

ITEM #47

ADDITIONAL MATERIAL

Public Hearing

JUNE 14, 2022

**SUBMITTED AT THE REQUEST OF
OFFICE OF THE COUNTY ATTORNEY**

MEMORANDUM

TO: Board of County Commissioners

FROM: Andrew J. Meyers, County Attorney /s/ Andrew J. Meyers

DATE: June 8, 2022

RE: **Proposed “Tenant’s Bill of Rights and Late Fees Ordinance”: Item 47 on the June 14, 2022, County Commission Agenda**

On May 24, 2022, the Board set a public hearing for June 14, 2022 (Item 47), on a proposed Ordinance to enact a Tenant’s Bill of Rights. The Ordinance would require residential landlords to provide: (i) a “Notice of Rights” to tenants before entering into or renewing a lease; and (ii) a specified notice to a tenant for any late fees imposed under a rental agreement. The Ordinance also includes technical amendments to Sections 20-104 and 20-106 of the Code of Ordinances, which were recently enacted and require advance notice to tenants of certain rent increases. The agenda item as printed included proposed amendments by the sponsor, Senator Rich (Exhibit 2), Senator Geller (Exhibit 3), and County Administration (Exhibit 4).

Based upon our Office’s subsequent discussions with representatives of the residential real estate industry and further legal review, Senator Rich has further amended the proposed Ordinance. To facilitate the Board’s consideration on June 14, the proposed amendments by Senator Geller and County Administration have been conformed to the current version proposed by Senator Rich. Attached to this memorandum please find the following:

Attachment 1: The operative version of the proposed Ordinance, inclusive of all changes approved by Senator Rich;

Attachment 2: A version of Attachment 1 marked to show the interim revisions since the June 14 agenda printed;

Attachment 3: The applicable page of Senator Geller’s proposed amendment, conformed to the operative version of the Ordinance; and

Attachment 4: The applicable page of County Administration’s revised proposed amendment, conformed to the operative version of the Ordinance.

The operative version of the Ordinance (Attachment 1) includes the following substantive changes as approved by the sponsor:

- The requirement of advance notice of rent increases will be applicable to new leases commencing as of May 1, 2022 (no change), and to renewals and extensions of existing leases with terms that commence on or after September 1, 2022.
- Mobile home lot rentals and properties registered as “public lodging establishments” or “vacation rentals” licensed under Chapter 509, Florida Statutes, are expressly exempted from the required rent increase notice.
- Clarification that the required notice regarding late fees need only identify the applicable provision of the lease, versus fully restating that provision in the notice.
- Excluding from the definition of “Landlord” those real estate licensees who are merely involved in the marketing of a residential property for rent and are not involved in either the preparation of the Rental Agreement or communications with the Tenant on behalf of the property owner during the term of the Rental Agreement.

If you have any questions regarding this memorandum or the item in general, please contact Senior Assistant County Attorney Nathaniel Klitsberg (x7622), who is the lead attorney on this matter, Chief Deputy County Attorney Rene Harrod (x7618), or me.

AJM/NAK/vu
Attachments

c: Monica Cepero, County Administrator
Bob Melton, County Auditor
Norman S. Foster, Director, Office of Management and Budget
Lenny Vialpando, Director, Resilient Environmental Department
Nathaniel A. Klitsberg, Senior Assistant County Attorney

PROPOSED

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO RESIDENTIAL TENANCIES; AMENDING CHAPTER 20 OF THE BROWARD COUNTY CODE OF ORDINANCES ("CODE"), AMENDING THE TITLE TO ARTICLE IV AND CREATING DIVISIONS THEREIN; AMENDING SECTIONS 20-104 AND 20-106, RELATING TO NOTIFICATION OF TERMINATION AND RENT INCREASES FOR CERTAIN RESIDENTIAL TENANCIES; CREATING SECTIONS 20-107 THROUGH 20-112 OF THE CODE, ESTABLISHING THE "TENANT'S BILL OF RIGHTS AND NOTICE OF LATE FEES ORDINANCE," PROVIDING FOR COUNTYWIDE APPLICABILITY, REQUIRING RESIDENTIAL LESSORS AND/OR THEIR AGENTS TO PROVIDE TENANTS WITH A "TENANT'S BILL OF RIGHTS" DOCUMENT, REQUIRING WRITTEN NOTICES RELATING TO RENTAL LATE FEES, AND PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

