

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

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

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

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

38 (3)(a) If a tenant decides to pay a fee in lieu of the
 39 security deposit, a written agreement to collect the fee must be
 40 signed by the landlord, or the landlord's agent, and the tenant.
 41 The written agreement must, at a minimum, specify the amount of
 42 the fee and how and when the fee is to be collected.

43 (b) The written agreement specified under paragraph (a)
 44 must also include a disclosure in substantially the following
 45 form:

47 FEE IN LIEU OF SECURITY DEPOSIT
 48 THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES
 49 AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A
 50 SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA

51 STATUTES. THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE
52 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE
53 RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT
54 BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND
55 TEAR THAT THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT
56 MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE
57 AND INSTEAD PAY A SECURITY DEPOSIT AS PROVIDED IN SECTION
58 83.491, FLORIDA STATUTES.

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

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

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

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

69 (5) A fee collected under this section is not a security
70 deposit as defined in s. 83.43(12).

71 (6) If a landlord offers a tenant the option to pay a fee
72 in lieu of a security deposit, the landlord must also offer all
73 new tenants renting a dwelling unit on the same premises the
74 option to pay a fee in lieu of a security deposit, unless the
75 landlord chooses to terminate the fee option for all tenants.

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76 (7) This section applies to rental agreements entered into
77 or renewed on or after July 1, 2022.

78 Section 2. This act shall take effect July 1, 2022.