

ITEM #17⁽²⁾

(Proposed Amendments by Senator Steve Geller)

**ADDITIONAL MATERIAL
REGULAR MEETING**

MAY 24, 2022

**SUBMITTED AT THE REQUEST OF
COMMISSIONER STEVE GELLER**

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 Agreements of five (5) or more Rental Units, or is any individual or entity
12 otherwise acting on behalf of a ~~Landlord involved~~ lessor, landlord, or property owner in
13 the rental of a five (5) or more Rental Units to a Tenants, including, but not limited to,
14 owner, lessor, sublessor, assignor, manager, real estate licensee (either a broker, sales
15 associate, or broker-sales associate), condominium association, homeowners'
16 association, cooperative association, or any representative of 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.

1 *Tenant* means a natural person or persons who will occupy, or who makes
2 application to occupy, a Rental Unit by virtue of a Rental Agreement, or who is a “Tenant”
3 as defined in Section 83.43, Florida Statutes, as it may be amended.

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

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

12 (b) It is unlawful for a Landlord of a Rental Unit to accept a final rental
13 application or a rental application fee from a prospective Tenant for any of Landlord’s
14 Rental Units, or in instances where no application is required, to enter into a Rental
15 Agreement for a Residential Unit under the Landlord’s control or authority, without first
16 providing the prospective Tenant with a copy of the Tenant’s Bill of Rights. A Landlord may
17 comply with this requirement through an agent of the Landlord (e.g., a property manager,
18 rental manager, or real estate licensee).

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

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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