

By Senator Davis

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1 A bill to be entitled
2 An act relating to housing; providing a short title;
3 creating s. 20.71, F.S.; creating the Department of
4 Housing and Tenant Rights; requiring the secretary,
5 the head of the department, to be appointed by the
6 Governor and confirmed by the Senate; providing duties
7 of the secretary; providing the purpose of the
8 department; requiring that a report on the
9 implementation of an empty homes tax be provided to
10 the Governor and Legislature by a specified date;
11 providing government reorganization for certain
12 chapters of law; amending s. 83.43, F.S.; revising the
13 definitions of the terms "rent" and "tenant"; creating
14 s. 83.455, F.S.; providing requirements for rental
15 agreements; requiring that rental agreements include
16 certain information; amending s. 83.46, F.S.;
17 providing requirements relating to a written notice of
18 a planned rent increase provided to tenants; amending
19 s. 83.47, F.S.; providing that certain provisions in a
20 rental agreement are void and unenforceable; amending
21 s. 83.49, F.S.; providing requirements relating to
22 security deposits; deleting the option for a landlord
23 to deposit certain money into a non-interest-bearing
24 account; revising written notice requirements to
25 tenants; providing for damages if a landlord fails to
26 meet certain requirements; creating s. 83.495, F.S.;
27 providing a short title; prohibiting landlords from
28 requiring prospective tenants to pay certain fees;
29 providing construction; amending s. 83.51, F.S.;

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30 requiring a landlord to inspect a dwelling unit at a
31 specified time to ensure compliance with applicable
32 codes; amending s. 83.54, F.S.; requiring that certain
33 records be removed from a tenant's credit report under
34 certain circumstances; amending s. 83.56, F.S.;
35 revising and specifying grounds for termination of a
36 rental agreement; requiring landlords to provide
37 certain tenants a specified amount of time to vacate
38 the premises before bringing a specified action;
39 amending s. 83.60, F.S.; deleting a requirement that
40 certain money be paid into the registry of the court;
41 creating s. 83.626, F.S.; authorizing tenants, mobile
42 home owners, mobile home tenants, and mobile home
43 occupants who are defendants in certain eviction
44 proceedings to file a motion with the court to have
45 the records of such proceedings sealed and to have
46 their names substituted on the progress docket under
47 certain conditions; requiring the court to grant such
48 motions without a hearing if certain requirements are
49 met; authorizing that such relief be granted only
50 once; requiring tenants, mobile home owners, mobile
51 home tenants, or mobile home occupants to submit a
52 specified sworn statement; requiring the court to
53 substitute a defendant's name on the progress docket
54 under certain circumstances; prohibiting certain
55 defendants from being eligible for such relief;
56 providing for retroactive applicability; amending s.
57 83.63, F.S.; conforming a cross-reference; amending s.
58 83.67, F.S.; prohibiting a landlord from engaging in

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59 certain conduct; defining terms; creating s. 83.675,
60 F.S.; defining terms; requiring a landlord to give
61 tenants the opportunity to purchase the dwelling unit
62 or premises under certain circumstances; providing
63 requirements for an offer of sale; authorizing a
64 tenant to challenge an offer of sale; creating s.
65 83.676, F.S.; defining terms; prohibiting a landlord
66 from evicting a tenant or terminating a rental
67 agreement because the tenant or the tenant's minor
68 child is a victim of actual or threatened domestic
69 violence, dating violence, sexual violence, or
70 stalking; specifying that a rental agreement may not
71 include certain provisions; authorizing a victim of
72 such actual or threatened violence or stalking to
73 terminate a rental agreement under certain
74 circumstances; requiring that certain documentation
75 and written notice be provided to the landlord;
76 providing for liability for unpaid rent for the tenant
77 and the perpetrator, if applicable; specifying that a
78 tenant does not forfeit certain money paid to the
79 landlord for terminating the rental agreement under
80 certain circumstances; requiring a landlord to change
81 the locks of the dwelling unit within a specified time
82 period under certain circumstances; authorizing the
83 tenant to change the locks under certain
84 circumstances; prohibiting certain actions by a
85 landlord under certain circumstances; authorizing the
86 filing of a civil action and an award of damages,
87 fees, and costs under certain circumstances;

