

FLORIDA HOUSE OF REPRESENTATIVES BILL ANALYSIS

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BILL #: CS/HB 1015 TITLE: Real Property and Condominium Flood Disclosures SPONSOR(S): Hunschofsky	COMPANION BILL: SB 984 (Gruters) LINKED BILLS: None RELATED BILLS: None
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Committee References

[Housing, Agriculture & Tourism](#)

18 Y, 0 N, As CS



[Civil Justice & Claims](#)

13 Y, 0 N



[Commerce](#)

SUMMARY

Effect of the Bill:

The bill requires landlords of residential properties to provide prospective tenants with a flood disclosure prior to or when a rental agreement is executed. If a landlord fails to disclose flood information truthfully, the tenant may terminate the rental agreement within a certain timeframe, and the landlord must refund the tenant all amounts paid in advance by the tenant. However, a tenant's liability for sums owed to the landlord prior to the date the rental was terminated by the tenant is not affected by such termination.

The bill revises the type of flood information that must be disclosed to prospective purchasers of residential real property to include whether the seller is aware of damage to the property caused by flooding during the seller's ownership of the property.

The bill revises the information that a developer must disclose to prospective purchasers of a residential condominium unit to include a statement that the homeowners' insurance policy does not cover damage for flooding, and whether the developer is aware of damage to the property caused by flooding, has filed a claim for flood damage, or has received assistance for flood damage.

Fiscal or Economic Impact:

The bill will have an indeterminate economic impact on the private sector.

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ANALYSIS

EFFECT OF THE BILL:

Disclosure of Flood Risks to Prospective Tenants

The bill amends the [Florida Residential Landlord and Tenant Act](#). Under the bill, a landlord is required to complete and provide a flood disclosure to a prospective tenant of residential real property at or before the execution of a rental agreement for a term of 1 year or longer. The bill specifies that the flood disclosure must be in a separate document and must be made in substantially the following form:

FLOOD DISCLOSURE

Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

1. Landlord is [] is not [] aware of damage to the dwelling unit caused by flooding during the Landlord's ownership of the property.

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2. Landlord has has not filed a claim with an insurance provider relating to flood damage to the dwelling unit, including, but not limited to, a claim with the [National Flood Insurance Program](#).
3. Landlord has has not received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.
4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall. (Section [1](#).)

The bill provides that if a landlord violates the foregoing requirements and the tenant suffers a substantial loss or damage to the tenant's personal property as a result of flooding, the tenant may terminate the rental agreement. Under the bill there is a "substantial loss or damage" if the total cost of repairs to or replacement of the tenant's personal property is 50 percent or more of that property's market value on the date the flooding occurred. (Section [1](#).)

If the tenant chooses to terminate the rental agreement, the tenant must give written notice of termination to the landlord no later than 30 days after the date of the damage or loss. Under the bill, a tenant's termination of a rental agreement is effective when the tenant vacates the property. (Section [1](#).)

If a tenant terminates a rental agreement as provided by the bill, the landlord must refund the tenant all rent or other amounts paid in advance under the rental agreement for any period after the effective date of the termination of the rental agreement. However, a tenant's termination does not affect a tenant's liability for delinquent, unpaid rent or other sums owed to the landlord before the date the rental agreement was terminated by the tenant. (Section [1](#).)

[Disclosures of Flood Risks to Prospective Purchasers of Residential Real Property](#)

The bill revises the flood disclosures that must be made by a seller to a prospective purchaser of residential real property to include a disclosure of whether the seller is aware of damage to the property caused by flooding during the seller's ownership of the property. (Section [2](#).)

[Disclosures of Flood Risks to Prospective Purchasers of Residential Condominium Units](#)

The bill revises the disclosures that must be made by a developer to a prospective purchaser or lessor of a residential condominium unit. Under the bill, a contract for the sale or lease of a residential condominium unit for an unexpired term of more than 5 years must contain the following statement in conspicuous type:

HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

DEVELOPER IS IS NOT AWARE OF DAMAGE TO THE PROPERTY CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE PROPERTY.

DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE PROGRAM.

DEVELOPER HAS [] HAS NOT [] RECEIVED ASSISTANCE FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS OF STANDING WATER RESULTING FROM RAINFALL. (Section [3](#).)

