

By the Committees on Community Affairs; and Judiciary; and
Senator Boyd

578-02646-22

2022884c2

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 certain fees, insurance products, and
13 surety bonds are not security deposits; specifying
14 that landlords have exclusive discretion as to whether
15 to offer tenants the option to pay a fee in lieu of a
16 security deposit; requiring that landlords who offer a
17 tenant the fee option offer such option to all new
18 tenants renting a dwelling unit on the same premises,
19 except in certain circumstances; providing an
20 exception; providing construction; providing
21 applicability; providing an effective date.

22
23 Be It Enacted by the Legislature of the State of Florida:

24
25 Section 1. Section 83.491, Florida Statutes, is created to
26 read:

27 83.491 Fee in lieu of security deposit.-

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

578-02646-22

2022884c2

30 the security deposit.

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

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

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

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

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

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

51
52 FEE IN LIEU OF SECURITY DEPOSIT

53 THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES
54 AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A
55 SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA
56 STATUTES. THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE
57 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE
58 RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT

578-02646-22

2022884c2

59 BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND
60 TEAR THAT THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT
61 MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE
62 AND INSTEAD PAY A SECURITY DEPOSIT AS PROVIDED IN SECTION
63 83.491, FLORIDA STATUTES.

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

68
69 (4) A fee in lieu of a security deposit may be:

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

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

74 (5) A fee collected under this section, an insurance
75 product, or a surety bond accepted by a landlord in lieu of a
76 security deposit is not a security deposit as defined in s.
77 83.43(12).

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

87 (7) This section does not prohibit a tenant from being

578-02646-22

2022884c2

88 offered or sold an insurance product or a surety bond to present
89 to the landlord in lieu of a security deposit if the offer or
90 sale of such insurance product or surety bond complies with the
91 laws of this state. Acceptance by a landlord of an insurance
92 product or a surety bond that is purchased or procured by a
93 tenant, a landlord, or an agent of the landlord may not be
94 considered an offer on the part of the landlord to allow a
95 tenant to pay a fee in lieu of a security deposit for the
96 purposes of subsection (6).

97 (8) This section applies to rental agreements entered into
98 or renewed on or after July 1, 2022.

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