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LEGISLATIVE ACTION

Senate

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House

The Committee on Community Affairs (Leek) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Section 83.505, Florida Statutes, is created to
read:

83.505 Electronic delivery of notices.-

(1) A landlord or tenant may electronically deliver via an
e-mail address any notices required under this part to the other
party if the parties have signed an addendum to the rental



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11 agreement, in substantially the following form, specifically
12 agreeing to the electronic delivery of notices and providing a
13 valid e-mail address for such purpose:

14

15 Landlord election:

16 I ...(name)..., the landlord or the landlord's agent, agree
17 to receive notices required by the rental agreement or under
18 part II of chapter 83, Florida Statutes, from the tenant by e-
19 mail. I designate the following e-mail address for receipt of
20 notices from the tenant: ...(landlord's or landlord's agent's e-
21 mail address)....

22 I do not agree to receive notices by e-mail.

23

24 Tenant election:

25 I ...(name)..., the tenant, agree to receive notices required
26 by the rental agreement or under part II of chapter 83, Florida
27 Statutes, from the landlord by e-mail. I designate the following
28 e-mail address for receipt of notices from the landlord:
29 ...(tenant's e-mail address)....

30 I do not agree to receive notices by e-mail.

31

32 (2) A party who agrees to electronic delivery may revoke
33 such agreement at any time by providing written notice to the
34 other party. Such revocation takes effect upon delivery of the
35 written notice to the other party and does not affect the
36 validity of any notice previously sent by e-mail.

37 (3) A party may update the e-mail address designated for
38 electronic delivery at any time by providing written notice to
39 the other party specifying the new e-mail address. The update



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40 takes effect upon delivery of the written notice to the other
41 party.

42 (4) A notice sent electronically pursuant to this section
43 is deemed delivered at the time it is sent, unless the e-mail is
44 returned to the sender as undeliverable.

45 (5) The sender of the e-mail must maintain a copy of any
46 notice sent electronically and evidence of the transmission of
47 the e-mail.

48 (6) This section does not preclude service of notices by
49 any other means permitted by law.

50 Section 2. Paragraphs (a) and (d) of subsection (2),
51 paragraph (a) of subsection (3), and subsections (4), (5), (8),
52 and (9) of section 83.49, Florida Statutes, are amended to read:

53 83.49 Deposit money or advance rent; duty of landlord and
54 tenant.—

55 (2) The landlord shall, in the lease agreement or within 30
56 days after receipt of advance rent or a security deposit, give
57 written notice to the tenant which includes disclosure of the
58 advance rent or security deposit. Subsequent to providing such
59 written notice, if the landlord changes the manner or location
60 in which he or she is holding the advance rent or security
61 deposit, he or she must notify the tenant within 30 days after
62 the change as provided in paragraphs (a)-(d). The landlord is
63 not required to give new or additional notice solely because the
64 depository has merged with another financial institution,
65 changed its name, or transferred ownership to a different
66 financial institution. This subsection does not apply to any
67 landlord who rents fewer than five individual dwelling units.
68 Failure to give this notice is not a defense to the payment of



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69 rent when due. The written notice must:

70 (a) Be given in person or delivered by mail or e-mail in
71 accordance with s. 83.505 to the tenant.

72 (d) Contain the following disclosure:

73

74 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
75 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
76 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
77 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
78 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
79 LANDLORD MUST PROVIDE YOU WRITTEN ~~MAIL YOU~~ NOTICE IN PERSON, BY
80 MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA
81 STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
82 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
83 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
84 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE
85 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING
86 DEPOSIT, IF ANY.

87

88 IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE
89 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT
90 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A
91 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY
92 LATER FILE A LAWSUIT CLAIMING A REFUND.

93

94 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
95 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT
96 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
97 THE LOSING PARTY.



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98

99 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,
100 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND
101 OBLIGATIONS.

