

Amendment No.1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u> </u>	(Y/N)
ADOPTED AS AMENDED	<u> </u>	(Y/N)
ADOPTED W/O OBJECTION	<u> </u>	(Y/N)
FAILED TO ADOPT	<u> </u>	(Y/N)
WITHDRAWN	<u> </u>	(Y/N)
OTHER	<u> </u>	

1 Committee/Subcommittee hearing bill: Judiciary Committee
 2 Representative Mooney offered the following:

Amendment (with title amendment)

Remove lines 28-57 and insert:

6 (2)(a) If the tenant agrees to pay a fee in lieu of a
 7 security deposit, at the conclusion of the tenancy the landlord
 8 must, within 30 days, notify the tenant of any costs or fees due
 9 resulting from unpaid rent, fees, or other obligations pursuant
 10 to the lease, including, but not limited to, costs required for
 11 repairing damage to the premises in excess of ordinary wear and
 12 tear; and

13 (b) The landlord must wait at least 15 days after
 14 providing the tenant with notice pursuant to paragraph (a) to
 15 submit a claim with an insurer to recover the landlord's losses
 16 associated with unpaid rent, fees, or other obligations pursuant

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17 to the lease, including, but not limited to, costs required for
18 repairing damage to the premises in excess of ordinary wear and
19 tear.

20 1. The claim submission must include an itemized list of
21 unpaid amounts and the dates such amounts were due,
22 documentation supporting the itemized damages and costs of
23 repairs, and a copy of any written objection or report of any
24 communication of objection by the tenant.

25 2. If an insurer pays a claim to a landlord submitting a
26 claim pursuant to this subsection and the insurer has
27 subrogation rights, the insurer may, within 1 year after the
28 tenancy subject to the claim ends, seek reimbursement from the
29 tenant of the amounts paid to the landlord. If an insurer seeks
30 reimbursement:

31 a. The insurer must provide the tenant with all
32 documentation for losses that the landlord provided the insurer
33 in support of the landlord's claim and a copy of the settlement
34 statement documenting the insurer's payment of the landlord's
35 claim; and

36 b. The tenant has any defenses against the insurer which
37 the insurer would otherwise have against the landlord.

38 3. A landlord may not accept payment from both a tenant
39 and an insurer for amounts associated with the same rent, fee,
40 or damages.

41 (3) If a landlord offers a tenant the option to pay a fee
42 in lieu of a security deposit, the landlord must notify the

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43 tenant in writing of all of the following:

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

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

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

53 (d) The payments required for each option the landlord
54 offers.

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

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

58 (g) That the fee payment does not limit or change the
59 tenant's obligation to pay rent and fees, if any, pursuant to
60 the lease or limit or change the tenant's obligation to pay the
61 costs of repairing damage to the premises in excess of ordinary
62 wear and tear.

63 (h) That if the landlord uses any portion of the fee to
64 purchase insurance, the tenant is not insured and is not a
65 beneficiary of the landlord's insurance coverage, and the
66 insurance does not limit or change the tenant's obligation to
67 pay rent and fees, if any, pursuant to the lease or limit or
68 change the tenant's obligation to pay the costs of repairing

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69 damage to the premises in excess of ordinary wear and tear.

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

75 (b) The written agreement specified under paragraph (a)
76 must also include a disclosure in substantially the following
77 form:

78
79 FEE IN LIEU OF SECURITY DEPOSIT
80 THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES
81 AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A
82 SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA
83 STATUTES. THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE
84 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE
85 RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT
86 BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND
87 TEAR THAT THE TENANT OR HIS OR HER GUESTS MAY CAUSE. IF THE
88 LANDLORD USES ANY PORTION OF THE TENANT'S FEE TO PURCHASE
89 INSURANCE, THE TENANT IS NOT INSURED AND IS NOT A BENEFICIARY OF
90 SUCH COVERAGE AND THE INSURANCE DOES NOT LIMIT OR CHANGE THE
91 TENANT'S OBLIGATION TO PAY RENT AND FEES, IF ANY, PURSUANT TO
92 THE LEASE OR TO PAY THE COSTS AND DAMAGES BEYOND NORMAL WEAR AND
93 TEAR THAT THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT

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

Remove line 5 and insert:

security deposit; requiring the landlord to notify the tenant of
certain costs and fees within a specified timeframe after the
conclusion of the tenancy; providing requirements for insurance
claims to recover losses associated with certain costs and fees;
requiring the landlord to provide