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88 prohibiting the waiver or modification of certain
89 provisions; creating s. 83.685, F.S.; prohibiting the
90 purchase of single-family homes for a specified
91 purpose in certain circumstances; authorizing civil
92 investigations and actions; authorizing the award of
93 certain relief; requiring joinder of certain parties
94 in certain circumstances for specified purposes;
95 providing for joint and several liability; providing
96 construction; defining the terms "affiliate" and
97 "person"; amending s. 163.31801, F.S.; authorizing
98 local governments and special districts to adopt a
99 specified impact fee; requiring that the revenue
100 generated from such impact fee be used for a specified
101 purpose; creating s. 166.0452, F.S.; defining terms;
102 authorizing municipalities to create community land
103 bank programs for a certain purpose; requiring certain
104 municipalities annually to develop and adopt a
105 community land bank plan; providing requirements for
106 such plan; requiring a public hearing on the proposed
107 plan before its adoption; requiring notice to certain
108 entities; requiring that the proposed plan be made
109 public within a certain timeframe before the public
110 hearing; providing requirements for the sale of
111 certain property to land banks; providing that such
112 sale is for a public purpose; prohibiting certain
113 persons from challenging the market value of property
114 under certain circumstances; requiring that written
115 notice of a sale of such property be provided to
116 certain persons in a certain manner within a specified

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117 timeframe; authorizing the owner of certain property
118 to contest the sale of such property and requiring
119 that such property be sold in a different manner;
120 specifying that the owner of certain property is not
121 entitled to proceeds from the sale and is not liable
122 for certain deficiencies; authorizing land banks to
123 buy certain property for less than market value under
124 certain circumstances; conveying the right, title, and
125 interest in certain property to land banks; requiring
126 land banks to offer qualified organizations a right of
127 first refusal to purchase certain property; providing
128 requirements for the right of first refusal; providing
129 conditions for the subsequent resale of property
130 acquired by land banks; requiring certain deed
131 restrictions on certain property; providing
132 requirements for such deed restrictions; authorizing
133 the modification of or addition to deed restrictions;
134 requiring land banks to maintain certain records;
135 requiring land banks to file annual audited financial
136 statements within a certain timeframe; requiring land
137 banks to submit an annual performance report to a
138 municipality by a certain date; providing requirements
139 for such report; requiring that copies of such report
140 be provided to certain entities and made available for
141 public review; providing applicability; amending s.
142 196.061, F.S.; providing that rental of certain
143 homestead property does not constitute abandonment in
144 specified circumstances; creating s. 201.025, F.S.;

145 providing the amount of documentary stamp tax imposed

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146 on purchases of certain property by certain entities;
147 requiring revenue generated by such tax to be
148 deposited into the Florida Affordable Housing Trust
149 Fund; providing exceptions; creating s. 220.1851,
150 F.S.; defining terms; authorizing a tax credit for
151 certain projects; providing the maximum value of such
152 credit; authorizing the Florida Housing Finance
153 Corporation to allocate the tax credit among certain
154 projects; authorizing that the tax credit be
155 transferred by the recipient; requiring the Department
156 of Revenue to adopt rules; creating s. 420.50931,
157 F.S.; creating the retail-to-residence tax credit
158 Program for a certain purpose; requiring the
159 corporation to determine which projects are eligible
160 for the tax credit; requiring the corporation to
161 establish and adopt certain procedures and to prepare
162 a specified annual plan; requiring that such plan be
163 approved by the Governor; authorizing the corporation
164 to exercise certain powers; requiring the board of
165 directors of the corporation to administer certain
166 procedures and determine allocations on behalf of the
167 corporation; providing requirements for certain
168 procedures; requiring taxpayers to submit an
169 application with certain information to the
170 corporation; authorizing the corporation to request
171 additional information; providing requirements for the
172 approval of an application for a project; creating s.
173 420.5098, F.S.; creating the Affordable Housing
174 Construction Loan Program for a certain purpose;

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175 providing the corporation with certain powers and
176 responsibilities relating to the program; providing
177 requirements for the program; providing rulemaking
178 authority; providing an effective date.

