

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

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WITHDRAWN	_____	(Y/N)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

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

**Amendment (with title amendment)**

Remove lines 43-177 and insert:

a security deposit.

7 (2) (a) If a tenant agrees to pay a fee in lieu of a  
 8 security deposit, the landlord must notify the tenant within 30  
 9 days after the conclusion of the tenancy if there are any costs  
 10 or fees due resulting from unpaid rent, fees, or other  
 11 obligations under the rental agreement, including, but not  
 12 limited to, costs required for repairing damage to the premises  
 13 beyond normal wear and tear.

14 (b) A landlord may not submit a claim to an insurer to  
 15 recover the landlord's losses associated with unpaid rent, fees,  
 16 or other obligations under the rental agreement, including, but

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17 not limited to, costs required for repairing damage to the  
18 premises beyond normal wear and tear until at least 15 days  
19 after providing the tenant with the required notice under  
20 paragraph (a).

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

27 2. If an insurer pays a claim that was submitted under  
28 this subsection to a landlord and the insurer has subrogation  
29 rights, the insurer may, within 1 year after the tenancy that  
30 was the subject of the claim ends, seek reimbursement from the  
31 tenant for the amounts paid to the landlord. If the insurer  
32 seeks reimbursement from the tenant, the following apply:

33 a. The insurer must provide the tenant with all  
34 documentation for losses which the landlord provided to the  
35 insurer in support of the landlord's claim and a copy of the  
36 settlement statement documenting the insurer's payment of the  
37 landlord's claim.

38 b. The tenant retains any defenses against the insurer  
39 which the tenant would otherwise have against the landlord.

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

43 (3) If a landlord offers a tenant the option to pay a fee  
44 in lieu of a security deposit, the landlord must notify the  
45 tenant in writing of all of the following:

46 (a) That the tenant has the option to pay a security  
47 deposit instead of the fee at any time.

48 (b) That the tenant may, at any time, terminate the  
49 agreement to pay the fee in lieu of the security deposit and  
50 instead pay a security deposit as listed in a rental agreement  
51 between the landlord and tenant or, if a security deposit was  
52 not agreed upon in a rental agreement between the landlord and  
53 tenant, in the amount that is otherwise offered to new tenants  
54 for a substantially similar dwelling unit on the date that the  
55 tenant terminates the agreement.

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

58 (d) The amount of the payments required for each option  
59 the landlord offers.

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

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

63 (g) That the fee payment does not limit or change the  
64 tenant's obligation to pay rent and fees, if any, under the

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65 rental agreement or limit or change the tenant's obligation to  
66 pay the costs of repairing damage to the premises beyond normal  
67 wear and tear.

68 (h) That if the landlord uses any portion of the fee to  
69 purchase insurance, the tenant is not insured and is not a  
70 beneficiary of the landlord's insurance coverage, and that the  
71 insurance does not limit or change the tenant's obligations to  
72 pay rent and fees under the rental agreement or change the  
73 tenant's obligation to pay the costs of repairing damage to the  
74 premises beyond normal wear and tear.

75 (4) (a) If a tenant decides to pay a fee in lieu of a  
76 security deposit, a written agreement to collect the fee must be  
77 signed by the landlord, or the landlord's agent, and the tenant.  
78 The written agreement may not contain any clause that  
79 contradicts s. 83.45 or s. 83.47. The written agreement must, at  
80 a minimum, specify all of the following:

81 1. The amount of the fee, which may not be increased  
82 during the term of the rental agreement.

83 2. How and when the fee is to be collected.

84 3. The process and timeframe during which a tenant must  
85 pay the security deposit specified in the rental agreement if  
86 the tenant defaults on paying the fee, and that such default  
87 will not adversely affect the tenant's credit rating if the  
88 security deposit is timely paid.

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89 4. That the written agreement may be terminated at any  
90 time as long as the tenant pays the amount of the security  
91 deposit specified in the rental agreement.

92 5. If the tenant pays the amount of the security deposit  
93 specified in the rental agreement, then the tenant's default on  
94 paying the fee or termination of the written agreement may not  
95 adversely impact the tenant's credit report.

96 (b) The written agreement specified under paragraph (a)  
97 must also include a disclosure in substantially the following  
98 form:

100 FEE IN LIEU OF SECURITY DEPOSIT

101  
102 THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE  
103 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS  
104 UNDER THE RENTAL AGREEMENT, INCLUDING THE OBLIGATION  
105 TO PAY RENT AS IT BECOMES DUE AND ANY COSTS AND  
106 DAMAGES BEYOND NORMAL WEAR AND TEAR WHICH THE TENANT  
107 OR HIS OR HER GUESTS MAY CAUSE.

108  
109 THE TENANT MAY TERMINATE THIS AGREEMENT AT ANY TIME  
110 AND STOP PAYING THE FEE AND INSTEAD PAY THE SECURITY  
111 DEPOSIT AS PROVIDED IN SECTION 83.491, FLORIDA  
112 STATUTES.

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114 THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY  
115 BOTH PARTIES AND THE TENANT AGREES TO PAY THE LANDLORD  
116 A FEE IN LIEU OF A SECURITY DEPOSIT AS AUTHORIZED  
117 UNDER SECTION 83.491, FLORIDA STATUTES. IF THE  
118 LANDLORD USES ANY PORTION OF THE TENANT'S FEE TO  
119 PURCHASE INSURANCE, THE TENANT IS NOT INSURED AND IS  
120 NOT A BENEFICIARY OF SUCH COVERAGE, AND THE INSURANCE  
121 DOES NOT CHANGE THE TENANT'S FINANCIAL OBLIGATIONS  
122 UNDER THE RENTAL AGREEMENT.

123  
124 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF  
125 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL  
126 RIGHTS AND OBLIGATIONS.

127  
128 (5) A fee in lieu of a security deposit may be:

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

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

133 (6) A fee collected under this section, or an insurance  
134 product or a surety bond accepted, by a landlord in lieu of a  
135 security deposit is not a security deposit as defined in s.  
136 83.43(12).

137 (7) A landlord has exclusive discretion as to whether to  
138 offer tenants the option to pay a fee in lieu of a security

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Published On: 3/13/2023 6:04:40 PM

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139 deposit and is not required to offer such fee option to tenants.  
140 However, if a landlord offers a tenant an option to pay a fee in  
141 lieu of a security deposit, the landlord may not use a  
142 prospective tenant's choice to pay, or offer to pay, a fee in  
143 lieu of a security deposit as criteria in the determination to  
144 approve or deny an application for occupancy, and the landlord  
145 must also offer all new tenants renting a dwelling unit on the  
146 same premises the option to pay a fee in lieu of a security  
147 deposit, unless the landlord chooses to prospectively terminate  
148 the fee option for all new rental agreements.

149 (8) (a) This section does not:

150 1. Require a fee collected in lieu of a security deposit  
151 to be used to purchase an insurance product or a surety bond; or

153 -----

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

155 Remove lines 18-20 and insert:

156 written agreement from contradicting specified laws;  
157 requiring that the written agreement contain certain  
158 information; requiring a specified disclosure in the