(Sponsored by Senator Nan H. Rich)

WHEREAS, Part II of Chapter 83, Florida Statutes, known as the "Florida Residential Landlord and Tenant Act," applies to tenancies of residential dwelling units and sets forth the rights and duties of landlords and tenants;

WHEREAS, Broward County is experiencing a significant demand for and resulting shortfall of affordable rental housing units;

WHEREAS, the availability of safe and affordable housing is an essential component of individual and community well-being;

WHEREAS, protecting residential tenants from discrimination and unfair and illegal rental practices is fundamental to the health, safety, and welfare of the community;

1 WHEREAS, the Board wishes to adopt a Tenant's Bill of Rights to increase tenant
2 awareness of their rights and to provide guidance to tenants regarding available
3 community resources;

4 WHEREAS, the Board recognizes that while reasonable late fees may be an
5 important aspect of the landlord/tenant relationship, it is essential that tenants understand
6 and know when they may incur these fees; and

7 WHEREAS, this Ordinance shall apply prospectively to new residential tenancies
8 and renewals and shall not be read to supersede the terms of any existing residential
9 tenancies or renewals where the terms are binding on landlords and tenants,

10 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
11 BROWARD COUNTY, FLORIDA:

12 Section 1. Chapter 20 of the Broward County Code of Ordinances is hereby
13 amended to rename Article IV and to create Division 1 as follows:

14 **ARTICLE IV. ~~RENTAL NOTICES~~ LANDLORD - TENANT RELATIONS**

15 **DIVISION 1. RENTAL NOTICES**

16 Section 2. Section 20-104 of the Broward County Code of Ordinances is hereby
17 amended to read as follows:

18 **Sec. 20-104. Applicability.**

19 The provisions of this ~~article~~ division shall apply countywide, unless in conflict with
20 an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County
21 Charter. Unless otherwise provided, nothing in this ~~article~~ division shall be construed to
22 relieve a person from compliance with applicable county and municipal regulations. The
23 provisions of this ~~article~~ division apply to tenancies for residential properties subject to
24 Part II of Chapter 83, Florida Statutes; and shall apply prospectively ~~from~~ to new tenancies

1 ~~commencing on or after May 1, 2022, and shall not apply to or supersede the terms of~~
2 ~~any residential tenancies or renewals, where the terms are binding on landlords and~~
3 ~~tenants, that existed prior to May 1, 2022 and prospectively to existing residential~~
4 ~~tenancies with renewal dates on or after September 1, 2022. The provisions of this~~
5 ~~division do not apply to the rental of mobile home lots governed under Chapter 723,~~
6 ~~Florida Statutes, or to “public lodging establishments” or “vacation rentals” licensed under~~
7 ~~Chapter 509, Florida Statutes.~~

8 Section 3. Section 20-106 of the Broward County Code of Ordinances is hereby
9 amended to read as follows:

10 **Sec. 20-106. Enforcement.**

11 This ~~article~~ division may be enforced by code enforcement officers, including
12 municipal code enforcement officers, and any law enforcement agency having jurisdiction
13 of the area within which the residential tenancy at issue is located, pursuant to
14 Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code
15 enforcement provision.

