
 774 disability; HIV status; familial status; sexual orientation;
 775 gender identity; source of income; or credit score. For purposes

776 of this subsection, the term:

777 (a) "Familial status" means the makeup of a person's
 778 family, including whether there is a child under the age of 18
 779 living with the person or whether the person is seeking custody
 780 of a child under the age of 18.

781 (b) "Gender identity" means the identity, appearance, or
 782 behavior of a person, regardless of whether such identity,
 783 appearance, or behavior is different from that traditionally
 784 associated with the person's physiology or assigned sex at
 785 birth.

786 (c) "Sexual orientation" means a person's heterosexuality,
 787 homosexuality, or bisexuality.

788 (5) A landlord of any dwelling unit governed by this part
 789 may not harass or intimidate a tenant for the purpose of
 790 coercing the tenant into terminating the rental agreement.

791 (6) A landlord of any dwelling unit governed by this part
 792 may not refuse to show the dwelling unit, either in person or
 793 through photographs, to a prospective tenant until the
 794 prospective tenant signs a rental agreement.

795 (7) Unless otherwise required by law, a landlord of any
 796 dwelling unit governed by this part may not inquire into or
 797 consider a prospective tenant's criminal history on a rental
 798 application or rental agreement. A landlord may inquire into or
 799 consider a prospective tenant's criminal history only after the
 800 landlord otherwise determines that the prospective tenant

801 otherwise qualifies to rent a dwelling unit.

802 (8) If a landlord requires a prospective tenant to
803 complete a rental application before residing in a dwelling
804 unit, the landlord may not charge an excessive rental
805 application fee. If, after a prospective tenant submits a rental
806 application and application fee, a dwelling unit is not
807 available, the landlord must refund the application fee to the
808 prospective tenant.

809 (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from
810 displaying one portable, removable, cloth or plastic United
811 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
812 respectful manner in or on the dwelling unit regardless of any
813 provision in the rental agreement dealing with flags or
814 decorations. The United States flag shall be displayed in
815 accordance with s. 83.52(6). The landlord is not liable for
816 damages caused by a United States flag displayed by a tenant.
817 Any United States flag may not infringe upon the space rented by
818 any other tenant.

819 (10)~~(5)~~ A landlord of any dwelling unit governed by this
820 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
821 or windows of the unit except for purposes of maintenance,
822 repair, or replacement; and the landlord may ~~shall~~ not remove
823 the tenant's personal property from the dwelling unit unless
824 such action is taken after surrender, abandonment, recovery of
825 possession of the dwelling unit due to the death of the last

826 remaining tenant in accordance with s. 83.59(3) (d), or a lawful
 827 eviction. If provided in the rental agreement or a written
 828 agreement separate from the rental agreement, upon surrender or
 829 abandonment by the tenant, the landlord is not required to
 830 comply with s. 715.104 and is not liable or responsible for
 831 storage or disposition of the tenant's personal property; if
 832 provided in the rental agreement, there must be printed or
 833 clearly stamped on such rental agreement a legend in
 834 substantially the following form:

835 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON
 836 SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE
 837 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS
 838 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD IS ~~SHALL~~
 839 NOT ~~BE~~ LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
 840 TENANT'S PERSONAL PROPERTY.

841 For the purposes of this section, abandonment is determined
 842 ~~shall be as provided set forth~~ in s. 83.59(3) (c).

843 ~~(11)-(6)~~ A landlord who violates any provision of this
 844 section is ~~shall be~~ liable to the tenant for actual and
 845 consequential damages or 3 months' rent, whichever is greater,
 846 and costs, including attorney ~~attorney's~~ fees. Subsequent or
 847 repeated violations that are not contemporaneous with the
 848 initial violation are ~~shall be~~ subject to separate awards of
 849 damages.

850 ~~(12)-(7)~~ A violation of this section constitutes

851 irreparable harm for the purposes of injunctive relief.

852 ~~(13)-(8)~~ The remedies provided by this section are not
 853 exclusive and do not preclude the tenant from pursuing any other
 854 remedy at law or equity that the tenant may have. The remedies
 855 provided by this section ~~shall~~ also apply to a servicemember or
 856 person who is a prospective tenant who has been discriminated
 857 against under subsection (3) or subsection (4) ~~subsection (3)~~.

858 Section 15. Section 83.675, Florida Statutes, is created
 859 to read:

860 83.675 Tenant opportunity to purchase.-

861 (1) For purposes of this section, the term:

862 (a) "Bona fide offer of sale" means an offer for a price,
 863 and, including other material terms, that is at least as
 864 favorable as what would be accepted by a purchaser in an arm's
 865 length third-party contract, that is comparable to that at which
 866 a willing seller and a willing buyer would sell and purchase the
 867 dwelling unit or the premises on which the dwelling unit is
 868 located, or that is the appraised value.

