

By Senator Leek

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1 A bill to be entitled  
2 An act relating to the delivery of notices from  
3 landlords to tenants; creating s. 83.505, F.S.;  
4 authorizing a landlord to deliver any required notice  
5 to a tenant by e-mail if the tenant signs an addendum  
6 to his or her rental agreement which specifically  
7 agrees to such delivery; requiring a tenant who agrees  
8 to such addendum to provide the landlord with his or  
9 her valid e-mail address; providing that such delivery  
10 is deemed delivered when sent; providing an exception;  
11 requiring a landlord to maintain copies of any notice  
12 sent by e-mail, with evidence of transmission;  
13 providing that this section does not preclude delivery  
14 in any other way authorized by law; amending ss.  
15 83.20, 83.49, 83.50, and 83.56, F.S.; conforming  
16 provisions to changes made by the act; providing an  
17 effective date.

18  
19 Be It Enacted by the Legislature of the State of Florida:

20  
21 Section 1. Section 83.505, Florida Statutes, is created to  
22 read:

23 83.505 E-mail delivery of notice by landlord.-

24 (1) A landlord may deliver any notice required by this part  
25 to a tenant by e-mail if the tenant signs an addendum to his or  
26 her rental agreement specifically agreeing to the delivery of  
27 notices by e-mail and has provided a valid e-mail address for  
28 such purpose.

29 (2) A notice delivered by e-mail in accordance with this

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30 section is deemed delivered when sent, unless the e-mail is  
31 returned to the landlord as undeliverable.

32 (3) The landlord shall maintain a copy of any notice sent  
33 by e-mail, along with evidence of transmission.

34 (4) This section does not preclude the service of notices  
35 by any other means authorized by law.

36 Section 2. Subsections (2) and (3) of section 83.20,  
37 Florida Statutes, are amended to read:

38 83.20 Causes for removal of tenants.—Any tenant or lessee  
39 at will or sufferance, or for part of the year, or for one or  
40 more years, of any houses, lands or tenements, and the assigns,  
41 under tenants or legal representatives of such tenant or lessee,  
42 may be removed from the premises in the manner hereinafter  
43 provided in the following cases:

44 (2) Where such person holds over without permission as  
45 aforesaid, after any default in the payment of rent pursuant to  
46 the agreement under which the premises are held, and 3 days'  
47 notice in writing requiring the payment of the rent or the  
48 possession of the premises has been served by the person  
49 entitled to the rent on the person owing the same. The service  
50 of the notice shall be by delivery of a true copy thereof, by e-  
51 mail pursuant to s. 83.505, or, if the tenant is absent from the  
52 rented premises, by leaving a copy thereof at such place.

53 (3) Where such person holds over without permission after  
54 failing to cure a material breach of the lease or oral  
55 agreement, other than nonpayment of rent, and when 15 days'  
56 written notice requiring the cure of such breach or the  
57 possession of the premises has been served on the tenant. This  
58 subsection applies only when the lease is silent on the matter

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59 or when the tenancy is an oral one at will. The notice may give  
60 a longer time period for cure of the breach or surrender of the  
61 premises. In the absence of a lease provision prescribing the  
62 method for serving notices, service must be by mail, e-mail  
63 pursuant to s. 83.505, hand delivery, or, if the tenant is  
64 absent from the rental premises or the address designated by the  
65 lease, by posting.

66 Section 3. Paragraphs (a) and (d) of subsection (2) and  
67 paragraph (a) of subsection (3) of section 83.49, Florida  
68 Statutes, are amended to read:

69 83.49 Deposit money or advance rent; duty of landlord and  
70 tenant.—

71 (2) The landlord shall, in the lease agreement or within 30  
72 days after receipt of advance rent or a security deposit, give  
73 written notice to the tenant which includes disclosure of the  
74 advance rent or security deposit. Subsequent to providing such  
75 written notice, if the landlord changes the manner or location  
76 in which he or she is holding the advance rent or security  
77 deposit, he or she must notify the tenant within 30 days after  
78 the change as provided in paragraphs (a)-(d). The landlord is  
79 not required to give new or additional notice solely because the  
80 depository has merged with another financial institution,  
81 changed its name, or transferred ownership to a different  
82 financial institution. This subsection does not apply to any  
83 landlord who rents fewer than five individual dwelling units.  
84 Failure to give this notice is not a defense to the payment of  
85 rent when due. The written notice must:

86 (a) Be given in person, by e-mail pursuant to s. 83.505, or  
87 by mail to the tenant.