16 Section 4. Chapter 20 of the Broward County Code of Ordinances is hereby
17 amended to create Division 2, Sections 20-107 through 20-112, to read as follows:

18 [Underlining omitted]

19 **DIVISION 2. TENANT’S BILL OF RIGHTS AND NOTICE OF LATE FEES**

20 **Sec. 20-107. Title.**

21 This ordinance, as fully set forth in Sections 20-107 through 20-112 of the Broward
22 County Code of Ordinances, shall be known and may be cited as the “Tenant’s Bill of
23 Rights and Notice of Late Fees Ordinance.”
24

1 **Sec. 20-108. Applicability.**

2 (a) The provisions of this division shall apply countywide, unless in conflict with
3 an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County
4 Charter. Unless otherwise provided, nothing in this division shall be construed to relieve
5 a person from compliance with applicable county or municipal regulations. The provisions
6 of this division shall apply prospectively from September 1, 2022, and shall apply to any
7 new Rental Agreement entered into after that date and to any renewal or extension of an
8 existing Rental Agreement with a term that commences after that date.

9 (b) The Tenant's Bill of Rights and Notice of Late Fees Ordinance only applies
10 to residential tenancies subject to Chapter 83, Florida Statutes, and does not apply to
11 rentals within mobile home parks governed under Chapter 723, Florida Statutes;
12 short-term rentals of residential units with non-recurring rental terms of thirty (30) days or
13 fewer; or rentals of properties regulated under Chapter 509, Florida Statutes.

14 **Sec. 20-109. Definitions.**

15 *Landlord* means any individual, firm, corporation, or other organization or group of
16 persons however organized that is shown as the lessor, landlord, or property owner under
17 a Rental Agreement, or any individual or entity otherwise acting on behalf of a lessor,
18 landlord, or property owner in the rental of a Rental Unit to a Tenant, including, but not
19 limited to, owner, lessor, sublessor, assignor, manager, real estate licensee (either a
20 broker, sales associate, or broker-sales associate), condominium association,
21 homeowners' association, cooperative association, or any representative of any of the
22 foregoing. A real estate licensee is not a Landlord within the meaning of this division if
23 they are only involved with the marketing of a Rental Unit and are not involved with either
24 the preparation of the Rental Agreement or communicating with a Tenant on behalf of a

1 property owner during the term of a Rental Agreement.

2 *Late Fee* means a charge of any kind, levied against a Tenant, associated with a
3 failure of the Tenant to timely pay rent pursuant to the terms of a Rental Agreement.

4 *Rental Agreement* means an agreement, whether written or oral, by which a Tenant
5 is entitled to possess a Rental Unit, or which is a "Rental Agreement" as defined in
6 Section 83.43, Florida Statutes, as it may be amended.

7 *Rental Unit* means a residential housing unit in Broward County that (a) is or may
8 be occupied by a Tenant by virtue of a Rental Agreement, or (b) is a "Dwelling Unit" as
9 defined in Section 83.43, Florida Statutes, as it may be amended.

10 *Tenant* means a natural person or persons who will occupy, or who makes
11 application to occupy, a Rental Unit by virtue of a Rental Agreement, or who is a "Tenant"
12 of a dwelling unit in Broward County, as defined in Section 83.43, Florida Statutes, as it
13 may be amended.

14 **Sec. 20-110. Tenant's Bill of Rights; Landlord Notice Requirements.**

15 (a) The Resilient Environment Department shall create and maintain a Tenant's
16 Bill of Rights, which shall mean a paper or electronic document, available in English,
17 Spanish, and Creole, in at least 12-point font, and formatted to be printed on paper of 8½
18 by 11 inches or larger, containing a notice of rights under applicable federal, state, and
19 local law, and services available to residential tenants in Broward County. The content of
20 the Tenant's Bill of Rights shall be as determined by the Broward County Board of County
21 Commissioners ("Board") by resolution.

22 (b) It is unlawful for a Landlord of a Rental Unit to accept a final rental
23 application or a rental application fee from a prospective Tenant for any of Landlord's
24 Rental Units, or in instances where no application is required, to enter into a Rental

1 Agreement for a Rental Unit under the Landlord's control or authority, without first
2 providing the prospective Tenant with a copy of the Tenant's Bill of Rights. A Landlord may
3 comply with this requirement through an agent of the Landlord (e.g., a property manager,
4 rental manager, or real estate licensee).

