



265900

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/07/2023	.	
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The Committee on Judiciary (DiCeglie) recommended the following:

**Senate Amendment**

Delete lines 75 - 156  
and insert:  
which the tenant would otherwise have against the landlord.

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

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



- 12       (a) That the tenant has the option to pay a security  
13 deposit instead of the fee at any time.
- 14       (b) That the tenant may, at any time, terminate the  
15 agreement to pay the fee in lieu of the security deposit and  
16 instead pay a security deposit as listed in a rental agreement  
17 between landlord and tenant or, if a security deposit was not  
18 agreed upon in a rental agreement between the landlord and  
19 tenant, in the amount that is otherwise offered to new tenants  
20 for a substantially similar dwelling unit on the date that the  
21 tenant terminates the agreement.
- 22       (c) Whether any additional charges apply for the options  
23 provided in paragraphs (a) and (b).
- 24       (d) The amount of the payments required for each option the  
25 landlord offers.
- 26       (e) That the fee is nonrefundable, if applicable.
- 27       (f) That the fee is only for securing occupancy without  
28 paying a required security deposit.
- 29       (g) That the fee payment does not limit or change the  
30 tenant's obligation to pay rent and fees, if any, under the  
31 rental agreement or limit or change the tenant's obligation to  
32 pay the costs of repairing damage to the premises beyond normal  
33 wear and tear.
- 34       (h) That if the landlord uses any portion of the fee to  
35 purchase insurance, the tenant is not insured and is not a  
36 beneficiary of the landlord's insurance coverage, and that the  
37 insurance does not limit or change the tenant's obligations to  
38 pay rent and fees under the rental agreement or change the  
39 tenant's obligation to pay the costs of repairing damage to the  
40 premises beyond normal wear and tear.



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41 (4) (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 may not contain any clause that  
45 contradicts s. 83.45 or s. 83.47. The written agreement must, at  
46 a minimum, specify all of the following:

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

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

50 3. The process and timeframe during which a tenant must pay  
51 the security deposit specified in the rental agreement if the  
52 tenant defaults on paying the fee, and that such default will  
53 not adversely affect the tenant's credit rating if the security  
54 deposit is timely paid.

55 4. That the written agreement may be terminated at any time  
56 as long as the tenant pays the amount of the security deposit  
57 specified in the rental agreement.

58 5. If the tenant pays the amount of the security deposit  
59 specified in the rental agreement, then the tenant's default on  
60 paying the fee or termination of the written agreement may not  
61 adversely impact the tenant's credit report.

62 (b) The written agreement specified under paragraph (a)  
63 must also include a disclosure in substantially the following  
64 form:

65 FEE IN LIEU OF SECURITY DEPOSIT

66 THIS FEE IS NOT A SECURITY DEPOSIT, AND PAYMENT OF THE  
67 FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS  
68   
69



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70 UNDER THE RENTAL AGREEMENT, INCLUDING THE OBLIGATION  
71 TO PAY RENT AS IT BECOMES DUE AND ANY COSTS AND  
72 DAMAGES BEYOND NORMAL WEAR AND TEAR WHICH THE TENANT  
73 OR HIS OR HER GUESTS MAY CAUSE.

74  
75 THE TENANT MAY TERMINATE THIS AGREEMENT AT ANY TIME  
76 AND STOP PAYING THE FEE AND INSTEAD PAY THE SECURITY  
77 DEPOSIT AS PROVIDED IN SECTION 83.491, FLORIDA  
78 STATUTES.

79  
80 THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY  
81 BOTH PARTIES, AND THE TENANT AGREES TO PAY THE  
82 LANDLORD A FEE IN LIEU OF A SECURITY DEPOSIT AS  
83 AUTHORIZED UNDER SECTION 83.491, FLORIDA STATUTES. IF  
84 THE LANDLORD USES ANY PORTION OF THE TENANT'S FEE TO  
85 PURCHASE INSURANCE, THE TENANT IS NOT INSURED AND IS  
86 NOT A BENEFICIARY OF SUCH COVERAGE, AND THE INSURANCE  
87 DOES NOT CHANGE THE TENANT'S FINANCIAL OBLIGATIONS  
88 UNDER THE RENTAL AGREEMENT.