

1 A bill to be entitled
2 An act relating to real property and condominium flood
3 disclosures; creating s. 83.512, F.S.; requiring a
4 landlord of residential real property to provide
5 specified information to a prospective tenant at or
6 before the time the rental agreement is executed;
7 specifying how such information must be disclosed;
8 defining the term "flooding"; providing that if a
9 landlord fails to disclose flood information
10 truthfully and a tenant suffers substantial loss or
11 damage, the tenant may terminate the rental agreement
12 by giving a written notice of termination to the
13 landlord within a specified timeframe; defining the
14 term "substantial loss"; requiring a landlord to
15 refund the tenant all amounts paid in advance for any
16 period after the effective date of the termination of
17 the rental agreement; providing that a tenant is still
18 liable for any sum owed to the landlord before the
19 termination of the rental agreement; amending s.
20 689.302, F.S.; revising the flood information that
21 must be disclosed to prospective purchasers of
22 residential real property; amending s. 718.503, F.S.;
23 requiring a developer of a residential condominium
24 unit to provide specified information to a prospective
25 purchaser at or before the time the sales contract is

51 2. Landlord has has not filed a claim with an
52 insurance provider relating to flood damage to the dwelling
53 unit, including, but not limited to, a claim with the National
54 Flood Insurance Program.

55 3. Landlord has has not received assistance for
56 flood damage to the dwelling unit, including, but not limited
57 to, assistance from the Federal Emergency Management Agency.

58 4. For the purposes of this disclosure, the term
59 "flooding" means a general or temporary condition of partial or
60 complete inundation of the dwelling unit caused by any of the
61 following:

62 a. The overflow of inland or tidal waters.

63 b. The unusual and rapid accumulation of runoff or surface
64 waters from any established water source, such as a river,
65 stream, or drainage ditch.

66 c. Sustained periods of standing water resulting from
67 rainfall.

68
69 (2) If a landlord violates this section and a tenant
70 suffers a substantial loss or damage to the tenant's personal
71 property as a result of flooding, the tenant may terminate the
72 rental agreement by giving a written notice of termination to
73 the landlord no later than 30 days after the date of the damage
74 or loss. Termination of a rental agreement under this section is
75 effective upon the tenant surrendering possession of the

76 property. For the purpose of this section, the term "substantial
 77 loss or damage" means the total cost of repairs to or
 78 replacement of the personal property is 50 percent or more of
 79 the personal property's market value on the date the flooding
 80 occurred.

81 (3) A landlord shall refund the tenant all rent or other
 82 amounts paid in advance under the rental agreement for any
 83 period after the effective date of the termination of the rental
 84 agreement.

85 (4) This section does not affect a tenant's liability for
 86 delinquent, unpaid rent or other sums owed to the landlord
 87 before the date the rental agreement was terminated by the
 88 tenant under this section.

89 **Section 2. Section 689.302, Florida Statutes, is amended**
 90 **to read:**

91 689.302 Disclosure of flood risks to prospective
 92 purchaser.—A seller must complete and provide a flood disclosure
 93 to a purchaser of residential real property at or before the
 94 time the sales contract is executed. The flood disclosure must
 95 be made in the following form:

96 FLOOD DISCLOSURE

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

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

105 (2) Seller has has not received ~~federal~~ assistance for
 106 flood damage to the property, including, but not limited to,
 107 assistance from the Federal Emergency Management Agency.

108 (3) Seller is is not aware of damage to the property caused
 109 by flooding during the Seller's ownership of the property.

110 (4)~~(3)~~ For the purposes of this disclosure, the term "flooding"
 111 means a general or temporary condition of partial or complete
 112 inundation of the property caused by any of the following:

113 (a) The overflow of inland or tidal waters.

114 (b) The unusual and rapid accumulation of runoff or surface
 115 waters from any established water source, such as a river,
 116 stream, or drainage ditch.

117 (c) Sustained periods of standing water resulting from
 118 rainfall.

119 **Section 3. Paragraph (a) of subsection (1) of section**
 120 **718.503, Florida Statutes, is amended to read:**

121 718.503 Developer disclosure prior to sale; nondeveloper
 122 unit owner disclosure prior to sale; voidability.—

123 (1) DEVELOPER DISCLOSURE.—

124 (a) Contents of contracts.—Any contract for the sale of a
 125 residential unit or a lease thereof for an unexpired term of

126 | more than 5 years shall:

127 | 1. Contain the following legend in conspicuous type: THIS
128 | AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF
129 | THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF
130 | EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER
131 | OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
132 | THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS
133 | AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE
134 | OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE
135 | OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY
136 | ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
137 | THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS
138 | SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR
139 | A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED
140 | ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT
141 | SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
142 | DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE
143 | CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN
144 | APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
145 | CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE
146 | BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED
147 | THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE
148 | MATERIAL ADVERSE CHANGES IN THE OFFERING.

149 | 2. Contain the following caveat in conspicuous type on the
150 | first page of the contract: ORAL REPRESENTATIONS CANNOT BE

151 RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE
152 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE
153 TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503,
154 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR
155 LESSEE.

156 3. If the unit has been occupied by someone other than the
157 buyer, contain a statement that the unit has been occupied.

158 4. If the contract is for the sale or transfer of a unit
159 subject to a lease, include as an exhibit a copy of the executed
160 lease and shall contain within the text in conspicuous type: THE
161 UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

162 5. If the contract is for the lease of a unit for a term
163 of 5 years or more, include as an exhibit a copy of the proposed
164 lease.

165 6. If the contract is for the sale or lease of a unit that
166 is subject to a lien for rent payable under a lease of a
167 recreational facility or other commonly used facility, contain
168 within the text the following statement in conspicuous type:
169 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A
170 LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES.
171 FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

172 7. State the name and address of the escrow agent required
173 by s. 718.202 and state that the purchaser may obtain a receipt
174 for his or her deposit from the escrow agent upon request.

175 8. If the contract is for the sale or transfer of a unit

176 in a condominium in which timeshare estates have been or may be
 177 created, contain within the text in conspicuous type: UNITS IN
 178 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES. The contract
 179 for the sale of a fee interest in a timeshare estate shall also
 180 contain, in conspicuous type, the following: FOR THE PURPOSE OF
 181 AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING
 182 AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE
 183 MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER
 184 FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A
 185 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO
 186 THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

187 9. Contain within the text the following statement in
 188 conspicuous type:

189
 190 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR
 191 DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS
 192 THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH
 193 BUYER'S INSURANCE AGENT.

194
 195 DEVELOPER IS IS NOT AWARE OF DAMAGE TO THE PROPERTY
 196 CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE
 197 PROPERTY.

198
 199 DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN INSURANCE
 200 PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON

201 ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE
 202 NATIONAL FLOOD INSURANCE PROGRAM.

203
 204 DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE FOR FLOOD
 205 DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
 206 LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT
 207 AGENCY.

208
 209 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A
 210 GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION
 211 OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF
 212 INLAND OR TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
 213 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH
 214 AS A RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS OF
 215 STANDING WATER RESULTING FROM RAINFALL.

216 **Section 4.** This act shall take effect October 1, 2025.