179
180 Be It Enacted by the Legislature of the State of Florida:

181
182 Section 1. This act may be cited as the "Keep Floridians
183 Housed Act."

184 Section 2. Section 20.71, Florida Statutes, is created to
185 read:

186 20.71 Department of Housing and Tenant Rights.—

187 (1) There is created the Department of Housing and Tenant
188 Rights.

189 (2) The head of the department is the secretary, who shall
190 be appointed by the Governor, subject to confirmation by the
191 Senate. The secretary shall serve at the pleasure of and report
192 to the Governor. The secretary may appoint deputy and assistant
193 secretaries as necessary to aid the secretary in fulfilling his
194 or her statutory obligations. The secretary may create offices
195 or divisions within the department to promote efficient and
196 effective operation of the department.

197 (3) The purpose of the department is to assist the Governor
198 in working with the Legislature, state agencies, and other
199 interested entities to formulate and implement coherent and
200 consistent policies and strategies designed to combat affordable
201 housing and homelessness issues in the state, assist with
202 housing and urban development, and perpetuate amicable landlord-
203 tenant relationships.

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204 (4) The department shall, by January 1, 2026, conduct
205 research and submit a report to the Governor, the President of
206 the Senate, and the Speaker of the House of Representatives on a
207 cost-benefit analysis of implementing an empty homes tax.

208 (5) The department shall take over the role of state
209 government from other departments that currently administer
210 chapter 83 and chapters 419-423.

211 Section 3. Subsections (12) and (17) of section 83.43,
212 Florida Statutes, are amended to read:

213 83.43 Definitions.—As used in this part, the following
214 words and terms shall have the following meanings unless some
215 other meaning is plainly indicated:

216 (12) "Rent" means the periodic payments due the landlord
217 from the tenant for occupancy under a rental agreement ~~and any~~
218 ~~other payments due the landlord from the tenant as may be~~
219 ~~designated as rent in a written rental agreement.~~ The term does
220 not include deposit money, security deposits, late fees, early
221 termination fees, liquidated damages, or any other charge or
222 fee, even if the charge or fee is designated as rent in a
223 written rental agreement.

224 (17) "Tenant" means any person entitled to occupy a
225 dwelling unit or property held out for the use of tenants
226 generally under a rental agreement.

227 Section 4. Section 83.455, Florida Statutes, is created to
228 read:

229 83.455 Rental agreements.—

230 (1) Immediately after entering into, extending, or renewing
231 a rental agreement, the tenant must be provided a copy of the
232 rental agreement. The rental agreement must be written in plain

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233 language and, at the tenant's request, translated into the
234 preferred language of the tenant.

235 (2) Notwithstanding any other provision of law, all rental
236 agreements entered into, extended, or renewed on or after July
237 1, 2025, must include the following provisions:

238 (a) Before a private sale or transfer of title of the
239 dwelling unit or the premises on which the dwelling unit is
240 located, the landlord must provide the tenant with the right of
241 first refusal to purchase the dwelling unit or premises as
242 provided under s. 83.675.

243 (b) If a landlord chooses not to extend or renew a rental
244 agreement, he or she must provide the tenant 60 days' notice of
245 his or her decision and provide a written explanation for such
246 decision.

247 (c) If a rental agreement provision authorizes termination
248 of the rental agreement by the landlord without cause, such
249 provision must require the landlord to provide the tenant just
250 compensation and comprehensive relocation assistance.