869 (b) "Highest and best use" means the reasonable legal use
 870 of a dwelling unit or the premises on which the dwelling unit is
 871 located that is physically possible, appropriately supported,
 872 and financially feasible and that results in the highest value
 873 of the dwelling unit or premises on which the dwelling unit is
 874 located.

875 (c) "Matter-of-right" means the appropriate land use,

876 development density, or building requirements of the dwelling
877 unit or the premises on which the dwelling unit is located under
878 zoning regulations and law.

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

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

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

897 (5) The appraisal value must be based on rights a landlord
898 has as a matter-of-right as of the date of the offer of sale,
899 including any existing right a landlord may have to convert the
900 dwelling unit or the premises on which the dwelling unit is

901 located to another use. The appraisal value may take into
 902 consideration the highest and best use of the dwelling unit or
 903 premises.

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

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

915 Section 16. Section 83.676, Florida Statutes, is created
 916 to read:

917 83.676 Early termination of rental agreement by a victim
 918 of domestic violence, dating violence, sexual violence, or
 919 stalking; lock changing.—

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

921 (a) "Dating violence" has the same meaning as in s.
 922 784.046.

923 (b) "Domestic violence" has the same meaning as in s.
 924 741.28.

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

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926 784.046.

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

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

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

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

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

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

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

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

975 (c) A notice of termination from the tenant required under

976 paragraph (a) must be provided by certified mail or hand
977 delivery to the landlord, a person authorized to receive notices
978 on behalf of the landlord under s. 83.50, a resident manager, or
979 the person or entity that collects the rent on behalf of the
980 landlord.

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

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

998 (f) This subsection does not affect a tenant's liability
999 for unpaid rent or other amounts owed to the landlord before the
1000 termination of the rental agreement under this subsection.

1001 (g) If the perpetrator of actual or threatened domestic
 1002 violence, dating violence, sexual violence, or stalking is also
 1003 a tenant under the same rental agreement as the tenant who is a
 1004 victim, or whose minor child is a victim, of such actual or
 1005 threatened violence or stalking, neither the perpetrator's
 1006 liability for rent nor his or her other obligations under the
 1007 rental agreement are terminated under this subsection, and the
 1008 landlord is entitled to the rights and remedies provided by this
 1009 part against the perpetrator.

1010 (4) (a) A tenant or a tenant's minor child who is a victim
 1011 of actual or threatened domestic violence, dating violence,
 1012 sexual violence, or stalking and who wishes to remain in the
 1013 dwelling unit may make a written request to the landlord
 1014 accompanied by any one of the documents listed in paragraph
 1015 (3) (b), and the landlord shall, within 24 hours after receipt of
 1016 the request, change the locks of the tenant's dwelling unit and
 1017 provide the tenant with a key to the new locks.

1018 (b) If the landlord fails to change the locks within 24
 1019 hours, the tenant may change the locks without the landlord's
 1020 permission, notwithstanding any contrary provision in the rental
 1021 agreement or other applicable rules or regulations imposed by
 1022 the landlord, if all of the following conditions have been met:

1023 1. The locks are changed in like manner as if the landlord
 1024 had changed the locks, with locks of similar or better quality
 1025 than the original locks.

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1026 2. The landlord is notified within 24 hours after the
1027 changing of the locks.

1028 3. The landlord is provided a key to the new locks within
1029 a reasonable time.

1030 (c) If the locks are changed under this subsection, the
1031 landlord is not liable to any person who does not have access to
1032 the dwelling unit.

1033 (5) A landlord may not refuse to enter into a rental
1034 agreement for a dwelling unit, refuse to negotiate for the
1035 rental of a dwelling unit, make a dwelling unit unavailable, or
1036 retaliate in the rental of a dwelling unit because:

1037 (a) The tenant, prospective tenant, or minor child of the
1038 tenant or prospective tenant is a victim of actual or threatened
1039 domestic violence, dating violence, sexual violence, or
1040 stalking; or

1041 (b) The tenant or prospective tenant has previously
1042 terminated a rental agreement because of an incident involving
1043 actual or threatened domestic violence, dating violence, sexual
1044 violence, or stalking in which the tenant, prospective tenant,
1045 or minor child of the tenant or prospective tenant was a victim.