5 (c) For existing Tenants already occupying a Rental Unit on or before the date
6 set forth in Section 20-108(a), the Landlord must provide the Tenant with the Tenant's Bill
7 of Rights prior to the commencement of a new rental term. For Tenants with rental terms
8 of thirty (30) days or less that are recurring in nature (e.g., ongoing month-to-month
9 tenancies), the Landlord must provide the Tenant's Bill of Rights prior to October 1, 2022,
10 and thereafter no less than once per year.

11 (d) There shall be a rebuttable presumption that a Landlord has complied with
12 this section if the Landlord can provide a written, dated, and signed affirmation from the
13 Tenant stating that the Tenant has timely received the Tenant's Bill of Rights. The signed
14 affirmation shall be retained by the Landlord for at least one (1) year after the Tenant
15 vacates the Rental Unit.

16 **Sec. 20-111. Late Fee Notices; Landlord Requirements.**

17 (a) At or before such time as a Landlord assesses a Late Fee against a Tenant,
18 the Landlord must provide written notice to the Tenant containing the information stated
19 in Section (c) below. A Landlord may comply with this requirement through an agent of
20 the Landlord (e.g., a property manager, rental manager, or real estate licensee).

21 (b) This written notice shall be separate from any notice requirements provided
22 for in a Rental Agreement and shall be required each time a new Late Fee is assessed.
23 Only one notice shall be required if the same Late Fee continues to accrue after delivery
24 of the notice.

1 (c) The written notice required under this section shall include a statement
2 informing the Tenant that:

3 (1) A Late Fee has been incurred, identifying the specific provision of the Rental
4 Agreement that provides for the Late Fee;

5 (2) The amount of the Late Fee due at the time of the notice and, if Late Fees
6 will increase or continue to accrue, a statement explaining the rate at which
7 such fees will increase or continue to accrue; and

8 (3) The factual basis for the Late Fee.

9 (d) The written notice provided for in this section may be delivered to the
10 Tenant:

11 (1) By e-mail to the e-mail address provided by the Tenant in the Rental
12 Agreement or any subsequent written agreement regarding the delivery of
13 notices;

14 (2) By certified mail to the address for notices provided by Tenant in the Rental
15 Agreement;

16 (3) By posting of the notice to the front door of the Rental Unit; or

17 (4) By hand delivery to the Tenant.

18 (e) There shall be a rebuttable presumption that the Landlord has complied with
19 the notice requirements in this section if the Landlord can provide one of the following:

20 (1) A copy of the e-mail sent pursuant to Section (d)(1) above on or before the
21 date the Late Fee was assessed;

22 (2) A copy of a written and dated letter sent, posted, or hand delivered as
23 provided in Sections (d)(2) through (4) above, with: (i) evidence from the
24 United States Postal Service or other delivery service showing both the

mailing date and delivery address of the notice; (ii) a time-stamped photograph of the notice clearly posted on the front door of the Rental Unit; or (iii) a signed and dated statement by the delivery person certifying hand delivery of the notice to the Tenant evidencing the date of delivery.

Sec. 20-112. Enforcement.

(a) The Tenant's Bill of Rights and Notice of Late Fees Ordinance may be enforced by code enforcement officers, including municipal code enforcement officers, and any law enforcement agency having jurisdiction of the area within which the Rental Unit is located, pursuant to Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.

(b) Nothing in Sections 20-107 through 20-112 is intended to create any private causes of action, and these provisions may only be enforced as set forth herein.

Section 5. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 6. Inclusion in the Broward County Code of Ordinances.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance become part of the Broward County Code of Ordinances as of the effective date. The sections of this Ordinance may be renumbered or relettered and the word

“ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase to the extent necessary in order to accomplish such intention.

Section 7. Effective Date.

This Ordinance is effective as of the date provided by law.