251 (d) A landlord may not terminate a tenancy for cause during
252 a state of emergency declared by the Governor under chapter 252.

253 (e) During a state of emergency declared by the Governor
254 under chapter 252, a tenant may install wind-resistant
255 improvements, as described in s. 163.08(4)(a), to the dwelling
256 unit at the tenant's expense.

257 (f) A landlord may not terminate a tenancy because a tenant
258 establishes, attempts to establish, or participates in a tenant
259 organization.

260 Section 5. Subsection (4) is added to section 83.46,
261 Florida Statutes, to read:

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262 83.46 Rent; duration of tenancies.—

263 (4) A landlord must provide to a tenant a written notice,
264 by certified mail or hand delivery, of a planned rent increase
265 at least 60 days before the rental agreement renewal period. If
266 the rent increase is more than 5 percent, the landlord must
267 provide notice, by certified mail or hand delivery, at least 3
268 months before the rental agreement renewal period. If the rent
269 increase is more than 5 percent, the notice must also contain a
270 statement that the tenant may elect to participate in nonbinding
271 mediation, at the expense of the tenant, by providing written
272 notice to the landlord, by certified mail or hand delivery,
273 within 14 days after receipt of the notice of the rent increase.
274 For a tenancy without a specific duration, the landlord must
275 provide written notice, by certified mail or hand delivery, of a
276 planned rent increase within the timeframes provided in s.
277 83.57.

278 Section 6. Paragraph (c) is added to subsection (1) of
279 section 83.47, Florida Statutes, to read:

280 83.47 Prohibited provisions in rental agreements.—

281 (1) A provision in a rental agreement is void and
282 unenforceable to the extent that it:

283 (c) Purports that early termination of a rental agreement
284 because of an incident involving actual or threatened domestic
285 violence, dating violence, sexual violence, or stalking, in
286 which the tenant or the tenant's minor child is a victim and not
287 the perpetrator, is a breach of the rental agreement.

288 Section 7. Subsections (1) through (9) of section 83.49,
289 Florida Statutes, are redesignated as subsections (2) through
290 (10), respectively, present subsections (1) through (5), (7),

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291 and (9) of that section are amended, and a new subsection (1) is
292 added to that section, to read:

293 83.49 Deposit money or advance rent; duty of landlord and
294 tenant.—

295 (1) (a) A landlord may not charge a tenant a security
296 deposit that is more than 1 month's rent.

297 (b) The landlord must allow the tenant, at his or her
298 discretion, to pay the total amount of the security deposit in
299 12 equal payments to be paid at the same time and in the same
300 manner as the tenant's rent. If the duration of the rental
301 agreement is less than 1 year, the total amount of the deposit
302 must be paid in equal monthly payments based on the duration of
303 the tenancy and be paid at the same time and in the same manner
304 as the tenant's rent.

305 (c) If a tenant pays his or her security deposit according
306 to paragraph (b), when the rental agreement is terminated or the
307 tenant vacates or abandons the premises before the expiration of
308 the term specified in the rental agreement, the tenant is
309 entitled to a refund equivalent to the amount of the security
310 deposit that he or she already paid, minus any deductions
311 properly claimed by the landlord under subsection (4) for
312 damages.