The bill has an effective date of October 1, 2025. (Section [4](#).)

FISCAL OR ECONOMIC IMPACT:

PRIVATE SECTOR:

The bill may have an indeterminate positive impact on the private sector, as prospective tenants and purchasers of residential real property or residential condominium units, respectively, will be better informed about the condition of the property prior to or when executing a lease agreement or sales contract. This could incentivize tenants and purchasers to purchase flood insurance, or choose an alternative property or unit to rent or purchase, thereby allowing tenants and purchasers to potentially avoid damages to their personal property that might otherwise occur due to an undisclosed flood risk.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

[Florida's Residential Landlord and Tenant Act](#)

The Florida Residential Landlord and Tenant Act¹ (Act) governs the rental of dwelling units and the relationship between landlords² and tenants³ in Florida.⁴ Significant provisions in the Act include those relating to unconscionable rental agreements,⁵ the duration of the rental agreement and the duration of the tenancy,⁶ prohibited provisions in rental agreements,⁷ maintenance obligations of landlords and tenants,⁸ a landlord's access to a dwelling unit,⁹ terminations of tenancies and rental agreements,¹⁰ and actions for damages.¹¹

¹ The Florida Residential Landlord and Tenant Act (Act) is codified in part II of ch. 83, F.S. Nonresidential tenancies and all tenancies not otherwise governed by the Act are governed by pt. I of ch. 83, F.S. See [s. 83.001, F.S.](#)

² "Landlord" means the owner or lessor of a dwelling unit. [S. 83.43\(9\), F.S.](#)

³ "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement. [S. 83.43\(17\), F.S.](#)

⁴ [S. 83.41, F.S.](#)

⁵ See [s. 83.45, F.S.](#)

⁶ See [s. 83.46, F.S.](#)

⁷ See [s. 83.47, F.S.](#)

⁸ Landlords have an obligation to maintain the premises, whereas tenants have an obligation to maintain the dwelling unit. See [ss. 83.51, F.S.](#) and [83.52, F.S.](#)

⁹ See [s. 83.53, F.S.](#)

¹⁰ For terminations of tenancies without a specific term, see [s. 83.57, F.S.](#) For termination of tenancies with a specific duration, see [s. 83.575, F.S.](#)

¹¹ See [s. 83.55, F.S.](#)

Other than an obligation of good faith¹² and a requirement for the landlord to disclose their name and address,¹³ the Act does not currently require the landlord to disclose any specific information regarding the property or dwelling unit prior to or when executing a rental agreement.

Flood Risk and Flood Insurance

Florida receives an average of 59.21 inches of rain each year, and Florida's flat terrain makes it more susceptible to flooding.¹⁴ As a result, one-third of properties in Florida are at risk of severe flooding in the next thirty years.¹⁵ Although 36 percent of homeowners believe that homeowner's insurance covers flood-related damage,¹⁶ most homeowner's insurance and hurricane insurance policies do not cover flood-related damage.¹⁷ In addition, renter's insurance generally does not cover flood damage.¹⁸

National Flood Insurance Program

If a tenant or a homeowner wishes to have flood insurance, usually the tenant or homeowner must purchase flood insurance as a separate insurance policy through the National Flood Insurance Program (NFIP).¹⁹ The NFIP is managed by the Federal Emergency Management Agency (FEMA) and is delivered to the public by more than 50 insurance companies and the NFIP Direct.²⁰ The NFIP provides flood insurance to property owners, renters, and businesses, and having this coverage has the potential to help such persons recover faster when flood waters recede.²¹ A NFIP policy covers losses directly caused by flooding.²² In the event of a flood, NFIP policies generally cover the building, the contents in a building, or both.²³

Disclosures of Flood Risks to Prospective Purchasers of Residential Real Property

Currently, Florida law requires that a seller must complete and provide a flood disclosure to a purchaser of residential real property at or before the time the sales contract is executed.²⁴ The flood disclosure must be made in the following form:

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

¹² Every rental agreement or duty under the Act imposes an obligation of good faith in its performance or enforcement. [S. 83.44, F.S.](#)

¹³ Under the Act, the landlord (or a person authorized to enter into a rental agreement on the landlord's behalf) must disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands on the landlord's behalf. [S. 83.50, F.S.](#)

¹⁴ Florida Flood Insurance, *Flood History*, www.floridafloodinsurance.org/flood-history/ (last visited Mar. 25, 2025).