ENACTED

PROPOSED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By /s/ Nathaniel A. Klitsberg 06/08/2022
Nathaniel A. Klitsberg (date)
Senior Assistant County Attorney

By /s/ Maite Azcoitia 06/08/2022
Maite Azcoitia (date)
Deputy County Attorney

NAK/vu
Chapter 20 Tenant's Bill of Rights Ordinance
06/08/2022
#608130v12

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

PROPOSED

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO RESIDENTIAL TENANCIES; AMENDING CHAPTER 20 OF THE BROWARD COUNTY CODE OF ORDINANCES ("CODE"), AMENDING THE TITLE TO ARTICLE IV AND CREATING DIVISIONS THEREIN; AMENDING SECTIONS 20-104 AND 20-106, RELATING TO NOTIFICATION OF TERMINATION AND RENT INCREASES FOR CERTAIN RESIDENTIAL TENANCIES; CREATING SECTIONS 20-107 THROUGH 20-112 OF THE CODE, ESTABLISHING THE "TENANT'S BILL OF RIGHTS AND NOTICE OF LATE FEES ORDINANCE," PROVIDING FOR COUNTYWIDE APPLICABILITY, REQUIRING RESIDENTIAL LESSORS AND/OR THEIR AGENTS TO PROVIDE TENANTS WITH A "TENANT'S BILL OF RIGHTS" DOCUMENT, REQUIRING WRITTEN NOTICES RELATING TO RENTAL LATE FEES, AND PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

(Sponsored by Senator Nan H. Rich)

WHEREAS, Part II of Chapter 83, Florida Statutes, known as the "Florida Residential Landlord and Tenant Act," applies to tenancies of residential dwelling units and sets forth the rights and duties of landlords and tenants;

WHEREAS, Broward County is experiencing a significant demand for and resulting shortfall of affordable rental housing units;

WHEREAS, the availability of safe and affordable housing is an essential component of individual and community well-being;

WHEREAS, protecting residential tenants from discrimination and unfair and illegal rental practices is fundamental to the health, safety, and welfare of the community;

1 WHEREAS, the Board wishes to adopt a Tenant's Bill of Rights to increase tenant
2 awareness of their rights and to provide guidance to tenants regarding available
3 community resources;

4 WHEREAS, the Board recognizes that while reasonable late fees may be an
5 important aspect of the landlord/tenant relationship, it is essential that tenants understand
6 and know when they may incur these fees; and

7 WHEREAS, this Ordinance shall apply prospectively to new residential tenancies
8 and renewals and shall not be read to supersede the terms of any existing residential
9 tenancies or renewals where the terms are binding on landlords and tenants,

10 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
11 BROWARD COUNTY, FLORIDA:

12 Section 1. Chapter 20 of the Broward County Code of Ordinances is hereby
13 amended to rename Article IV and to create Division 1 as follows:

14 **ARTICLE IV. RENTAL NOTICES LANDLORD - TENANT RELATIONS**

15 **DIVISION 1. RENTAL NOTICES**

16 Section 2. Section 20-104 of the Broward County Code of Ordinances is hereby
17 amended to read as follows:

18 **Sec. 20-104. Applicability.**

19 The provisions of this ~~article~~ division shall apply countywide, unless in conflict with
20 an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County
21 Charter. Unless otherwise provided, nothing in this ~~article~~ division shall be construed to
22 relieve a person from compliance with applicable county and municipal regulations. The
23 provisions of this ~~article~~ division apply to tenancies for residential properties subject to
24 Part II of Chapter 83, Florida Statutes; and shall apply prospectively ~~from~~ to new tenancies

1 ~~commencing on or after May 1, 2022, and shall not apply to or supersede the terms of~~
2 ~~any residential tenancies or renewals, where the terms are binding on landlords and~~
3 ~~tenants, that existed prior to May 1, 2022 and prospectively to existing residential~~
4 ~~tenancies with renewal dates on or after September 1, 2022. The provisions of this~~
5 ~~division do not apply to the rental of mobile home lots governed under Chapter 723,~~
6 ~~Florida Statutes, or to “public lodging establishments” or “vacation rentals” licensed under~~
7 ~~Chapter 509, Florida Statutes.~~

8 Section 3. Section 20-106 of the Broward County Code of Ordinances is hereby
9 amended to read as follows:

10 **Sec. 20-106. Enforcement.**

11 This ~~article~~ division may be enforced by code enforcement officers, including
12 municipal code enforcement officers, and any law enforcement agency having jurisdiction
13 of the area within which the residential tenancy at issue is located, pursuant to
14 Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code
15 enforcement provision.