313 (2) ~~(1)~~ Whenever money is deposited or advanced by a tenant
314 on a rental agreement as security for performance of the rental
315 agreement or as advance rent for other than the next immediate
316 rental period, the landlord or the landlord's agent shall
317 either:

318 ~~(a) Hold the total amount of such money in a separate non-~~
319 ~~interest-bearing account in a Florida financial institution for~~

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320 ~~the benefit of the tenant or tenants. The landlord shall not~~
321 ~~commingle such moneys with any other funds of the landlord or~~
322 ~~hypothecate, pledge, or in any other way make use of such moneys~~
323 ~~until such moneys are actually due the landlord;~~

324 (a) ~~(b)~~ Hold the total amount of such money in a separate
325 interest-bearing account in a Florida financial institution for
326 the benefit of the tenant or tenants, in which case the tenant
327 shall receive and collect interest in an amount of at least 75
328 percent of the annualized average interest rate payable on such
329 account or interest at the rate of 5 percent per year, simple
330 interest, whichever the landlord elects. The landlord shall not
331 commingle such moneys with any other funds of the landlord or
332 hypothecate, pledge, or in any other way make use of such moneys
333 until such moneys are actually due the landlord; or

334 (b) ~~(e)~~ Post a surety bond, executed by the landlord as
335 principal and a surety company authorized and licensed to do
336 business in the state as surety, with the clerk of the circuit
337 court in the county in which the dwelling unit is located in the
338 total amount of the security deposits and advance rent he or she
339 holds on behalf of the tenants or \$50,000, whichever is less.
340 The bond shall be conditioned upon the faithful compliance of
341 the landlord with the provisions of this section and shall run
342 to the Governor for the benefit of any tenant injured by the
343 landlord's violation of the provisions of this section. In
344 addition to posting the surety bond, the landlord shall pay to
345 the tenant interest at the rate of 5 percent per year, simple
346 interest. A landlord, or the landlord's agent, engaged in the
347 renting of dwelling units in five or more counties, who holds
348 deposit moneys or advance rent and who is otherwise subject to

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349 the provisions of this section, may, in lieu of posting a surety
350 bond in each county, elect to post a surety bond in the form and
351 manner provided in this paragraph with the office of the
352 Secretary of State. The bond shall be in the total amount of the
353 security deposit or advance rent held on behalf of tenants or in
354 the amount of \$250,000, whichever is less. The bond shall be
355 conditioned upon the faithful compliance of the landlord with
356 the provisions of this section and shall run to the Governor for
357 the benefit of any tenant injured by the landlord's violation of
358 this section. In addition to posting a surety bond, the landlord
359 shall pay to the tenant interest on the security deposit or
360 advance rent held on behalf of that tenant at the rate of 5
361 percent per year simple interest.

362 (3)~~(2)~~ The landlord shall, in the rental lease agreement or
363 within 30 days after receipt of advance rent or a security
364 deposit, give written notice to the tenant which includes
365 disclosure of the advance rent or security deposit. Subsequent
366 to providing such written notice, if the landlord changes the
367 manner or location in which he or she is holding the advance
368 rent or security deposit, he or she must notify the tenant
369 within 30 days after the change as provided in paragraphs (a)-
370 (d). The landlord is not required to give new or additional
371 notice solely because the depository has merged with another
372 financial institution, changed its name, or transferred
373 ownership to a different financial institution. This subsection
374 does not apply to any landlord who rents fewer than five
375 individual dwelling units. Failure to give this notice is not a
376 defense to the payment of rent when due. The written notice
377 must:

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- 378 (a) Be given in person or by mail to the tenant.
- 379 (b) State the name and address of the depository where the
380 advance rent or security deposit is being held or state that the
381 landlord has posted a surety bond as provided by law.
- 382 (c) State that whether the tenant is entitled to interest
383 on the deposit and the amount of the interest.
- 384 (d) Contain the following disclosure:
385

386 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF
387 CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE
388 RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND
389 WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE
390 LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN
391 SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD
392 MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE
393 OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM
394 AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE
395 LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15
396 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE
397 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE
398 REMAINING DEPOSIT, IF ANY.

399

400 IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE
401 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A
402 LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY
403 OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE
404 DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A
405 REFUND.
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407 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE
408 BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE
409 FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND
410 ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

411
412 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF
413 CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL
414 RIGHTS AND OBLIGATIONS.

