

Amendment No.

CHAMBER ACTION

Senate

House

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Representative Diamond offered the following:

Amendment (with title amendment)

Remove lines 49-140 and insert:

paragraph (a). The landlord must include an itemized list of any unpaid amounts and the dates such amounts were due, documentation supporting any itemized damages and costs of repairs, and a copy of any written objection or report of any communication of objection by the tenant when he or she submits a claim to an insurer.

(3) If a landlord offers a tenant the option to pay a fee in lieu of a security deposit, the landlord must notify the tenant in writing of all of the following:

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14 (a) That the tenant has the option to pay a security
15 deposit instead of the fee.

16 (b) That the tenant may, at any time, terminate the
17 agreement to pay the fee in lieu of the security deposit and
18 instead pay a security deposit in the amount that is otherwise
19 offered to new tenants for a substantially similar dwelling unit
20 on the date that the tenant terminates the agreement.

21 (c) Whether any additional charges apply for the options
22 provided in paragraphs (a) and (b).

23 (d) The amount of the payments required for each option
24 the landlord offers.

25 (e) That the fee is nonrefundable, if applicable.

26 (f) That the fee is only for securing occupancy without
27 paying a required security deposit.

28 (g) That the fee payment does not limit or change the
29 tenant's obligation to pay rent and fees, if any, under the
30 rental agreement.

31 (4) (a) If a tenant decides to pay a fee in lieu of a
32 security deposit, a written agreement to collect the fee must be
33 signed by the landlord, or the landlord's agent, and the tenant.
34 The written agreement must, at a minimum, specify the amount of
35 the fee and how and when the fee is to be collected.

36 (b) The written agreement specified under paragraph (a)
37 must also include a disclosure in substantially the following
38 form:

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FEE IN LIEU OF SECURITY DEPOSIT

THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA STATUTES. THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT BECOMES DUE. THE TENANT MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE AND INSTEAD PAY A SECURITY DEPOSIT AS PROVIDED IN SECTION 83.491, FLORIDA STATUTES.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(5) A fee in lieu of a security deposit may be:

(a) A recurring monthly fee, payable on the same date that the rent payment is due under the rental agreement; or

(b) Payable upon a schedule that the landlord and tenant choose and as specified in the written agreement.

(6) A fee collected under this section is not a security deposit as defined in s. 83.43(12), unless the fee is used to purchase insurance coverage for the benefit of the tenant in an amount not less than the amount of the security deposit

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64 specified in the rental agreement for damages above normal wear
 65 and tear and unpaid rent for which the tenant is legally liable
 66 for under the rental agreement. The purchase of such insurance
 67 coverage with the fee may not provide for subrogation rights by
 68 the insurer.

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T I T L E A M E N D M E N T

Remove lines 10-20 and insert:
 requirements for the landlord if an insurance claim to
 recover certain losses is filed; prohibiting the
 landlord from accepting certain payments; requiring
 the landlord to provide certain written notice to the
 tenant; requiring a written agreement signed by the
 landlord, or the landlord's agent, and the tenant if
 the tenant decides to pay a fee in lieu of the
 security deposit; requiring a specified disclosure in
 the written agreement; providing options for paying
 the fee; specifying that the fee is not a security
 deposit; providing an exception; specifying that
 insurance coverage purchased by the fee may not
 include subrogation rights by the insurer; specifying
 that

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