1046
1047 However, the landlord may refuse to enter into a rental
1048 agreement, negotiate for the rental of a dwelling unit, or make
1049 a dwelling unit available if the tenant or prospective tenant
1050 fails to comply with the landlord's request for documentation of

1051 an incident of actual or threatened domestic violence, dating
1052 violence, sexual violence, or stalking that occurred before
1053 termination of a prior rental agreement. A landlord's request
1054 for documentation is satisfied upon the tenant's or prospective
1055 tenant's provision of any one of the documents listed in
1056 paragraph (3)(b).

1057 (6) All information provided to a landlord under
1058 subsections (3), (4), and (5), including the fact that a tenant,
1059 prospective tenant, or a tenant's or prospective tenant's minor
1060 child is a victim of actual or threatened domestic violence,
1061 dating violence, sexual violence, or stalking, and including the
1062 tenant's forwarding address, is confidential. The landlord may
1063 not enter such information into any shared database or provide
1064 the information to any other person or entity, except to the
1065 extent such disclosure is:

1066 (a) Made to a person specified in paragraph (3)(c) solely
1067 for a legitimate business purpose;

1068 (b) Requested, or consented to, in writing by the tenant
1069 or the tenant's legal guardian;

1070 (c) Required for use in a judicial proceeding; or

1071 (d) Otherwise required by law.

1072 (7) A tenant or prospective tenant, on his or her own
1073 behalf or on behalf of his or her minor child, may file a civil
1074 action against a landlord for a violation of this section. A
1075 landlord who violates subsection (5) or subsection (6) is

1076 civilly liable to the victim for \$1,000 for punitive damages,
 1077 actual and consequential damages, and court costs, including
 1078 reasonable attorney fees, unless the landlord can show that this
 1079 was the landlord's first violation and the violation was not
 1080 committed in bad faith. Subsequent or repeated violations that
 1081 are not contemporaneous with the initial violation are subject
 1082 to separate awards of damages.

1083 (8) The provisions of this section may not be waived or
 1084 modified by a rental agreement.

1085 Section 17. Subsection (14) is added to section 163.31801,
 1086 Florida Statutes, to read:

1087 163.31801 Impact fees; short title; intent; minimum
 1088 requirements; audits; challenges.—

1089 (14) A local government may adopt by ordinance or a
 1090 special district may adopt by resolution an impact fee that is
 1091 charged to a developer when residents are displaced from their
 1092 homes due to gentrification by the developer. The revenue
 1093 generated from the impact fee must be used for affordable
 1094 housing in the county, municipality, or special district that
 1095 adopted such impact fee.

1096 Section 18. Subsection (1) of section 196.061, Florida
 1097 Statutes, is amended to read:

1098 196.061 Rental of homestead to constitute abandonment.—

1099 (1)(a) Except as provided in paragraph (b), the rental of
 1100 all or substantially all of a dwelling previously claimed to be

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1101 a homestead for tax purposes shall constitute the abandonment of
1102 such dwelling as a homestead, and the abandonment continues
1103 until the dwelling is physically occupied by the owner. However,
1104 such abandonment of the homestead after January 1 of any year
1105 does not affect the homestead exemption for tax purposes for
1106 that particular year unless the property is rented for more than
1107 30 days per calendar year for 2 consecutive years.

1108 (b) The rental of any portion of a dwelling previously
1109 claimed to be a homestead for tax purposes shall not constitute
1110 abandonment if the owner resides on the property.

1111 Section 19. Section 201.025, Florida Statutes, is created
1112 to read:

1113 201.025 Tax on deeds relating to residential property
1114 purchased by private equity firms.—

1115 (1) When a deed, an instrument, or other writing for a
1116 residential single-family dwelling, a manufactured home, or an
1117 apartment complex is granted, assigned, transferred, or
1118 otherwise conveyed to a purchaser who is a private equity firm
1119 or corporation that has at least \$20 million in assets, the tax
1120 is \$100 on each \$100 of the consideration.

1121 (2) All documentary stamp tax revenues generated under
1122 this section must be deposited into the Florida Affordable
1123 Housing Trust Fund.

1124 (3) Taxes imposed by this section do not apply to an
1125 assignment, a deed, a transfer, a conveyance, or other

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1126 disposition, which arises out of a transfer of real property if
1127 the purchaser is:

1128 (a) A nonprofit organization as defined in s. 201.02(6).

1129 (b) A government entity as defined in s. 768.295(2).

1130 (c) A person purchasing such real property pursuant to a
1131 government program to provide housing to low-income persons as
1132 defined in s. 420.0004(11).

1133 Section 20. This act shall take effect July 1, 2024.