415
416 ~~(4)-(3)~~ The landlord or the landlord's agent may disburse
417 advance rents from the deposit account to the landlord's benefit
418 when the advance rental period commences and without notice to
419 the tenant. For all other deposits:

420 (a) Upon ~~the vacating of the premises for~~ termination of
421 the rental agreement lease, ~~if the landlord does not intend to~~
422 ~~impose a claim on the security deposit~~, the landlord must shall
423 ~~have 15 days to~~ return the security deposit together with
424 interest within 30 days after the tenant vacates the premises.
425 ~~if otherwise required, or~~ The landlord has shall have 30 days
426 after the tenant vacates the premises to give the tenant written
427 notice by certified mail to the tenant's last known mailing
428 address of his or her intention to impose a claim on the deposit
429 and the reason for imposing the claim. The notice must shall
430 contain a statement in substantially the following form:

431
432 This is a notice of my intention to impose a
433 claim for damages in the amount of upon your
434 security deposit, due to It is sent to you as
435 required by s. 83.49(4) ~~s. 83.49(3)~~, Florida Statutes.

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436 You are hereby notified that you must object in
437 writing to this deduction from your security deposit
438 within 15 days after ~~from~~ the time you receive this
439 notice or I will be authorized to deduct my claim from
440 your security deposit. Your objection must be sent to
441 ... (landlord's address)....

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

447
448 (b) Unless the tenant objects to the imposition of the
449 landlord's claim or the amount thereof within 15 days after
450 receipt of the landlord's notice of intention to impose a claim,
451 the landlord may ~~then~~ deduct the amount of his or her claim and
452 must shall remit the balance of the deposit and any interest to
453 the tenant within 30 days after the date of the notice of
454 intention to impose a claim for damages. The failure of the
455 tenant to make a timely objection does not waive any rights of
456 the tenant to seek damages in a separate action.

457 (c) If either party institutes an action in a court of
458 competent jurisdiction to adjudicate the party's right to the
459 security deposit, the prevailing party is entitled to receive
460 his or her court costs plus a reasonable fee for his or her
461 attorney. If a court finds that the landlord failed to meet the
462 requirements of this section, the court must award the tenant
463 damages equal to three times the amount of the tenant's security
464 deposit. The court shall advance the cause on the calendar.

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465 (d) Compliance with this section by an individual or
466 business entity authorized to conduct business in this state,
467 including Florida-licensed real estate brokers and sales
468 associates, constitutes compliance with all other relevant
469 Florida Statutes pertaining to security deposits held pursuant
470 to a rental agreement or other landlord-tenant relationship.
471 Enforcement personnel shall look solely to this section to
472 determine compliance. This section prevails over any conflicting
473 provisions in chapter 475 and in other sections of the Florida
474 Statutes, and operates ~~shall operate~~ to permit licensed real
475 estate brokers to disburse security deposits and deposit money
476 without having to comply with the notice and settlement
477 procedures contained in s. 475.25(1)(d).

478 ~~(5)(4)~~ The provisions of This section does ~~do~~ not apply to
479 transient rentals by hotels or motels as defined in chapter 509+
480 or nor do they apply in those instances in which the amount of
481 rent or deposit, or both, is regulated by law or by rules or
482 regulations of a public body, including public housing
483 authorities and federally administered or regulated housing
484 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
485 of the National Housing Act, as amended, other than for rent
486 stabilization. With the exception of subsections (4), (6), and
487 (7) ~~(3), (5), and (6)~~, this section is not applicable to housing
488 authorities or public housing agencies created pursuant to
489 chapter 421 or other statutes.

