

ITEM #17

(Proposed Amendments by Senator Nan Rich)

**ADDITIONAL MATERIAL
REGULAR MEETING**

MAY 24, 2022

**SUBMITTED AT THE REQUEST OF
COMMISSIONER NAN RICH**

1 of this division shall apply prospectively from October 1, 2022, and shall not apply to or
2 supersede the terms of any Rental Agreement or renewals that existed prior to such date.

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

8 **Sec. 20-109. Definitions.**

9 *Landlord* means any individual, firm, corporation, or other organization or group of
10 persons however organized that is shown as the lessor, landlord, or property owner under
11 a Rental Agreement, or is any individual or entity otherwise acting on behalf of a Landlord
12 involved lessor, landlord, or property owner in the rental of a Rental Unit to a Tenant,
13 including, but not limited to, owner, lessor, sublessor, assignor, manager, real estate
14 licensee (either a broker, sales associate, or broker-sales associate), condominium
15 association, homeowners' association, cooperative association, or any representative of
16 any of the foregoing.

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

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

22 *Rental Unit* means a residential housing unit that is or may be occupied by a Tenant
23 by virtue of a Rental Agreement, or that is a "Dwelling Unit" as defined in Section 83.43,
24 Florida Statutes, as it may be amended.

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

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

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

7 (a) ~~It shall be unlawful for any Landlord to assess a Late Fee without first~~
8 ~~providing, for each Late Fee assessed, written notice to the Tenant against whom the~~
9 ~~Late Fee is assessed. At or before such time as a Landlord assesses a Late Fee against~~
10 ~~a Tenant, the Landlord must provide written notice to the Tenant with the information~~
11 ~~provided for in Section (c) below.~~ A Landlord may comply with this requirement through
12 an agent of the Landlord (e.g., a property manager, rental manager, or real estate
13 licensee).

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

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

- 20 (1) A Late Fee has been incurred;
- 21 (2) The amount of the Late Fee due at the time of the notice and, if Late Fees
22 will increase or continue to accrue, a statement explaining the rate at which
23 such fees will increase or continue to accrue;
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