102

103 (3) The landlord or the landlord's agent may disburse
104 advance rents from the deposit account to the landlord's benefit
105 when the advance rental period commences and without notice to
106 the tenant. For all other deposits:

107 (a) Upon the vacating of the premises for termination of
108 the rental agreement lease, if the landlord does not intend to
109 impose a claim on the security deposit, the landlord must ~~shall~~
110 ~~have 15 days to~~ return the security deposit together with
111 interest if otherwise required within 15 days after the
112 termination of the rental agreement. If the landlord intends to
113 impose a claim on the deposit, ~~or~~ the landlord must, within 30
114 days after the termination of the rental agreement, provide
115 ~~shall have 30 days to give~~ the tenant written notice by
116 certified mail to the tenant's last known mailing address or by
117 e-mail in accordance with s. 83.505 of his or her intention to
118 impose a claim on the deposit and the reason for imposing the
119 claim. The written notice must ~~shall~~ contain a statement in
120 substantially the following form:

121

122 This is a notice of my intention to impose a claim for
123 damages in the amount of upon your security deposit, due to
124 It is sent to you as required by s. 83.49(3), Florida
125 Statutes. You are hereby notified that you must object in
126 writing to this deduction from your security deposit within 15



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127 days after ~~from~~ the time you receive this notice or I will be
128 authorized to deduct my claim from your security deposit. Your
129 objection must be sent to ...(landlord's address)....

130
131 If the landlord fails to give the required written notice within
132 the 30-day period, he or she forfeits the right to impose a
133 claim upon the security deposit and may not seek a setoff
134 against the deposit but may file an action for damages after
135 returning ~~return of~~ the security deposit to the tenant.

136 (4) ~~The provisions of~~ This section does ~~de~~ not apply to
137 transient rentals by hotels or motels as defined in chapter 509
138 or; nor do they apply in those instances in which the amount of
139 rent or deposit, or both, is regulated by law or by rules or
140 regulations of a public body, including public housing
141 authorities and federally administered or regulated housing
142 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
143 of the National Housing Act, as amended, other than for rent
144 stabilization. With the exception of subsections (3), (5), and
145 (6), this section is not applicable to housing authorities or
146 public housing agencies created pursuant to chapter 421 or other
147 statutes.

148 (5) Except when otherwise provided by the terms of a
149 written rental agreement ~~lease~~, any tenant who vacates or
150 abandons the premises before ~~prior to~~ the expiration of the term
151 specified in the rental agreement ~~written lease~~, or any tenant
152 who vacates or abandons premises which are the subject of a
153 tenancy from week to week, month to month, quarter to quarter,
154 or year to year, must ~~shall~~ give at least 7 days' written notice
155 by certified mail or personal delivery to the landlord before



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156 ~~prior to~~ vacating or abandoning the premises, which notice must
157 ~~shall~~ include the address where the tenant may be reached.
158 Failure to give such notice relieves ~~shall relieve~~ the landlord
159 of the notice requirement of paragraph (3) (a) but does ~~shall~~ not
160 waive any right the tenant may have to the security deposit or
161 any part of it.

162 (8) Any person licensed under ~~the provisions of~~ s. 509.241,
163 unless excluded by the provisions of this part, who fails to
164 comply with ~~the provisions of~~ this part is ~~shall be~~ subject to a
165 fine or to the suspension or revocation of his or her license by
166 the Division of Hotels and Restaurants of the Department of
167 Business and Professional Regulation in the manner provided in
168 s. 509.261.

169 (9) In those cases in which interest is required to be paid
170 to the tenant, the landlord must ~~shall~~ pay directly to the
171 tenant, or credit against the current month's rent, the interest
172 due to the tenant at least once annually. However, a landlord is
173 not required to pay interest to ~~no interest shall be due~~ a
174 tenant who wrongfully terminates his or her tenancy before ~~prior~~
175 ~~to~~ the end of the rental term.

176 Section 3. Section 83.50, Florida Statutes, is amended to
177 read:

178 83.50 Disclosure of landlord's address.—In addition to any
179 other disclosure required by law, the landlord, or a person
180 authorized to enter into a rental agreement on the landlord's
181 behalf, shall disclose in writing to the tenant, at or before
182 the commencement of the tenancy, the name and address of the
183 landlord or a person authorized to receive notices and demands
184 in the landlord's behalf. The person so authorized to receive



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185 notices and demands retains authority until the tenant is
186 notified otherwise. All notices of such names and addresses or
187 changes thereto must ~~shall~~ be delivered to the tenant's
188 residence or, if specified in writing by the tenant, to any
189 other address, or such notices may be sent by e-mail in
190 accordance with s. 83.505.

