

1 A bill to be entitled
 2 An act relating to builder warranties; creating s.
 3 553.837, F.S.; defining terms; requiring a builder to
 4 provide certain warranties for a newly constructed
 5 home for a specified period; providing that certain
 6 defects are not covered by such warranties; providing
 7 construction; requiring the builder to remedy, at the
 8 builder's expense, certain defects and restore work
 9 damaged; providing that a builder may purchase a
 10 warranty from a certain home warranty association to
 11 cover specified warranties; requiring the builder to
 12 comply with the warranty requirement for a newly
 13 constructed home for a specified period even if it is
 14 sold or transferred; providing that certain express
 15 warranties supersede certain provisions under certain
 16 circumstances; specifying requirements for certain
 17 express warranties; providing that enforcement is
 18 limited to a private cause of action brought by a
 19 purchaser against the noncompliant builder; providing
 20 construction; providing an effective date.

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

23
 24 Section 1. Section 553.837, Florida Statutes, is created
 25 to read:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

26 553.837 Mandatory builder warranty.-
 27 (1) As used in this section, the term:
 28 (a) "Builder" has the same meaning as in s. 553.993.
 29 (b) "Material violation" has the same meaning as in s.
 30 553.84.
 31 (c) "Newly constructed home" means any residential real
 32 property or manufactured building, modular building, or factory-
 33 built building as defined in s. 553.36 which is a single-family
 34 dwelling, duplex, triplex, or quadruplex that has not been
 35 previously occupied.
 36 (2) A builder shall warrant a newly constructed home for
 37 all construction defects of equipment, material, or workmanship
 38 furnished by the builder or any subcontractor or supplier
 39 resulting in a material violation of the Florida Building Code
 40 pursuant to this part, for a period of 1 year after the date of
 41 original conveyance of title to the initial owner or after the
 42 date of initial occupancy of the dwelling, whichever occurs
 43 first. Defects with respect to appliances or equipment that are
 44 covered under a manufacturer warranty do not fall within the
 45 scope of the required warranty under this subsection.
 46 (a) This subsection may not be construed to require the
 47 builder's warranty to cover any of the following:
 48 1. Normal wear and tear of the newly constructed home.
 49 2. Normal house settling within generally acceptable trade
 50 practices.

51 3. Any object or part of a newly constructed home that
52 contains a defect that is caused by any work performed or
53 material supplied incident to construction, modification, or
54 repair performed by the initial purchaser, a subsequent
55 purchaser, or anyone acting on his or her behalf, other than the
56 builder or its employees, agents, or contractors.

57 4. Any loss or damage to the newly constructed home,
58 whether caused by the initial purchaser, a subsequent purchaser,
59 a third party, or an act of God over which the builder has no
60 control, such as a natural disaster or a fire caused by
61 lightning.

62 (b) The builder shall remedy, at the builder's expense,
63 any defects that are covered under this subsection and shall
64 restore any work damaged in fulfilling the terms and conditions
65 of the warranty. A builder may purchase a warranty from a home
66 warranty association provided for under chapter 634 to cover the
67 warranties required in this section.

68 (c) A builder shall comply with the requirement to warrant
69 a newly constructed home, whether pursuant to the statutory
70 warranty under this subsection or a builder's express written
71 warranty as provided in subsection (3), for the full 1-year
72 period required under this subsection even if the newly
73 constructed home is sold or transferred and is no longer owned
74 by the initial owner.

75 (3) Notwithstanding any other provision in this section,

76 the terms and conditions of an express written warranty that is
77 provided by a builder to the initial owner of a newly
78 constructed home supersede any provisions in this section if the
79 express written warranty contains provisions with respect to any
80 of the following:

81 (a) The scope, coverage, and duration of the express
82 written warranty is the same or greater than that required in
83 subsection (2).

84 (b) The express written warranty automatically transfers
85 to a new owner during at least the initial year of the warranty
86 as provided in paragraph (2) (c).

87 (c) If the builder provides an express written warranty
88 that is longer than that required under subsection (2), the
89 express written warranty must state:

90 1. That the builder is providing a warranty that is longer
91 than required under subsection (2) and the length of time for
92 which the warranty is granted.

93 2. Whether the warranty is transferable for a duration
94 beyond the 1 year required under paragraph (2) (c) and any terms
95 under which the warranty may be transferred.

96 (4) Enforcement of this section is limited to a private
97 civil cause of action by a purchaser against any builder that
98 fails to comply with this section. This section may not be
99 construed to extend the statute of repose beyond that provided
100 by law.

101 | Section 2. This act shall take effect July 1, 2025. |