

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

1 Committee/Subcommittee hearing bill: State Affairs Committee
2 Representative Gantt offered the following:

3
4 **Amendment (with title amendment)**

5 Between lines 215 and 216, insert:

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

12 83.56 Termination of rental agreement.—

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

Amendment No.

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

18 2. A tenant's disorderly conduct or continued unreasonable
19 disturbance.

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

21 4. A violation or breach of the landlord's reasonable
22 rules and regulations.

23 5. A violation or breach of covenants or agreements
24 contained in the rental agreement.

25 6. Use of the dwelling unit or premises for illegal
26 purposes or acts that the tenant has been criminally charged
27 with, including, but not limited to, the manufacture, sale, or
28 use of illegal drugs, theft of property, or assault or threats
29 on the landlord or his or her relatives, as defined in s.
30 494.001(33), or employees.

31 7. The dwelling unit or premises are removed from the
32 rental market because the state, any political subdivision as
33 defined in s. 1.01(8), or other entity exercises its power of
34 eminent domain, the landlord seeks in good faith to permanently
35 remove the property from the rental market, or the landlord is
36 converting the dwelling unit or premises from the rental market
37 to a condominium, cooperative, or fee simple ownership.

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

Amendment No.

40 9. The landlord seeks in good faith to recover possession
41 of the dwelling unit or premises for his or her own use and
42 occupancy as a principal residence, or for the use and occupancy
43 as a principal residence by a relative, as defined in s.
44 494.001(33), of the landlord.

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

49 1.(a) If the violation such noncompliance is of a nature
50 that the tenant should not be given an opportunity to cure it or
51 if the violation noncompliance constitutes a subsequent or
52 continuing violation noncompliance within 12 months after ~~of~~ a
53 written warning by the landlord of a similar violation, deliver
54 a written notice to the tenant specifying the violation
55 ~~noncompliance~~ and the landlord's intent to terminate the rental
56 agreement by reason thereof. ~~Examples of noncompliance which are~~
57 ~~of a nature that the tenant should not be given an opportunity~~
58 ~~to cure include, but are not limited to, destruction, damage, or~~
59 ~~misuse of the landlord's or other tenants' property by~~
60 ~~intentional act or a subsequent or continued unreasonable~~
61 ~~disturbance.~~ In such event, the landlord may terminate the
62 rental agreement, and the tenant has ~~shall have~~ 7 days after
63 ~~from~~ the date that the notice is delivered to vacate the

Amendment No.

64 premises. The notice must ~~shall~~ be in substantially the
65 following form:

66 You are advised that your rental agreement ~~lease~~ is
67 terminated effective immediately. You ~~shall~~ have 7 days after
68 ~~from~~ the delivery of this letter to vacate the premises. This
69 action is taken because ... (cite the violation
70 ~~noncompliance~~)....

71 2.(b) ~~If the violation such noncompliance~~ is of a nature
72 that the tenant should be given an opportunity to cure it,
73 deliver a written notice to the tenant specifying the violation
74 ~~noncompliance~~, including a notice that, if the violation
75 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
76 that the written notice is delivered, the landlord will ~~shall~~
77 terminate the rental agreement by reason thereof. ~~Examples of~~
78 ~~such noncompliance include, but are not limited to, activities~~
79 ~~in contravention of the lease or this part such as having or~~
80 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
81 ~~unauthorized manner or permitting such parking; or failing to~~
82 ~~keep the premises clean and sanitary.~~ If such violation
83 ~~noncompliance~~ recurs within 12 months after receipt of such
84 notice, an eviction action may commence without delivering a
85 subsequent notice pursuant to subparagraph 1. ~~paragraph (a)~~ or
86 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
87 substantially the following form:

Amendment No.

88 You are hereby notified that ...(cite the violation
89 ~~noncompliance~~).... Demand is hereby made that you remedy the
90 violation noncompliance within 7 days after ~~of~~ receipt of this
91 notice or your rental agreement will be ~~lease shall be deemed~~
92 terminated and you must ~~shall~~ vacate the premises upon such
93 termination. If this same conduct or conduct of a similar nature
94 is repeated within 12 months, your tenancy is subject to
95 termination without further warning and without your being given
96 an opportunity to cure the violation noncompliance.

97 (c) If any other reason provided in paragraph (a) exists,
98 the landlord may deliver a written notice to the tenant of the
99 landlord's intent to terminate the rental agreement. The written
100 notice must specify the reason for the termination. In such
101 event, the tenant has 7 days after the date that the notice is
102 delivered to vacate the premises.

103 (3) If the tenant fails to pay rent when due and the
104 default continues for 3 days, excluding Saturday, Sunday, and
105 legal holidays, after delivery of written demand by the landlord
106 for payment of the rent or possession of the premises, or if the
107 tenant habitually pays late or fails to pay the full amount of
108 rent after being given notice of a rent increase as required in
109 s. 83.46(4), the landlord may terminate the rental agreement.
110 Habitual late payments means more than one late payment
111 following the landlord's first written demand for payment. Legal
112 holidays for the purpose of this section shall be court-observed

PCS for HB 627 a5

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Amendment No.

113 holidays only. The 3-day notice shall contain a statement in
114 substantially the following form:

115 You are hereby notified that you are indebted to me in the
116 sum of dollars for the rent and use of the premises
117 ...(address of leased premises, including county)..., Florida,
118 now occupied by you and that I demand payment of the rent or
119 possession of the premises within 3 days (excluding Saturday,
120 Sunday, and legal holidays) after ~~from~~ the date of delivery of
121 this notice, to wit: on or before the day of,
122 ...(year)....