16 Section 4. Chapter 20 of the Broward County Code of Ordinances is hereby
17 amended to create Division 2, Sections 20-107 through 20-112, to read as follows:

18 [Underlining omitted]

19 **DIVISION 2. TENANT’S BILL OF RIGHTS AND NOTICE OF LATE FEES**

20 **Sec. 20-107. Title.**

21 This ordinance, as fully set forth in Sections 20-107 through 20-112 of the Broward
22 County Code of Ordinances, shall be known and may be cited as the “Tenant’s Bill of
23 Rights and Notice of Late Fees Ordinance.”
24

1 **Sec. 20-108. Applicability.**

2 (a) The provisions of this division shall apply countywide, unless in conflict with
3 an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County
4 Charter. Unless otherwise provided, nothing in this division shall be construed to relieve
5 a person from compliance with applicable county or municipal regulations. The provisions
6 of this division shall apply prospectively from ~~October~~ September 1, 2022, and shall not
7 apply to ~~or supersede the terms of any new Rental Agreement or renewals that existed~~
8 ~~prior to such date~~ entered into after that date and to any renewal or extension of an
9 existing Rental Agreement with a term that commences after that date.

10 (b) The Tenant's Bill of Rights and Notice of Late Fees Ordinance only applies
11 to residential tenancies subject to Chapter 83, Florida Statutes, and does not apply to
12 rentals within mobile home parks governed under Chapter 723, Florida Statutes;
13 short-term rentals of residential units with non-recurring rental terms of thirty (30) days or
14 fewer; or rentals of properties regulated under Chapter 509, Florida Statutes.

15 **Sec. 20-109. Definitions.**

16 *Landlord* means any individual, firm, corporation, or other organization or group of
17 persons however organized that is shown as the lessor, landlord, or property owner under
18 a Rental Agreement, or any individual or entity otherwise acting on behalf of a lessor,
19 landlord, or property owner in the rental of a Rental Unit to a Tenant, including, but not
20 limited to, owner, lessor, sublessor, assignor, manager, real estate licensee (either a
21 broker, sales associate, or broker-sales associate), condominium association,
22 homeowners' association, cooperative association, or any representative of any of the
23 foregoing. A real estate licensee is not a Landlord within the meaning of this division if
24 they are only involved with the marketing of a Rental Unit and are not involved with either

1 the preparation of the Rental Agreement or communicating with a Tenant on behalf of a
2 property owner during the term of a Rental Agreement.

3 *Late Fee* means a charge of any kind, levied against a Tenant, associated with a
4 failure of the Tenant to timely pay rent pursuant to the terms of a Rental Agreement.

5 *Rental Agreement* means an agreement, whether written or oral, by which a Tenant
6 is entitled to possess a Rental Unit, or which is a “Rental Agreement” as defined in
7 Section 83.43, Florida Statutes, as it may be amended.

8 *Rental Unit* means a residential housing unit in Broward County that (a) is or may
9 be occupied by a Tenant by virtue of a Rental Agreement, or ~~that~~ (b) is a “Dwelling Unit”
10 as defined in Section 83.43, Florida Statutes, as it may be amended.

11 *Tenant* means a natural person or persons who will occupy, or who makes
12 application to occupy, a Rental Unit by virtue of a Rental Agreement, or who is a “Tenant”
13 of a dwelling unit in Broward County as defined in Section 83.43, Florida Statutes, as it
14 may be amended.

