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LEGISLATIVE ACTION

Senate

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House

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Floor: WD

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04/28/2023 10:12 AM

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Senator DiCeglie moved the following:

Senate Amendment (with title amendment)

Delete lines 40 - 104

and insert:

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

(b) A landlord may provide a tenant the option of paying a security deposit in monthly installments in an amount that is agreed upon between the tenant and the landlord while participating in the fee program.



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

19 (b) A landlord may not submit a claim to an insurer to
20 recover the landlord's losses associated with unpaid rent, fees,
21 or other obligations under the rental agreement, including, but
22 not limited to, costs required for repairing damage to the
23 premises beyond normal wear and tear until at least 15 days
24 after providing the tenant with the required notice under
25 paragraph (a).

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

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

38 a. The insurer must provide the tenant with all
39 documentation for losses which the landlord provided to the
40 insurer in support of the landlord's claim and a copy of the



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41 settlement statement documenting the insurer's payment of the
42 landlord's claim.

43 b. The tenant retains any defenses against the insurer
44 which the tenant would otherwise have against the landlord.

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

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

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

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

61 (c) That, if agreed to by the landlord, the tenant may pay
62 the security deposit in monthly installments in an amount that
63 is agreed upon between the landlord and tenant while
64 participating in the fee program.

65 (d) Whether any additional charges apply for the options
66 provided in paragraphs (a) and (b).

67 (e) The amount of the payments required for each option the
68 landlord offers.

69 (f) That the fee is nonrefundable, if applicable.



70 (g) That the fee is only for securing occupancy without
71 paying a required security deposit.

72 (h) That the fee payment does not limit or change the
73 tenant's obligation to pay rent and fees, if any, under the
74 rental agreement or limit or change the tenant's obligation to
75 pay the costs of repairing damage to the premises beyond normal
76 wear and tear.

77 (i) That if the landlord uses any portion of the fee to
78

79 ===== T I T L E A M E N D M E N T =====

80 And the title is amended as follows:

81 Delete line 5

82 and insert:

83 security deposit; authorizing a landlord to offer a
84 tenant the option to pay the security deposit in a
85 specified manner; requiring the landlord to notify the