490 ~~(6)(5)~~ Except when otherwise provided by the terms of a
491 written rental agreement ~~lease~~, any tenant who vacates or
492 abandons the premises before ~~prior to~~ the expiration of the term
493 specified in the written rental agreement ~~lease~~, or any tenant

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494 who vacates or abandons premises which are the subject of a
495 tenancy from week to week, month to month, quarter to quarter,
496 or year to year, must ~~shall~~ give at least 7 days' written
497 notice, which notice must include the address where the tenant
498 may be reached, by certified mail or personal delivery to the
499 landlord before ~~prior to~~ vacating or abandoning the premises
500 ~~which notice shall include the address where the tenant may be~~
501 ~~reached~~. Failure to give such notice relieves ~~shall relieve~~ the
502 landlord of the notice requirement of paragraph (4) (a) ~~(3) (a)~~
503 but does ~~shall~~ not waive any right the tenant may have to the
504 security deposit or any part of it.

505 (8) ~~(7)~~ Upon the sale or transfer of title of the rental
506 property from one owner to another, or upon a change in the
507 designated rental agent, any and all security deposits or
508 advance rents being held for the benefit of the tenants must
509 ~~shall~~ be transferred to the new owner or agent, together with
510 any earned interest and with an accurate accounting showing the
511 amounts to be credited to each tenant account. Upon the transfer
512 of such funds and records to the new owner or agent, and upon
513 transmittal of a written receipt therefor, the transferor is
514 free from the obligation imposed in subsection (2) ~~(1)~~ to hold
515 such moneys on behalf of the tenant. There is a rebuttable
516 presumption that any new owner or agent received the security
517 deposit from the previous owner or agent; however, this
518 presumption is limited to 1 month's rent. This subsection does
519 not excuse the landlord or agent for a violation of other
520 provisions of this section while in possession of such deposits.

521 (10) ~~(9)~~ ~~In those cases in which interest is required to be~~
522 ~~paid to the tenant,~~ The landlord shall pay directly to the

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523 tenant, or credit against the current month's rent, the interest
524 due to the tenant at least once annually. However, ~~no~~ interest
525 may not be paid to ~~shall be due~~ a tenant who wrongfully
526 terminates his or her tenancy before ~~prior to~~ the end of the
527 rental term.

528 Section 8. Section 83.495, Florida Statutes, is created to
529 read:

530 83.495 Prohibited fees.-

531 (1) This section may be cited as the "End Junk Fees for
532 Renters Act."

533 (2) A landlord or a landlord's agent may not require or
534 demand a prospective tenant to pay any fee in connection with
535 the submission of an application for rental of a dwelling unit.
536 Such fees include, but are not limited to, application fees,
537 tenant screening fees, renewal fees, service fees, amenity fees,
538 benefits fees, and any other fee that cannot be avoided by the
539 prospective tenant. Such fees do not include security deposits
540 or fees in lieu of security deposits, rent, or early termination
541 fees.

542 (3) This section does not prohibit a landlord or landlord's
543 agent from requiring a background screening or credit report.
544 However, if a prospective tenant provides a required background
545 screening or credit report issued within 90 days after the
546 application, no fee for such background screening or credit
547 report may be charged by the landlord or landlord's agent. If a
548 prospective tenant does not provide a required background
549 screening or credit report issued within 90 days after the
550 application, the landlord or the landlord's agent may charge the
551 prospective tenant a fee for the actual cost of obtaining the

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552 background screening or credit report. Any prospective tenant
553 who is charged a fee under this subsection for a background
554 screening or credit report must be given a written or electronic
555 copy of the background screening or credit report.

556 Section 9. Paragraph (a) of subsection (1) of section
557 83.51, Florida Statutes, is amended to read:

558 83.51 Landlord's obligation to maintain premises.—

559 (1) The landlord at all times during the tenancy shall:

560 (a) Comply with the requirements of applicable building,
561 housing, and health codes. The landlord must, at commencement of
562 the tenancy, inspect the dwelling unit to ensure compliance with
563 all applicable codes; or

564
565 The landlord is not required to maintain a mobile home or other
566 structure owned by the tenant. The landlord's obligations under
567 this subsection may be altered or modified in writing with
568 respect to a single-family home or duplex.