15 **Sec. 20-110. Tenant’s Bill of Rights; Landlord Notice Requirements.**

16 (a) The Resilient Environment Department shall create and maintain a Tenant’s
17 Bill of Rights, which shall mean a paper or electronic document, available in English,
18 Spanish, and Creole, in at least 12-point font, and ~~able~~ formatted to be printed on paper
19 of 8-½ by 11 inches or larger, containing a notice of rights under applicable federal, state,
20 and local law, and services available to residential tenants in Broward County. The content
21 of the Tenant’s Bill of Rights shall be as determined by the Broward County Board of
22 County Commissioners (“Board”) by resolution.

23 (b) It is unlawful for a Landlord of a Rental Unit to accept a final rental
24 application or a rental application fee from a prospective Tenant for any of Landlord’s

Rental Units, or in instances where no application is required, to enter into a Rental Agreement for a Residential Rental Unit under the Landlord's control or authority, without first providing the prospective Tenant with a copy of the Tenant's Bill of Rights. A Landlord may comply with this requirement through an agent of the Landlord (e.g., a property manager, rental manager, or real estate licensee).

(c) For existing Tenants already occupying a Rental Unit on or before the date set forth in Section 20-108(a), the Landlord must provide the Tenant with the Tenant's Bill of Rights prior to the commencement of a new rental term. For Tenants with rental terms of thirty (30) days or less that are recurring in nature (e.g., ongoing month-to-month tenancies), the Landlord must provide the Tenant's Bill of Rights prior to October 1, 2022, and thereafter no less than once per year.

(d) There shall be a rebuttable presumption that a Landlord has complied with this section if the Landlord can provide a written, dated, and signed affirmation from the Tenant stating that the Tenant has timely received the Tenant's Bill of Rights. The signed affirmation shall be retained by the Landlord for at least one (1) year after the Tenant vacates the Rental Unit.

Sec. 20-111. Late Fee Notices; Landlord Requirements.

(a) At or before such time as a Landlord assesses a Late Fee against a Tenant, the Landlord must provide written notice to the Tenant with containing the information ~~provided for stated~~ in Section (c) below. A Landlord may comply with this requirement through an agent of the Landlord (e.g., a property manager, rental manager, or real estate licensee).

(b) This written notice shall be separate from any notice requirements provided for in a Rental Agreement and shall be required each time a new Late Fee is assessed.

1 Only one notice shall be required if the same Late Fee continues to accrue after delivery
2 of the notice.

3 (c) The written notice required under this section shall include a statement
4 informing the Tenant that:

5 (1) A Late Fee has been incurred, identifying the specific provision of the Rental
6 Agreement that provides for the Late Fee;

7 (2) The amount of the Late Fee due at the time of the notice and, if Late Fees
8 will increase or continue to accrue, a statement explaining the rate at which
9 such fees will increase or continue to accrue; and

10 (3) The factual basis for the Late Fee ~~(whether provided for in the Rental~~
11 ~~Agreement or otherwise); and.~~

12 ~~(4) A reference to any language in the Rental Agreement that establishes the~~
13 ~~amount of Late Fee(s) to be assessed.~~

14 (d) The written notice provided for in this section may be delivered to the
15 Tenant:

16 (1) By e-mail to the e-mail address provided by the Tenant in the Rental
17 Agreement or any subsequent written agreement regarding the delivery of
18 notices;

19 (2) By certified mail to the address for notices provided by Tenant in the Rental
20 Agreement;

21 (3) By posting of the notice to the front door of the Rental Unit; or

22 (4) By hand delivery to the Tenant.

23 (e) There shall be a rebuttable presumption that the Landlord has complied with
24 the notice requirements in this section if the Landlord can provide one of the following:

(1) A copy of the e-mail sent pursuant to Section (d)(1) above on or before the date the Late Fee was assessed;

(2) A copy of a written and dated letter sent, posted, or hand delivered as provided in Sections (d)(2) through (4) above, with: (i) evidence from the United States Postal Service or other delivery service showing both the mailing date and delivery address of the notice; (ii) a time-stamped photograph of the notice clearly posted on the front door of the Rental Unit; or (iii) a signed and dated statement by the delivery person certifying hand delivery of the notice to the Tenant evidencing the date of delivery.