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88 (d) Contain the following disclosure:  
89

90 YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE  
91 LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S  
92 ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
93 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS  
94 SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING  
95 YOUR DEPOSIT. THE LANDLORD MUST MAIL OR, IF AGREED TO  
96 BY ADDENDUM PURSUANT TO S. 83.505, FLORIDA STATUTES,  
97 E-MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT,  
98 OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE  
99 DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING  
100 YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER  
101 RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL  
102 COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING  
103 DEPOSIT, IF ANY.  
104

105 IF THE LANDLORD FAILS TO TIMELY MAIL OR E-MAIL YOU  
106 NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY  
107 LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU  
108 FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY  
109 COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A  
110 LAWSUIT CLAIMING A REFUND.  
111

112 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE  
113 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE  
114 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND  
115 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.  
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117 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF  
118 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL  
119 RIGHTS AND OBLIGATIONS.

120  
121 (3) The landlord or the landlord's agent may disburse  
122 advance rents from the deposit account to the landlord's benefit  
123 when the advance rental period commences and without notice to  
124 the tenant. For all other deposits:

125 (a) Upon the vacating of the premises for termination of  
126 the lease, if the landlord does not intend to impose a claim on  
127 the security deposit, the landlord shall have 15 days to return  
128 the security deposit together with interest if otherwise  
129 required, or the landlord shall have 30 days to give the tenant  
130 written notice by certified mail to the tenant's last known  
131 mailing address or by e-mail pursuant to s. 83.505 of his or her  
132 intention to impose a claim on the deposit and the reason for  
133 imposing the claim. The notice shall contain a statement in  
134 substantially the following form:

135  
136 This is a notice of my intention to impose a claim for  
137 damages in the amount of .... upon your security deposit, due to  
138 ..... It is sent to you as required by s. 83.49(3), Florida  
139 Statutes. You are hereby notified that you must object in  
140 writing or by e-mail to this deduction from your security  
141 deposit within 15 days from the time you receive this notice or  
142 I will be authorized to deduct my claim from your security  
143 deposit. Your objection must be sent to ...(landlord's  
144 address)....

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146 If the landlord fails to give the required notice within the 30-  
147 day period, he or she forfeits the right to impose a claim upon  
148 the security deposit and may not seek a setoff against the  
149 deposit but may file an action for damages after return of the  
150 deposit.

151 Section 4. Section 83.50, Florida Statutes, is amended to  
152 read:

153 83.50 Disclosure of landlord's address.—In addition to any  
154 other disclosure required by law, the landlord, or a person  
155 authorized to enter into a rental agreement on the landlord's  
156 behalf, shall disclose in writing or by e-mail pursuant to s.  
157 83.505 to the tenant, at or before the commencement of the  
158 tenancy, the name and address of the landlord or a person  
159 authorized to receive notices and demands in the landlord's  
160 behalf. The person so authorized to receive notices and demands  
161 retains authority until the tenant is notified otherwise. All  
162 notices of such names and addresses or changes thereto shall be  
163 delivered to the tenant's residence, by e-mail if agreed to  
164 pursuant to s. 83.505, or, if specified in writing by the  
165 tenant, to any other address.

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

168 83.56 Termination of rental agreement.—

169 (4) The delivery of the written notices required by  
170 subsections (1), (2), and (3) shall be by mailing or delivery of  
171 a true copy thereof, by e-mail if applicable pursuant to s.  
172 83.505, or, if the tenant is absent from the premises, by  
173 leaving a copy thereof at the residence. The notice requirements  
174 of subsections (1), (2), and (3) may not be waived in the lease.

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Section 6. This act shall take effect July 1, 2025.