

# FLORIDA HOUSE OF REPRESENTATIVES

## FINAL BILL ANALYSIS

*This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.*

**BILL #:** [CS/CS/HB 1015](#)

**TITLE:** Flood Disclosures

**SPONSOR(S):** Hunschofsky

**COMPANION BILL:** [CS/CS/SB 948](#) (Bradley)

**LINKED BILLS:** None

**RELATED BILLS:** None

**FINAL HOUSE FLOOR ACTION:** 114 Y's

0 N's

**GOVERNOR'S ACTION:** Pending

### 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. These requirements also apply to mobile home park owners and prospective lessees of a mobile home lot.

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 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 has an indeterminate impact on the private sector.

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### ANALYSIS

#### **EFFECT OF THE BILL:**

CS/CS/HB 1015 passed as [CS/CS/SB 948](#). (Please note that bill section parentheticals do not contain hyperlinks to bill sections for Senate bills.)

#### **Disclosure of Flood Risks to Prospective Tenants of Residential Real Property**

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 has . . . has no . . . knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.

**STORAGE NAME:** h1015z

**DATE:** 5/7/2025

2. Landlord has . . . has not . . . filed a claim with an insurance provider relating to flood damage in 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 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 and surrender possession of the premises 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 dwelling unit. (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.)

#### **Disclosure of Flood Risks to Prospective Lessees of Mobile Home Lots**

The bill amends the [Florida Mobile Home Act](#). The bill requires mobile home park owners to complete and provide a flood disclosure to a prospective lessee of a mobile home lot. The disclosure must be made before execution of a lot rental agreement or at the time of occupancy, whichever occurs first. The flood disclosure must be made in a separate document and must be made in substantially the same form as the disclosure for prospective tenants of residential real property. (Section 5.)

The bill provides that if a home park owner violates the above requirements and a lessee suffers a substantial loss or damage to the lessee's mobile home or personal property as a result of flooding, the lessee may terminate the lot rental agreement. Under the bill, there is a "substantial loss or damage" if the total cost of repairs to or replacement of the mobile home and personal property is 50 percent or more of the mobile home and personal property's market value on the date the flooding occurred. (Section 5.)

If the lessee chooses to terminate the lot rental agreement, the lessee must give written notice of termination no later than 30 days after the date of the damage or loss. Under the bill, a lessee's termination of a lot rental agreement is effective when the requirements of [s. 723.023\(5\), F.S.](#),<sup>1</sup> are met. (Section 5.)

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

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<sup>1</sup> [S. 723.023\(5\), F.S.](#), requires mobile home owners and lessees, when vacating the premises of a mobile home, to remove any debris and other property of any kind which is left on the mobile home lot.

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 has knowledge of any flooding that damaged the property 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 certain lessors 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 HAS . . . . HAS NO . . . . KNOWLEDGE OF ANY FLOODING THAT HAS DAMAGED THE PROPERTY DURING 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 for condominiums; Section 4 for cooperatives.)

Subject to the Governor's veto powers, the effective date of this bill is October 1, 2025. (Section 6.)

### **FISCAL OR ECONOMIC IMPACT:**

#### **PRIVATE SECTOR:**

The bill may have an indeterminate positive impact on the private sector, as the following individuals will be better informed about the condition of a property prior to or when executing a lease agreement or sales contract:

- Prospective tenants of residential real property.
- Prospective lessees of a mobile home lot.
- Prospective purchasers of residential real property.
- Prospective purchasers of a residential condominium unit that is part of a condominium association or cooperative association.

## RELEVANT INFORMATION

### SUBJECT OVERVIEW:

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

The Florida Residential Landlord and Tenant Act<sup>2</sup> (Landlord-Tenant Act) governs the rental of dwelling units and the relationship between landlords<sup>3</sup> and tenants<sup>4</sup> in Florida.<sup>5</sup> Significant provisions in the Landlord-Tenant Act include those relating to unconscionable rental agreements,<sup>6</sup> the duration of the rental agreement and the duration of the tenancy,<sup>7</sup> prohibited provisions in rental agreements,<sup>8</sup> maintenance obligations of landlords and tenants,<sup>9</sup> a landlord's access to a dwelling unit,<sup>10</sup> terminations of tenancies and rental agreements,<sup>11</sup> and actions for damages.<sup>12</sup>

Other than an obligation of good faith<sup>13</sup> and a requirement for the landlord to disclose their name and address,<sup>14</sup> the Landlord-Tenant 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.

