

By the Committee on Community Affairs; and Senator Leek

578-03101-25

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A bill to be entitled
An act relating to electronic delivery of notices
between landlords and tenants; creating s. 83.505,
F.S.; authorizing a landlord or tenant to
electronically deliver notices to the other party if
certain conditions are met; requiring that an addendum
to a rental agreement be in a specified form;
authorizing a party to revoke its agreement to
electronic delivery without invalidating notices
previously sent by e-mail; specifying when such
revocation takes effect; authorizing a party to update
its e-mail address; specifying when such update takes
effect; providing that a notice delivered by e-mail is
deemed delivered at the time the e-mail is sent;
providing an exception; requiring the sender of the e-
mail to maintain certain information; providing
construction; amending ss. 83.49, 83.50, 83.51, 83.56,
and 83.575, F.S.; conforming provisions to changes
made by the act; making technical changes; providing
an effective date.

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

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

33
34 Landlord election:

35 ☐ I ...(name)..., the landlord or the landlord's
36 agent, agree to receive notices required by the rental
37 agreement or under part II of chapter 83, Florida
38 Statutes, from the tenant by e-mail. I designate the
39 following e-mail address for receipt of notices from
40 the tenant: ...(landlord's or landlord's agent's e-
41 mail address)....

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

43
44 Tenant election:

45 ☐ I ...(name)..., the tenant, agree to receive
46 notices required by the rental agreement or under part
47 II of chapter 83, Florida Statutes, from the landlord
48 by e-mail. I designate the following e-mail address
49 for receipt of notices from the landlord: ...(tenant's
50 e-mail address)....

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

52
53 (2) A party who agrees to electronic delivery may revoke
54 such agreement at any time by providing written notice to the
55 other party. Such revocation takes effect upon delivery of the
56 written notice to the other party and does not affect the
57 validity of any notice previously sent by e-mail.

58 (3) A party may update the e-mail address designated for

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59 electronic delivery at any time by providing written notice to
60 the other party specifying the new e-mail address. The update
61 takes effect upon delivery of the written notice to the other
62 party.

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

66 (5) The sender of the e-mail must maintain a copy of any
67 notice sent electronically and evidence of the transmission of
68 the e-mail.

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

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

74 83.49 Deposit money or advance rent; duty of landlord and
75 tenant.—

76 (2) The landlord shall, in the lease agreement or within 30
77 days after receipt of advance rent or a security deposit, give
78 written notice to the tenant which includes disclosure of the
79 advance rent or security deposit. Subsequent to providing such
80 written notice, if the landlord changes the manner or location
81 in which he or she is holding the advance rent or security
82 deposit, he or she must notify the tenant within 30 days after
83 the change as provided in paragraphs (a)-(d). The landlord is
84 not required to give new or additional notice solely because the
85 depository has merged with another financial institution,
86 changed its name, or transferred ownership to a different
87 financial institution. This subsection does not apply to any

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landlord who rents fewer than five individual dwelling units.
Failure to give this notice is not a defense to the payment of
rent when due. The written notice must:

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

(d) Contain the following disclosure:

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

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

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

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

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

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

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146 This is a notice of my intention to impose a claim for
147 damages in the amount of upon your security
148 deposit, due to It is sent to you as required by
149 s. 83.49(3), Florida Statutes. You are hereby notified
150 that you must object in writing to this deduction from
151 your security deposit within 15 days after ~~from~~ the
152 time you receive this notice or I will be authorized
153 to deduct my claim from your security deposit. Your
154 objection must be sent to ...(landlord's address)....
155

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

161 (4) ~~The provisions of~~ This section does ~~do~~ not apply to
162 transient rentals by hotels or motels as defined in chapter 509
163 ~~or, nor do they apply~~ in those instances in which the amount of
164 rent or deposit, or both, is regulated by law or by rules or
165 regulations of a public body, including public housing
166 authorities and federally administered or regulated housing
167 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
168 of the National Housing Act, as amended, other than for rent
169 stabilization. With the exception of subsections (3), (5), and
170 (6), this section is not applicable to housing authorities or
171 public housing agencies created pursuant to chapter 421 or other
172 statutes.

173 (5) Except when otherwise provided by the terms of a
174 written rental agreement ~~lease~~, any tenant who vacates or

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175 abandons the premises before ~~prior to~~ the expiration of the term
176 specified in the rental agreement ~~written lease~~, or any tenant
177 who vacates or abandons premises which are the subject of a
178 tenancy from week to week, month to month, quarter to quarter,
179 or year to year, must ~~shall~~ give at least 7 days' written notice
180 by certified mail or personal delivery to the landlord before
181 ~~prior to~~ vacating or abandoning the premises, which notice must
182 ~~shall~~ include the address where the tenant may be reached.
183 Failure to give such notice relieves ~~shall relieve~~ the landlord
184 of the notice requirement of paragraph (3)(a) but does ~~shall~~ not
185 waive any right the tenant may have to the security deposit or
186 any part of it.

187 (8) Any person licensed under ~~the provisions of~~ s. 509.241,
188 unless excluded by the provisions of this part, who fails to
189 comply with ~~the provisions of~~ this part is ~~shall be~~ subject to a
190 fine or to the suspension or revocation of his or her license by
191 the Division of Hotels and Restaurants of the Department of
192 Business and Professional Regulation in the manner provided in
193 s. 509.261.

194 (9) In those cases in which interest is required to be paid
195 to the tenant, the landlord must ~~shall~~ pay directly to the
196 tenant, or credit against the current month's rent, the interest
197 due to the tenant at least once annually. However, a landlord is
198 not required to pay interest to ~~no interest shall be due a~~
199 tenant who wrongfully terminates his or her tenancy before ~~prior~~
200 ~~to~~ the end of the rental term.

201 Section 3. Section 83.50, Florida Statutes, is amended to
202 read:

203 83.50 Disclosure of landlord's address.—In addition to any

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other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall 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 in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto must ~~shall~~ be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address, or such notices may be sent by e-mail in accordance with s. 83.505.

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

83.51 Landlord's obligation to maintain premises.—

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

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

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233 for a period of time not to exceed 4 days.

234 2. Locks and keys.

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

236 4. Garbage removal and outside receptacles therefor.

237 5. Functioning facilities for heat during winter, running
238 water, and hot water.

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

241 83.56 Termination of rental agreement.—

242 (4) The delivery of the written notices required by
243 subsections (1), (2), and (3) shall be by mailing, delivering or
244 ~~delivery of~~ a true copy thereof, e-mailing in accordance with s.
245 83.505, or, if the tenant is absent from the premises, by
246 leaving a copy thereof at the residence. The notice requirements
247 of subsections (1), (2), and (3) may not be waived in the rental
248 agreement lease.

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

251 83.575 Termination of tenancy with specific duration.—

252 (1) A rental agreement with a specific duration may contain
253 a provision requiring the tenant to notify the landlord within a
254 specified period before vacating the premises at the end of the
255 rental agreement, if such provision also requires the landlord
256 to notify the tenant in a manner prescribed by s. 83.56(4)
257 within such notice period if the rental agreement will not be
258 renewed. ~~— however, A rental agreement may not require less than~~
259 30 days' notice or more than 60 days' notice from either the
260 tenant or the landlord.

261 (2) A rental agreement with a specific duration may provide

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that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the rental agreement ~~lease~~ and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant in a manner prescribed by s. 83.56(4) within 15 days before the start of the notification period contained in the rental agreement ~~lease~~. The written notice must ~~shall~~ list all fees, penalties, and other charges applicable to the tenant under this subsection.

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