

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WITHDRAWN \_\_\_\_\_ (Y/N)  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 Robinson, F. offered the following:

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

5 Between lines 215 and 216, insert:

6 Section 2. Paragraph (c) is added to subsection (1) of  
7 section 83.47, Florida Statutes, to read:

8 83.47 Prohibited provisions in rental agreements.—

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

11 (c) Purports that early termination of a rental agreement  
12 because of an incident involving actual or threatened domestic  
13 violence, dating violence, sexual violence, or stalking, in  
14 which the tenant or the tenant's minor child is a victim and not  
15 the perpetrator, is a breach of the rental agreement.

Amendment No.

16 Section 3. Section 83.676, Florida Statutes, is created to  
17 read:

18 83.676 Early termination of rental agreement by a victim  
19 of domestic violence, dating violence, sexual violence, or  
20 stalking; lock changing.-

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

22 (a) "Dating violence" has the same meaning as in s.  
23 784.046.

24 (b) "Domestic violence" has the same meaning as in s.  
25 741.28.

26 (c) "Sexual violence" has the same meaning as in s.  
27 784.046.

28 (d) "Stalking" has the same meaning as in s. 784.048.

29 (2) A landlord may not terminate a rental agreement or  
30 evict a tenant for an incident involving actual or threatened  
31 domestic violence, dating violence, sexual violence, or stalking  
32 if the tenant or the tenant's minor child is the victim of such  
33 actual or threatened violence or stalking. A rental agreement  
34 may not include a provision deeming that early termination of a  
35 rental agreement because of an incident involving actual or  
36 threatened domestic violence, dating violence, sexual violence,  
37 or stalking, in which the tenant or the tenant's minor child is  
38 a victim and not the perpetrator, is a breach of the rental  
39 agreement.

40 (3) (a) If a tenant or a tenant's minor child is a victim

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM

Amendment No.

41 of actual or threatened domestic violence, dating violence,  
42 sexual violence, or stalking during the term of a rental  
43 agreement, the tenant may, without penalty, terminate the rental  
44 agreement at any time by providing the landlord with written  
45 notice of the tenant's intent to terminate the rental agreement  
46 and to vacate the premises because of such incident. The  
47 termination of the rental agreement is effective immediately  
48 upon delivery of the written notice and documentation specified  
49 in paragraph (b), if applicable, to the landlord.

50 (b) Unless the landlord notifies the tenant that  
51 documentation is not needed, a notice of termination from the  
52 tenant required under paragraph (a) must be accompanied by  
53 documentation verifying the tenant's or the tenant's minor  
54 child's status as a victim of actual or threatened domestic  
55 violence, dating violence, sexual violence, or stalking and may  
56 include:

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

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

65 3. A written verification from a domestic violence center

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM

Amendment No.

66 certified under chapter 39 or a rape crisis center as defined in  
67 s. 794.055 which states that the tenant or the tenant's minor  
68 child is a victim of actual or threatened domestic violence,  
69 dating violence, sexual violence, or stalking; or

70 4. A copy of a law enforcement report documenting an  
71 incident of actual or threatened domestic violence, dating  
72 violence, sexual violence, or stalking against the tenant or the  
73 tenant's minor child.

74 (c) A notice of termination from the tenant required under  
75 paragraph (a) must be provided by certified mail or hand  
76 delivery to the landlord, a person authorized to receive notices  
77 on behalf of the landlord under s. 83.50, a resident manager, or  
78 the person or entity that collects the rent on behalf of the  
79 landlord.

80 (d) If a rental agreement with a specific duration is  
81 terminated by a tenant under this subsection less than 30 days  
82 before the end of the rental agreement, the tenant is liable for  
83 the rent for the remaining period of the rental agreement. If a  
84 rental agreement with a specific duration is terminated by a  
85 tenant under this subsection 30 or more days before the end of  
86 the rental agreement, the tenant is liable for prorated rent for  
87 a period of 30 days immediately following delivery of the notice  
88 of termination. After compliance with this paragraph, the tenant  
89 is released from any further obligation to pay rent,  
90 concessions, damages, fees, or penalties, and the landlord is

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM

Amendment No.

91 not entitled to the remedies provided in s. 83.595.

92 (e) If a rental agreement is terminated by a tenant under  
93 this subsection, the landlord must comply with s. 83.49(3). A  
94 tenant who terminates a rental agreement under this subsection  
95 does not forfeit any deposit money or advance rent paid to the  
96 landlord.

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

100 (g) If the perpetrator of actual or threatened domestic  
101 violence, dating violence, sexual violence, or stalking is also  
102 a tenant under the same rental agreement as the tenant who is a  
103 victim, or whose minor child is a victim, of such actual or  
104 threatened violence or stalking, neither the perpetrator's  
105 liability for rent nor his or her other obligations under the  
106 rental agreement are terminated under this subsection, and the  
107 landlord is entitled to the rights and remedies provided by this  
108 part against the perpetrator.

