

1    A bill to be entitled  
2                  An act relating to fees in lieu of security deposits;  
3                  creating s. 83.491, F.S.; authorizing a landlord to  
4                  offer a tenant the option to pay a fee in lieu of a  
5                  security deposit; requiring the landlord to provide  
6                  certain written notice to the tenant; requiring a  
7                  written agreement signed by the landlord, or the  
8                  landlord's agent, and the tenant if the tenant decides  
9                  to pay a fee in lieu of the security deposit;  
10                  requiring a specified disclosure in the written  
11                  agreement; providing options for paying the fee;  
12                  specifying that the fee is not a security deposit;  
13                  specifying that landlords have exclusive discretion  
14                  whether to offer tenants the option to pay a fee in  
15                  lieu of a security deposit; requiring a landlord to  
16                  offer the fee option to all new tenants under certain  
17                  circumstances; providing an exception; providing  
18                  applicability; providing an effective date.

19  
20 Be It Enacted by the Legislature of the State of Florida:

21  
22                  Section 1.      Section 83.491, Florida Statutes, is created to  
23 read:

24                  83.491 Fee in lieu of security deposit.-

25                  (1) If a rental agreement requires a security deposit, a

26 | landlord may offer a tenant the option to pay a fee in lieu of  
 27 | the security deposit.

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

31 | (a) That the tenant has the option to pay a security  
 32 | deposit instead of the fee.

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

38 | (c) Whether any additional charges apply for the options  
 39 | provided in paragraphs (a) and (b).

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

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

48 | FEE IN LIEU OF SECURITY DEPOSIT

49 | THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES  
 50 |

51 AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A  
 52 SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA  
 53 STATUTES. THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE  
 54 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE  
 55 RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT  
 56 BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND  
 57 TEAR THAT THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT  
 58 MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE  
 59 AND INSTEAD PAY A SECURITY DEPOSIT AS PROVIDED IN SECTION  
 60 83.491, FLORIDA STATUTES.

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

- 65  
 66 (4) A fee in lieu of a security deposit may be:  
 67 (a) A recurring monthly fee, payable on the same date that  
 68 the rent payment is due under the rental agreement; or  
 69 (b) Payable upon a schedule that the landlord and tenant  
 70 choose and as specified in the written agreement.  
 71 (5) A fee collected under this section is not a security  
 72 deposit as defined in s. 83.43(12).  
 73 (6) A landlord has exclusive discretion whether to offer  
 74 tenants the option to pay a fee in lieu of a security deposit  
 75 and is not required to offer the fee option to tenants. However,

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76 if a landlord offers a tenant the option to pay a fee in lieu of  
77 a security deposit, the landlord must also offer all new tenants  
78 renting a dwelling unit on the same premises the option to pay a  
79 fee in lieu of a security deposit, unless the landlord chooses  
80 to terminate the fee option for all tenants.

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

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