Sec. 20-112. Enforcement.

(a) The Tenant's Bill of Rights and Notice of Late Fees Ordinance may be enforced by code enforcement officers, including municipal code enforcement officers, and any law enforcement agency having jurisdiction of the area within which the Rental Unit is located, pursuant to Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.

(b) Nothing in Sections 20-107 through 20-112 is intended to create any private causes of action, and these provisions may only be enforced as set forth herein.

Section 5. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 6. Inclusion in the Broward County Code of Ordinances.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance become part of the Broward County Code of Ordinances as of the effective date. The sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to the extent necessary in order to accomplish such intention.

Section 7. Effective Date.

This Ordinance is effective as of the date provided by law.

ENACTED

PROPOSED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By /s/ Nathaniel A. Klitsberg 06/08/2022
Nathaniel A. Klitsberg (date)
Senior Assistant County Attorney

By /s/ Maite Azcoitia 06/08/2022
Maite Azcoitia (date)
Deputy County Attorney

NAK/vu
Chapter 20 Tenant's Bill of Rights Ordinance
06/08/2022
#608130v11

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscoring type are additions.

Sec. 20-108. Applicability.

(a) The provisions of this division shall apply countywide, unless in conflict with an applicable municipal ordinance, pursuant to Section 11.01 of the Broward County Charter. Unless otherwise provided, nothing in this division shall be construed to relieve a person from compliance with applicable county or municipal regulations. The provisions of this division shall apply prospectively from September 1, 2022, and shall apply to any new Rental Agreement entered into after that date and to any renewal or extension of an existing Rental Agreement with a term that commences after that date.

(b) The Tenant's Bill of Rights and Notice of Late Fees Ordinance only applies to residential tenancies subject to Chapter 83, Florida Statutes, and does not apply to rentals within mobile home parks governed under Chapter 723, Florida Statutes; short-term rentals of residential units with non-recurring rental terms of thirty (30) days or fewer; or rentals of properties regulated under Chapter 509, Florida Statutes.

Sec. 20-109. Definitions.

Landlord means any individual, firm, corporation, or other organization or group of persons however organized that ~~is shown as the lessor, landlord, or property owner under a Rental Agreement, or any individual or entity otherwise acting on behalf of a lessor, landlord, or property owner in the rental of a Rental Unit to a Tenant rents or offers to rent to other persons five (5) or more Rental Units, in the aggregate,~~ including, but not limited to, (a) any owner, lessor, sublessor, assignor, manager, or real estate licensee (either a broker, sales associate, or broker-sales associate), (b) any condominium association, homeowners' association, or cooperative association, or (c) any representative acting on behalf of any of the foregoing in connection with such rentals or offers to rent. A real estate licensee is not a Landlord within the meaning of this division if they are only involved with

mailing date and delivery address of the notice; (ii) a time-stamped photograph of the notice clearly posted on the front door of the Rental Unit; or (iii) a signed and dated statement by the delivery person certifying hand delivery of the notice to the Tenant evidencing the date of delivery.

Sec. 20-112. Enforcement.

(a) ~~The Tenant's Bill of Rights and Notice of Late Fees Ordinance may be enforced by code enforcement officers, including municipal code enforcement officers, and any law enforcement agency having jurisdiction of the area within which the Rental Unit is located, pursuant to Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.~~

(b) ~~Nothing in Sections 20-107 through 20-112 is intended to create any private causes of action, and these provisions may only be enforced as set forth herein.~~

A Tenant may file a civil action in a court of competent jurisdiction no later than two (2) years after the alleged violation of this Tenant's Bill of Rights and Notice of Late Fees Ordinance. In a private enforcement proceeding under this section, the court may issue an order prohibiting the unlawful practice and/or providing affirmative relief, including equitable or injunctive relief, actual and punitive damages, reasonable attorneys' fees, interest, costs, or other relief, upon a finding that a violation has occurred.

Section 5. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such