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1 A bill to be entitled
2 An act relating to the termination of rental
3 agreements; amending s. 83.49, F.S.; requiring the
4 landlord or mortgagor or its agent to tender to the
5 registry of the court or to the foreclosing entity all
6 funds held for advance rent or security deposits at
7 the time of foreclosure; directing that such funds
8 continue to be held for the use and benefit of the
9 tenants of the foreclosed property; providing that a
10 landlord or mortgagor or its agent commits a theft if
11 the landlord or mortgagor or its agent do not comply
12 with certain specified provisions of law; creating s.
13 83.683, F.S.; providing that a purchaser of
14 residential property in foreclosure may terminate a
15 tenant's residential rental agreement under certain
16 circumstances; providing an exception for an immediate
17 purchaser intending to sell the property to a buyer
18 who intends to occupy the foreclosure premises as his
19 or her primary residence; setting forth the content to
20 be included in the termination notice to be given to
21 the tenant; providing certain exceptions to
22 application of the act; requiring the immediate
23 purchaser named in the certificate of title to credit
24 the tenant's account for any deposit money paid by the
25 tenant and for any advance rent for the unexpired
26 rental period; providing for future expiration;
27 providing an effective date.

28
29 Be It Enacted by the Legislature of the State of Florida:

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31 Section 1. Subsections (10) and (11) are added to section
32 83.49, Florida Statutes, to read:

33 83.49 Deposit money or advance rent; duty of landlord and
34 tenant.—

35 (10) Upon the filing of foreclosure, the landlord or
36 mortgagor or its agent shall tender to the registry of the court
37 or, at the foreclosing entity's election, to the foreclosing
38 entity, all funds held for advance rent or security deposits for
39 tenants of the mortgaged property, which shall continue to be
40 held for the use and benefit of the tenants.

41 (11) Failure by the landlord or mortgagor or its agent to
42 comply with the provisions of subsection (1) or subsection (10)
43 constitutes a theft as defined in s. 812.014.

44 Section 2. Section 83.683, Florida Statutes, is created to
45 read:

46 83.683 Termination of rental agreement upon foreclosure.—

47 (1) (a) Upon issuance of a certificate of title pursuant to
48 s. 45.031, if a tenant is occupying the residential premises and
49 is not excluded by subsection(2), the immediate purchaser named
50 in the certificate of title takes title to the residential
51 premises as a landlord, and may terminate the residential rental
52 agreement by delivering a written 90-day notice to the tenant.

53 (b)1. If there is an existing written rental agreement
54 entered into before the certificate of title was issued, the
55 tenant may remain in possession of the premises until the end of
56 the lease term or at least 90 days following the date the tenant
57 receives a copy of the written notice of termination, whichever
58 is greater.

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59 2. However, if the immediate purchaser named in the
60 certificate of title sells the premises to a purchaser who will
61 occupy the premises as a primary residence, the immediate
62 purchaser may terminate the written rental agreement and the
63 tenant is entitled to a written 90-day notice of termination.

64 (c) The 90-day notice to terminate the rental agreement
65 must be in substantially the following form:

66
67 You are hereby advised that your rental agreement is
68 terminated effective 90 days following the date that
69 this written termination notice is delivered to you,
70 or at the end of the term of your written rental
71 agreement, whichever is later, and that I demand
72 possession of the premises upon that date. You are
73 still obligated to pay rent during the 90 days or
74 during the term of your written rental agreement, in
75 the amount you have been paying. Rent shall be
76 delivered to [name], [address].

77
78 (d) Delivery of the written notice must be in the manner as
79 provided in s. 83.56(4).

80 (2) Subsection (1) does not apply if:

81 (a) The mortgagor being foreclosed, or the child, spouse,
82 or parent of the mortgagor being foreclosed, is occupying the
83 dwelling unit being foreclosed, unless it is a multiunit
84 property and other tenants occupy dwelling units;

85 (b) The rental agreement is not an arms-length transaction;

86 or

87 (c) The rental agreement allows rent that is substantially

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88 less than the fair market rent for the premises, unless the rent
89 is reduced or subsidized due to a federal, state, or local
90 subsidy.

91 (3) The immediate purchaser named in the certificate of
92 title issued pursuant to s. 45.031 shall credit the tenant's
93 account for any deposit money paid by the tenant to the
94 predecessor in interest and may make claims against the deposit
95 pursuant to s. 83.49. The immediate purchaser shall also credit
96 the tenant's account for any advance rent for the unexpired
97 rental period. The tenant must provide evidence of the amount of
98 the security deposit or advance rent in order to receive the
99 credit. This subsection applies only to the extent that the
100 security deposit or advance rent is in the possession of the
101 immediate purchaser or the foreclosing mortgagee.

102 (4) This section expires December 31, 2012.

103 Section 3. This act shall take effect upon becoming a law.