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

124

125 (4) The delivery of the written notices required by
126 subsections (1), (2), ~~and~~ (3), and (8) must ~~shall~~ be by mailing
127 or delivery of a true copy thereof or, if the tenant is absent
128 from the premises, by leaving a copy thereof at the residence.
129 The notice requirements of subsections (1), (2), ~~and~~ (3), and
130 (8) may not be waived in the rental agreement ~~lease~~.

131 (5) Notwithstanding any other law to the contrary, if the
132 landlord knows or reasonably should know that the tenant is
133 pregnant or there are children under the age of 18 years living
134 in the dwelling unit, the landlord must provide the tenant at
135 least 3 months after delivery of a written notice under
136 subsection (2) or subsection (3) to vacate the premises before

Amendment No.

137 bringing an action for possession of the dwelling unit under s.
138 83.59.

139 ~~(6)-(5)~~

140 (b) Any tenant who wishes to defend against an action by
141 the landlord for possession of the unit for noncompliance of the
142 rental agreement or of relevant statutes must comply with s.
143 83.60(2). The court may not set a date for mediation or trial
144 unless the provisions of s. 83.60(2) have been met, ~~but must~~
145 ~~enter a default judgment for removal of the tenant with a writ~~
146 ~~of possession to issue immediately if the tenant fails to comply~~
147 ~~with s. 83.60(2).~~

148 ~~(7)-(6)~~ If the rental agreement is terminated, the landlord
149 shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

150 (8)(a) If the landlord seeks in good faith to undertake
151 substantial repairs to the dwelling unit or premises that cannot
152 be completed while the dwelling unit is occupied, and that are
153 necessary to bring the dwelling unit or premises into compliance
154 with applicable codes and laws or under an outstanding notice of
155 code violations, the landlord may deliver a written notice to
156 the tenant of the landlord's intent to terminate the rental
157 agreement. In such event, the tenant has 7 days after the date
158 that the notice is delivered to vacate the premises.

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

Amendment No.

161 1. A statement in substantially the following form: "When
162 the needed repairs are completed on your dwelling unit or the
163 premises, the landlord must offer you the opportunity to return
164 to your dwelling unit with a rental agreement of substantially
165 the same terms and at the same rent, subject to the landlord's
166 right to obtain a rent increase for capital improvements."

167 2. If a landlord owns other residential dwelling units and
168 any such unit is available, a statement informing the tenant of
169 the existence of the available unit and an offer to enter into a
170 temporary rental agreement for the available unit or an offer to
171 enter into a new rental agreement for the available unit. The
172 landlord must offer the replacement dwelling unit to the tenant
173 at a rent based on the rent that the tenant is currently paying,
174 allowing for adjustments based on the condition, size, and other
175 amenities of the replacement unit.

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

179 (c) Upon completion of the repairs of the dwelling unit or
180 premises, the landlord must offer the tenant the first right to
181 return to the dwelling unit at the same rent and under a rental
182 agreement of substantially the same terms, subject to the
183 landlord's right to obtain a rent increase for capital
184 improvements.

Amendment No.

185 Section 3. Subsection (2) of section 83.60, Florida
186 Statutes, is amended to read:

187 83.60 Defenses to action for rent or possession;
188 procedure.—

189 (2) In an action by the landlord for possession of a
190 dwelling unit, if the tenant interposes any defense other than
191 payment, including, but not limited to, the defense of a
192 defective 3-day notice, the tenant must ~~shall~~ pay into the
193 registry of the court the accrued rent as alleged in the
194 complaint or as determined by the court and the rent that
195 accrues during the pendency of the proceeding, when due. The
196 clerk shall notify the tenant of such requirement in the
197 summons. ~~Failure of the tenant to pay the rent into the registry~~
198 ~~of the court or to file a motion to determine the amount of rent~~
199 ~~to be paid into the registry within 5 days, excluding Saturdays,~~
200 ~~Sundays, and legal holidays, after the date of service of~~
201 ~~process constitutes an absolute waiver of the tenant's defenses~~
202 ~~other than payment, and the landlord is entitled to an immediate~~
203 ~~default judgment for removal of the tenant with a writ of~~
204 ~~possession to issue without further notice or hearing thereon.~~
205 If a motion to determine rent is filed, documentation in support
206 of the allegation that the rent as alleged in the complaint is
207 in error is required. Public housing tenants or tenants
208 receiving rent subsidies are required to deposit only that
209 portion of the full rent for which they are responsible pursuant

PCS for HB 627 a5

Published On: 3/8/2023 10:29:45 AM

Amendment No.

210 to the federal, state, or local program in which they are
211 participating.

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T I T L E A M E N D M E N T

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Between lines 2 and 3, insert:

217

amending s. 83.56, F.S.; revising and specifying

218

grounds for termination of a rental agreement;

219

requiring landlords to provide certain tenants a

220

specified amount of time to vacate the premises after

221

delivery of a notice to terminate the rental agreement

222

before bringing a specified action; conforming

223

provisions to changes made by the act; conforming a

224

cross-reference; amending s. 83.60, F.S.; removing a

225

requirement that certain money be paid into the

226

registry of the court;