

By the Committee on Judiciary; and Senator Boyd

590-02071-22

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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 as
14 to whether to offer tenants the option to pay a fee in
15 lieu of a security deposit; requiring that landlords
16 who offer a tenant the fee option offer such option to
17 all new tenants renting a dwelling unit on the same
18 premises, except in certain circumstances; providing
19 applicability; providing an effective date.

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21 Be It Enacted by the Legislature of the State of Florida:

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

25 83.491 Fee in lieu of security deposit.—

26 (1) If a rental agreement requires a security deposit, a
27 landlord may offer a tenant the option to pay a fee in lieu of
28 the security deposit.

29 (2) If a landlord offers a tenant the option to pay a fee

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30 in lieu of a security deposit, the landlord must notify the
31 tenant in writing of all of the following:

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

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

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

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

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

50 FEE IN LIEU OF SECURITY DEPOSIT

51 THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES
52 AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A
53 SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA
54 STATUTES. THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE
55 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE
56 RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT
57 BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND
58 TEAR THAT THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT

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59 MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE
60 AND INSTEAD PAY A SECURITY DEPOSIT AS PROVIDED IN SECTION
61 83.491, FLORIDA STATUTES.

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

66
67 (4) A fee in lieu of a security deposit may be:

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

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

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

74 (6) A landlord has exclusive discretion as to whether to
75 offer tenants the option to pay a fee in lieu of a security
76 deposit and is not required to offer such fee option to tenants.
77 However, if a landlord offers a tenant an option to pay a fee in
78 lieu of a security deposit, the landlord must also offer all new
79 tenants renting a dwelling unit on the same premises the option
80 to pay a fee in lieu of a security deposit, unless the landlord
81 chooses to terminate the fee option for all tenants.

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

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