191 Section 4. Paragraph (a) of subsection (2) of section
192 83.51, Florida Statutes, is amended to read:

193 83.51 Landlord's obligation to maintain premises.—

194 (2) (a) Unless otherwise agreed in writing, in addition to
195 the requirements of subsection (1), the landlord of a dwelling
196 unit other than a single-family home or duplex shall, at all
197 times during the tenancy, make reasonable provisions for:

198 1. The extermination of rats, mice, roaches, ants, wood-
199 destroying organisms, and bedbugs. If the tenant must vacate
200 ~~When vacation of the premises is required~~ for such
201 extermination, the landlord is not liable for damages but must
202 ~~shall~~ abate the rent. The landlord must provide 7 days' written
203 notice, in person, by mail, or by e-mail in accordance with s.
204 83.505, to the tenant if the tenant must temporarily vacate the
205 premises for a period of time not to exceed 4 days, on 7 days'
206 ~~written notice, if necessary,~~ for extermination pursuant to this
207 subparagraph. A tenant is only required to vacate the premises
208 for a period of time not to exceed 4 days.

209 2. Locks and keys.

210 3. The clean and safe condition of common areas.

211 4. Garbage removal and outside receptacles therefor.

212 5. Functioning facilities for heat during winter, running
213 water, and hot water.



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214 Section 5. Subsection (4) of section 83.56, Florida
215 Statutes, is amended to read:

216 83.56 Termination of rental agreement.—

217 (4) The delivery of the written notices required by
218 subsections (1), (2), and (3) shall be by mailing, delivering ~~or~~
219 ~~delivery of~~ a true copy thereof, e-mailing in accordance with s.
220 83.505, or, if the tenant is absent from the premises, by
221 leaving a copy thereof at the residence. The notice requirements
222 of subsections (1), (2), and (3) may not be waived in the rental
223 agreement lease.

224 Section 6. Subsections (1) and (2) of section 83.575,
225 Florida Statutes, are amended to read:

226 83.575 Termination of tenancy with specific duration.—

227 (1) A rental agreement with a specific duration may contain
228 a provision requiring the tenant to notify the landlord within a
229 specified period before vacating the premises at the end of the
230 rental agreement, if such provision also requires the landlord
231 to notify the tenant in a manner prescribed by s. 83.56(4)
232 within such notice period if the rental agreement will not be
233 renewed. ~~;~~ ~~however,~~ A rental agreement may not require less than
234 30 days' notice or more than 60 days' notice from either the
235 tenant or the landlord.

236 (2) A rental agreement with a specific duration may provide
237 that if a tenant fails to give the required notice before
238 vacating the premises at the end of the rental agreement, the
239 tenant may be liable for liquidated damages as specified in the
240 rental agreement if the landlord provides written notice to the
241 tenant specifying the tenant's obligations under the
242 notification provision contained in the rental agreement lease



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243 and the date the rental agreement is terminated. The landlord
244 must provide such written notice to the tenant in a manner
245 prescribed by s. 83.56(4) within 15 days before the start of the
246 notification period contained in the rental agreement ~~lease~~. The
247 written notice must ~~shall~~ list all fees, penalties, and other
248 charges applicable to the tenant under this subsection.

249 Section 7. This act shall take effect July 1, 2025.

250
251 ===== T I T L E A M E N D M E N T =====

252 And the title is amended as follows:

253 Delete everything before the enacting clause
254 and insert:

255 A bill to be entitled
256 An act relating to electronic delivery of notices
257 between landlords and tenants; creating s. 83.505,
258 F.S.; authorizing a landlord or tenant to
259 electronically deliver notices to the other party if
260 certain conditions are met; requiring that an addendum
261 to a rental agreement be in a specified form;
262 authorizing a party to revoke its agreement to
263 electronic delivery without invalidating notices
264 previously sent by e-mail; specifying when such
265 revocation takes effect; authorizing a party to update
266 its e-mail address; specifying when such update takes
267 effect; providing that a notice delivered by e-mail is
268 deemed delivered at the time the e-mail is sent;
269 providing an exception; requiring the sender of the e-
270 mail to maintain certain information; providing
271 construction; amending ss. 83.49, 83.50, 83.51, 83.56,



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and 83.575, F.S.; conforming provisions to changes
made by the act; making technical changes; providing
an effective date.