¹⁵ Manuel Bojorquez, *More than One-Third of Florida Properties Face Looming Flood Risk, but Some Residents Are Unaware*, CBS News (June 1, 2023), www.cbsnews.com/news/florida-insurance-flooding-properties/ (last visited Mar. 25, 2025).

¹⁶ Jason Metz, *72% of Homeowners Don't Understand Essential Home Insurance Coverage*, Forbes (Oct. 21, 2024), www.forbes.com/advisor/homeowners-insurance/survey-homeowners-insurance-knowledge/#:~:text=36%25%20of%20homeowners%20think%20that,damage%2C%20but%20it%20does%20not (last visited Mar. 25, 2025).

¹⁷ Jason Metz, *Does Homeowners Insurance Cover Water Damage from Rain or a Leak?* Forbes (Oct. 27, 2023), www.forbes.com/advisor/homeowners-insurance/water-damage/ (last visited Mar. 25, 2025).

¹⁸ Federal Emergency Management Agency, *The National Flood Insurance Program: What Your Clients Need to Know* (Jan. 2023), <https://agents.floodsmart.gov/articles/national-flood-insurance-program-what-your-clients-need-know> (last visited Mar. 25, 2025).

¹⁹ FEMA, *Flood Insurance*, [Flood Insurance | FEMA.gov](http://FEMA.gov) (last visited Mar. 25, 2025).

²⁰ *Id.*

²¹ *Id.*

²² National Flood Insurance Program, *Flooding Happens Everywhere*, [Homepage | FloodSmart](#) (last visited Mar. 25, 2025).

²³ *Id.*

²⁴ [S. 689.302, F.S.](#)

- (2) Seller has has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - (a) The overflow of inland or tidal waters.
 - (b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - (c) Sustained periods of standing water resulting from rainfall.²⁵

Other required disclosures under Florida law for a seller of residential real property include disclosures relating to ad valorem taxes,²⁶ subsurface rights,²⁷ and known defects in sanitary sewer laterals.²⁸

Disclosures to Prospective Purchasers of Residential Condominium Units

Under current law, a contract for the sale or lease of a residential condominium unit by the developer for an unexpired term of more than 5 years must contain certain disclosures.²⁹ The required disclosures for a developer include, but are not limited to, the following:

- If the unit has been occupied by someone other than the buyer, the contract must contain a statement that the unit has been occupied.³⁰
- If the contract is for the sale or transfer of a unit subject to a lease, the contract must include an inconspicuous statement that the unit is subject to a lease or sublease and, as an exhibit to the contract, a copy of the executed lease.³¹
- If the contract is for the lease of a unit for a term of 5 years or more, the contract must include as an exhibit a copy of the proposed lease.³²
- If the contract is for the sale or lease of a unit that is subject to a lien for rent payable under a lease of a recreational facility or other commonly used facility, the contract must contain an inconspicuous statement to that effect and that failure to pay rent may result in foreclosure of the lien.³³

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/CS/HB 1049	Hunschofsky	Bradley	This bill created flood risk disclosure requirements for a seller of residential real property. Effective October 1, 2024.

²⁵ *Id.*
²⁶ See [s. 689.261, F.S.](#)
²⁷ See [s. 689.29, F.S.](#)
²⁸ See [s. 689.301, F.S.](#) A sanitary sewer lateral is the privately owned pipeline connecting a property to the main sewer line.
²⁹ See, generally, [s. 718.503\(1\)\(a\), F.S.](#)
³⁰ [S. 718.503\(1\)\(a\)3., F.S.](#)
³¹ [S. 718.503\(1\)\(a\)4., F.S.](#)
³² [S. 718.503\(1\)\(a\)5., F.S.](#)
³³ [S. 718.503\(1\)\(a\)6., F.S.](#)

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Housing, Agriculture & Tourism Subcommittee	18 Y, 0 N, As CS	3/11/2025	Curtin	Fletcher
THE CHANGES ADOPTED BY THE COMMITTEE: Clarified that the disclosure requirements for landlords apply to dwelling units.				
Civil Justice & Claims Subcommittee Commerce Committee	13 Y, 0 N	3/27/2025	Jones	Saunders

THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.