#### [Florida's Mobile Home Act](#)

The Florida Mobile Home Act<sup>15</sup> (Mobile Home Act) applies to any residential tenancy in which a mobile home is placed upon a rented or leased lot in a mobile home park in which 10 or more lots are offered for rent or lease.<sup>16</sup> When both the mobile home and lot are rented or when fewer than 10 lots are available for rent or lease, the tenancy is governed by the Landlord-Tenant Act.<sup>17</sup>

Under the Mobile Home Act, an owner of a mobile home park containing 26 or more lots must file a prospectus with the Division of Florida Condominiums, Timeshares, and Mobile Homes (Division), housed within the Florida Department of Business and Professional Regulation (DBPR).<sup>18</sup> Prior to entering into an enforceable rental agreement for a mobile home lot, the park owner must deliver to the homeowner a prospectus approved by the Division.<sup>19</sup>

### **Flood Risk and Flood Insurance**

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<sup>2</sup> The Florida Residential Landlord and Tenant Act (Landlord-Tenant Act) is codified in part II of ch. 83, F.S. Nonresidential tenancies and all tenancies not otherwise governed by the Landlord-Tenant Act are governed by pt. I of ch. 83, F.S. See [s. 83.001, F.S.](#)

<sup>3</sup> "Landlord" means the owner or lessor of a dwelling unit. [S. 83.43\(9\), F.S.](#)

<sup>4</sup> "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement. [S. 83.43\(17\), F.S.](#)

<sup>5</sup> [S. 83.41, F.S.](#)

<sup>6</sup> See [s. 83.45, F.S.](#)

<sup>7</sup> See [s. 83.46, F.S.](#)

<sup>8</sup> See [s. 83.47, F.S.](#)

<sup>9</sup> 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.](#)

<sup>10</sup> See [s. 83.53, F.S.](#)

<sup>11</sup> 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.](#)

<sup>12</sup> See [s. 83.55, F.S.](#)

<sup>13</sup> Every rental agreement or duty under the Landlord-Tenant Act imposes an obligation of good faith in its performance or enforcement. [S. 83.44, F.S.](#)

<sup>14</sup> 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.](#)

<sup>15</sup> The Florida Mobile Home Act (Mobile Home Act) is codified in ch. 723, F.S.

<sup>16</sup> [S. 723.002\(1\), F.S.](#)

<sup>17</sup> *Id.*

<sup>18</sup> [S. 723.011\(1\)\(a\), F.S.](#)

<sup>19</sup> *Id.*

Florida receives an average of 59.21 inches of rain each year, and Florida's flat terrain makes it more susceptible to flooding.<sup>20</sup> As a result, one-third of properties in Florida are at risk of severe flooding in the next thirty years.<sup>21</sup> Most homeowner's insurance and hurricane insurance policies do not cover flood-related damage.<sup>22</sup> In addition, renter's insurance generally does not cover flood damage.<sup>23</sup>

### 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).<sup>24</sup> 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.<sup>25</sup> 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.<sup>26</sup> A NFIP policy covers losses directly caused by flooding.<sup>27</sup> In the event of a flood, NFIP policies generally cover the building, the contents in a building, or both.<sup>28</sup>

### 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.<sup>29</sup> 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.
- (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.<sup>30</sup>

<sup>20</sup> Florida Flood Insurance, *Flood History*, [www.floridafloodinsurance.org/flood-history/](http://www.floridafloodinsurance.org/flood-history/) (last visited May 5, 2025).

<sup>21</sup> 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/](http://www.cbsnews.com/news/florida-insurance-flooding-properties/) (last visited May 5, 2025).

<sup>22</sup> 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/](http://www.forbes.com/advisor/homeowners-insurance/water-damage/) (last visited May 5, 2025).

<sup>23</sup> 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 May 5, 2025).

<sup>24</sup> FEMA, *Flood Insurance*, [Flood Insurance | FEMA.gov](http://FloodInsurance.FEMA.gov) (last visited May 5, 2025).

<sup>25</sup> *Id.*

<sup>26</sup> *Id.*

<sup>27</sup> National Flood Insurance Program, *Flooding Happens Everywhere*, [Homepage | FloodSmart](http://Homepage.FloodSmart) (last visited May 5, 2025).

<sup>28</sup> *Id.*

<sup>29</sup> [S. 689.302, F.S.](#)

<sup>30</sup> *Id.*

Other required disclosures under Florida law for a seller of residential real property include disclosures relating to ad valorem taxes,<sup>31</sup> subsurface rights,<sup>32</sup> and known defects in sanitary sewer laterals.<sup>33</sup>

**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.<sup>34</sup> 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.<sup>35</sup>
- 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.<sup>36</sup>
- 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.<sup>37</sup>
- 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.<sup>38</sup>

**RECENT LEGISLATION:**

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

<sup>31</sup> See [s. 689.261, F.S.](#)  
<sup>32</sup> See [s. 689.29, F.S.](#)  
<sup>33</sup> See [s. 689.301, F.S.](#) A sanitary sewer lateral is the privately owned pipeline connecting a property to the main sewer line.  
<sup>34</sup> See, generally, [s. 718.503\(1\)\(a\), F.S.](#)  
<sup>35</sup> [S. 718.503\(1\)\(a\)3., F.S.](#)  
<sup>36</sup> [S. 718.503\(1\)\(a\)4., F.S.](#)  
<sup>37</sup> [S. 718.503\(1\)\(a\)5., F.S.](#)  
<sup>38</sup> [S. 718.503\(1\)\(a\)6., F.S.](#)