

By Senator Taddeo

40-00542B-21

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1 A bill to be entitled
2 An act relating to security deposits for dwelling
3 units; amending s. 83.49, F.S.; requiring certain
4 landlords, upon request, to provide prospective
5 tenants with the option of purchasing specified rental
6 security insurance in lieu of the tenant paying the
7 required security deposit; amending ss. 83.56 and
8 83.63, F.S.; conforming cross-references; providing an
9 effective date.

10
11 Be It Enacted by the Legislature of the State of Florida:

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13 Section 1. Present subsections (1) through (9) of section
14 83.49, Florida Statutes, are redesignated as subsections (2)
15 through (10), respectively, a new subsection (1) is added to
16 that section, and paragraph (a) of present subsection (3) and
17 present subsections (4), (5), and (7) of that section are
18 amended, to read:

19 83.49 Deposit money or advance rent; duty of landlord and
20 tenant.—

21 (1) Upon request, a landlord who requires a security
22 deposit must offer a prospective tenant the option of purchasing
23 rental security insurance that meets all of the following
24 requirements in lieu of paying the required security deposit:

25 (a) The provider of the insurance must be licensed under
26 chapter 626.

27 (b) The policy must provide coverage for the duration of
28 the tenancy.

29 (c) The coverage provided per claim must be equal to the

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30 amount of the security deposit required by the landlord.

31 (4)~~(3)~~ The landlord or the landlord's agent may disburse
32 advance rents from the deposit account to the landlord's benefit
33 when the advance rental period commences and without notice to
34 the tenant. For all other deposits:

35 (a) Upon the vacating of the premises for termination of
36 the lease, if the landlord does not intend to impose a claim on
37 the security deposit, the landlord shall have 15 days to return
38 the security deposit together with interest if otherwise
39 required, or the landlord shall have 30 days to give the tenant
40 written notice by certified mail to the tenant's last known
41 mailing address of his or her intention to impose a claim on the
42 deposit and the reason for imposing the claim. The notice shall
43 contain a statement in substantially the following form:

44
45 This is a notice of my intention to impose a claim for
46 damages in the amount of upon your security deposit, due to
47 It is sent to you as required by s. 83.49(4) ~~s. 83.49(3)~~,
48 Florida Statutes. You are hereby notified that you must object
49 in writing to this deduction from your security deposit within
50 15 days from the time you receive this notice or I will be
51 authorized to deduct my claim from your security deposit. Your
52 objection must be sent to ...(landlord's address)....

53
54 If the landlord fails to give the required notice within the 30-
55 day period, he or she forfeits the right to impose a claim upon
56 the security deposit and may not seek a setoff against the
57 deposit but may file an action for damages after return of the
58 deposit.

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59 (5)~~(4)~~ The provisions of this section do not apply to
60 transient rentals by hotels or motels as defined in chapter 509;
61 nor do they apply in those instances in which the amount of rent
62 or deposit, or both, is regulated by law or by rules or
63 regulations of a public body, including public housing
64 authorities and federally administered or regulated housing
65 programs, including s. 202, s. 221(d)(3) and (4), s. 236, or s.
66 8 of the National Housing Act, as amended, other than for rent
67 stabilization. With the exception of subsections (4), (6), and
68 (7) ~~subsections (3), (5), and (6)~~, this section is not
69 applicable to housing authorities or public housing agencies
70 created pursuant to chapter 421 or other statutes.

71 (6)~~(5)~~ Except when otherwise provided by the terms of a
72 written lease, any tenant who vacates or abandons the premises
73 prior to the expiration of the term specified in the written
74 lease, or any tenant who vacates or abandons premises which are
75 the subject of a tenancy from week to week, month to month,
76 quarter to quarter, or year to year, shall give at least 7 days'
77 written notice by certified mail or personal delivery to the
78 landlord prior to vacating or abandoning the premises which
79 notice shall include the address where the tenant may be
80 reached. Failure to give such notice shall relieve the landlord
81 of the notice requirement of paragraph (4)(a) ~~(3)(a)~~ but shall
82 not waive any right the tenant may have to the security deposit
83 or any part of it.

84 (8)~~(7)~~ Upon the sale or transfer of title of the rental
85 property from one owner to another, or upon a change in the
86 designated rental agent, any and all security deposits or
87 advance rents being held for the benefit of the tenants shall be

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88 transferred to the new owner or agent, together with any earned
89 interest and with an accurate accounting showing the amounts to
90 be credited to each tenant account. Upon the transfer of such
91 funds and records to the new owner or agent, and upon
92 transmittal of a written receipt therefor, the transferor is
93 free from the obligation imposed in subsection (2) ~~subsection~~
94 ~~(1)~~ to hold such moneys on behalf of the tenant. There is a
95 rebuttable presumption that any new owner or agent received the
96 security deposit from the previous owner or agent; however, this
97 presumption is limited to 1 month's rent. This subsection does
98 not excuse the landlord or agent for a violation of other
99 provisions of this section while in possession of such deposits.

100 Section 2. Subsection (6) of section 83.56, Florida
101 Statutes, is amended to read:

102 83.56 Termination of rental agreement.—

103 (6) If the rental agreement is terminated, the landlord
104 shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

105 Section 3. Section 83.63, Florida Statutes, is amended to
106 read:

107 83.63 Casualty damage.—If the premises are damaged or
108 destroyed other than by the wrongful or negligent acts of the
109 tenant so that the enjoyment of the premises is substantially
110 impaired, the tenant may terminate the rental agreement and
111 immediately vacate the premises. The tenant may vacate the part
112 of the premises rendered unusable by the casualty, in which case
113 the tenant's liability for rent shall be reduced by the fair
114 rental value of that part of the premises damaged or destroyed.
115 If the rental agreement is terminated, the landlord shall comply
116 with s. 83.49(4) ~~s. 83.49(3)~~.

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Section 4. This act shall take effect July 1, 2021.