

ORDINANCE NO. 2022-31

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

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underscored type are additions.

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 “transient public lodging establishments” or “vacation rentals”
7 licensed under Chapter 509, Florida Statutes. This section only regulates the landlord
8 tenant relationship under Chapter 83, Florida Statutes; nothing in this section shall be
9 construed to constitute regulation of public lodging establishments.

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

12 **Sec. 20-106. Enforcement.**

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

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

20 [Underlining omitted]

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

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

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

6 **Sec. 20-108. Applicability.**

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

14 (b) The Tenant’s Bill of Rights and Notice of Late Fees Ordinance only applies
15 to residential tenancies subject to Chapter 83, Florida Statutes, and does not apply to
16 rentals within mobile home parks governed under Chapter 723, Florida Statutes;
17 short-term rentals of residential units with non-recurring rental terms of thirty (30) days or
18 fewer; or rentals of transient public lodging establishments regulated under Chapter 509,
19 Florida Statutes. This Tenant’s Bill of Rights and Notice of Late Fees Ordinance only
20 regulates the landlord tenant relationship under Chapter 83, Florida Statutes; nothing in
21 this ordinance shall be construed to constitute regulation of public lodging establishments.

22 **Sec. 20-109. Definitions.**

23 *Landlord* means any individual, firm, corporation, or other organization or group of
24 persons however organized that is shown as the lessor, landlord, or property owner under

1 a Rental Agreement, or any individual or entity otherwise acting on behalf of a lessor,
2 landlord, or property owner in the rental of a Rental Unit to a Tenant, including, but not
3 limited to, owner, lessor, sublessor, assignor, manager, real estate licensee (either a
4 broker, sales associate, or broker-sales associate), condominium association,
5 homeowners' association, cooperative association, or any representative of any of the
6 foregoing. A real estate licensee is not a Landlord within the meaning of this division if
7 they are only involved with the marketing of a Rental Unit and are not involved with either
8 the preparation of the Rental Agreement or communicating with a Tenant on behalf of a
9 property owner during the term of a Rental Agreement.

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

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

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

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

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

23 (a) The Resilient Environment Department shall create and maintain a Tenant's
24 Bill of Rights, which shall mean a paper or electronic document, available in English,

1 Spanish, and Creole, in at least 12-point font, and formatted to be printed on paper of 8½
2 by 11 inches or larger, containing a notice of rights under applicable federal, state, and
3 local law, and services available to residential tenants in Broward County. The content of
4 the Tenant’s Bill of Rights shall be as determined by the Broward County Board of County
5 Commissioners (“Board”) by resolution.

6 (b) It is unlawful for a Landlord of a Rental Unit to enter into a Rental Agreement
7 for a Rental Unit under the Landlord’s control or authority, without first providing the
8 prospective Tenant with a copy of the Tenant’s Bill of Rights. A Landlord may comply with
9 this requirement through an agent of the Landlord (e.g., a property manager, rental
10 manager, or real estate licensee).

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

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

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

23 (a) At or before such time as a Landlord assesses a Late Fee against a Tenant,
24 the Landlord must provide written notice to the Tenant containing the information stated

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1 in Section (c) below. A Landlord may comply with this requirement through an agent of
2 the Landlord (e.g., a property manager, rental manager, or real estate licensee).

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

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

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

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

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

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

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

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

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

23 (4) By hand delivery to the Tenant.
24

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

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

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

12 **Sec. 20-112. Enforcement.**

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

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

20 Section 5. Severability.

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

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1 determination will not affect the applicability of this Ordinance to any other individual,
2 group, entity, property, or circumstance.

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

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

9 Section 7. Effective Date.

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

11

12 ENACTED June 14, 2022.

13 FILED WITH THE DEPARTMENT OF STATE June 15, 2022

14 EFFECTIVE June 15, 2022

15

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

18 By /s/ Nathaniel A. Klitsberg 06/14/2022
19 Nathaniel A. Klitsberg (date)
20 Senior Assistant County Attorney

21 By /s/ Maite Azcoitia 06/14/2022
22 Maite Azcoitia (date)
23 Deputy County Attorney

24 NAK/vu
Chapter 20 Tenant’s Bill of Rights Ordinance
06/14/2022
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