109 (4)(a) A tenant or a tenant's minor child who is a victim  
110 of actual or threatened domestic violence, dating violence,  
111 sexual violence, or stalking and who wishes to remain in the  
112 dwelling unit may make a written request to the landlord  
113 accompanied by any one of the documents listed in paragraph  
114 (3)(b), and the landlord shall, within 24 hours after receipt of  
115 the request, change the locks of the tenant's dwelling unit and

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM

Amendment No.

116 provide the tenant with a key to the new locks.

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

122 1. The locks are changed in like manner as if the landlord  
123 had changed the locks, with locks of similar or better quality  
124 than the original locks.

125 2. The landlord is notified within 24 hours after the  
126 changing of the locks.

127 3. The landlord is provided a key to the new locks within  
128 a reasonable time.

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

132 (5) A landlord may not refuse to enter into a rental  
133 agreement for a dwelling unit, refuse to negotiate for the  
134 rental of a dwelling unit, make a dwelling unit unavailable, or  
135 retaliate in the rental of a dwelling unit because:

136 (a) The tenant, prospective tenant, or minor child of the  
137 tenant or prospective tenant is a victim of actual or threatened  
138 domestic violence, dating violence, sexual violence, or  
139 stalking; or

140 (b) The tenant or prospective tenant has previously

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM

Amendment No.

141 terminated a rental agreement because of an incident involving  
142 actual or threatened domestic violence, dating violence, sexual  
143 violence, or stalking in which the tenant, prospective tenant,  
144 or minor child of the tenant or prospective tenant was a victim.

145  
146 However, the landlord may refuse to enter into a rental  
147 agreement, negotiate for the rental of a dwelling unit, or make  
148 a dwelling unit available if the tenant or prospective tenant  
149 fails to comply with the landlord's request for documentation of  
150 an incident of actual or threatened domestic violence, dating  
151 violence, sexual violence, or stalking that occurred before  
152 termination of a prior rental agreement. A landlord's request  
153 for documentation is satisfied upon the tenant's or prospective  
154 tenant's provision of any one of the documents listed in  
155 paragraph (3) (b).

156 (6) All information provided to a landlord under  
157 subsections (3), (4), and (5), including the fact that a tenant,  
158 prospective tenant, or a tenant's or prospective tenant's minor  
159 child is a victim of actual or threatened domestic violence,  
160 dating violence, sexual violence, or stalking, and including the  
161 tenant's forwarding address, is confidential. The landlord may  
162 not enter such information into any shared database or provide  
163 the information to any other person or entity, except to the  
164 extent such disclosure is:

165 (a) Made to a person specified in paragraph (3) (c) solely

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM

Amendment No.

166 for a legitimate business purpose;  
167 (b) Requested, or consented to, in writing by the tenant  
168 or the tenant's legal guardian;  
169 (c) Required for use in a judicial proceeding; or  
170 (d) Otherwise required by law.  
171 (7) A tenant or prospective tenant, on his or her own  
172 behalf or on behalf of his or her minor child, may file a civil  
173 action against a landlord for a violation of this section. A  
174 landlord who violates subsection (5) or subsection (6) is  
175 civilly liable to the victim for \$1,000 for punitive damages,  
176 actual and consequential damages, and court costs, including  
177 reasonable attorney fees, unless the landlord can show that this  
178 was the landlord's first violation and the violation was not  
179 committed in bad faith. Subsequent or repeated violations that  
180 are not contemporaneous with the initial violation are subject  
181 to separate awards of damages.  
182 (8) The provisions of this section may not be waived or  
183 modified by a rental agreement.

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

187 Between lines 2 and 3, insert:  
188 amending s. 83.47, F.S.; providing that certain  
189 provisions in a rental agreement are void and  
190 unenforceable; creating s. 83.676, F.S.; providing



Amendment No.

191 definitions; prohibiting a landlord from evicting a  
192 tenant or terminating a rental agreement because the  
193 tenant or the tenant's minor child is a victim of  
194 actual or threatened domestic violence, dating  
195 violence, sexual violence, or stalking; specifying  
196 that a rental agreement may not contain certain  
197 provisions; authorizing a victim of such actual or  
198 threatened violence or stalking to terminate a rental  
199 agreement under certain circumstances; requiring  
200 certain documentation and written notice to landlord;  
201 providing for liability for rent for both the tenant  
202 and the perpetrator, if applicable; specifying that a  
203 tenant does not forfeit certain money paid to the  
204 landlord for terminating the rental agreement under  
205 certain circumstances; requiring a landlord to change  
206 the locks of the dwelling unit within a specified  
207 period under certain circumstances; authorizing the  
208 tenant to change the locks of the dwelling unit under  
209 certain circumstances; prohibiting certain actions by  
210 a landlord under certain circumstances; authorizing  
211 filing of a civil action and an award of damages,  
212 fees, and costs under certain circumstances;  
213 prohibiting the waiver of certain provisions;

PCS for HB 627 a9

Published On: 3/8/2023 10:37:11 AM