569 Section 10. Section 83.54, Florida Statutes, is amended to
570 read:

571 83.54 Enforcement of rights and duties; civil action;
572 criminal offenses.—Any right or duty declared in this part is
573 enforceable by civil action. A right or duty enforced by civil
574 action under this section does not preclude prosecution for a
575 criminal offense related to the rental agreement or rented
576 dwelling unit or premises lease or leased property. In an action
577 brought by a tenant for wrongful termination of a rental
578 agreement, if the court finds in favor of the tenant, any
579 eviction complaint filed by the landlord must be dismissed and
580 the record of such filing removed from the tenant's credit

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581 report.

582 Section 11. Present subsections (5) and (6) of section
583 83.56, Florida Statutes, are redesignated as subsections (6) and
584 (7), respectively, subsections (2), (3), and (4), paragraph (b)
585 of present subsection (5), and present subsection (6) of that
586 section are amended, and a new subsection (5) and subsection (8)
587 are added to that section, to read:

588 83.56 Termination of rental agreement.—

589 (2) (a) A landlord must have good cause to terminate a
590 rental agreement. The following reasons constitute good cause to
591 terminate a rental agreement:

592 1. The intentional destruction, damage, or misuse of the
593 landlord's or other tenants' property.

594 2. A tenant's disorderly conduct or continued unreasonable
595 disturbance.

596 3. Failure of the tenant to comply with s. 83.52.

597 4. A violation or breach of the landlord's reasonable rules
598 and regulations.

599 5. A violation or breach of covenants or agreements
600 contained in the rental agreement.

601 6. Use of the dwelling unit or premises for illegal
602 purposes or acts that the tenant has been criminally charged
603 with, including, but not limited to, the manufacture, sale, or
604 use of illegal drugs, theft of property, or assault or threats
605 on the landlord or his or her relatives, as defined in s.
606 494.001, or employees.

607 7. The dwelling unit or premises are removed from the
608 rental market because this state, any political subdivision as
609 defined in s. 1.01(8), or any other entity exercises its power

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610 of eminent domain; the landlord seeks in good faith to
611 permanently remove the property from the rental market; or the
612 landlord is converting the dwelling unit or premises from the
613 rental market to a condominium, cooperative, or fee simple
614 ownership.

615 8. The dwelling unit or premises are being used as an
616 incident of employment and such employment is terminated.

617 9. The landlord seeks in good faith to recover possession
618 of the dwelling unit or premises for his or her own use and
619 occupancy as a principal residence, or for the use and occupancy
620 as a principal residence by a relative, as defined in s.
621 494.001, of the landlord.

622 (b) If any of the violations in subparagraphs (a)1.-6.
623 exist the tenant materially fails to comply with s. 83.52 or
624 material provisions of the rental agreement, other than a
625 failure to pay rent, or reasonable rules or regulations, the
626 landlord may:

627 1.(a) If the violation such noncompliance is of a nature
628 that the tenant should not be given an opportunity to cure it or
629 if the violation noncompliance constitutes a subsequent or
630 continuing violation noncompliance within 12 months after of a
631 written warning by the landlord of a similar violation, deliver
632 a written notice to the tenant specifying the violation
633 noncompliance and the landlord's intent to terminate the rental
634 agreement by reason thereof. Examples of noncompliance which are
635 of a nature that the tenant should not be given an opportunity
636 to cure include, but are not limited to, destruction, damage, or
637 misuse of the landlord's or other tenants' property by
638 intentional act or a subsequent or continued unreasonable

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639 ~~disturbance.~~ In such event, the landlord may terminate the
640 rental agreement, and the tenant has ~~shall have~~ 7 days after
641 ~~from~~ the date that the notice is delivered to vacate the
642 premises. The notice must ~~shall~~ be in substantially the
643 following form:

644
645 You are advised that your rental agreement ~~lease~~
646 is terminated effective immediately. You ~~shall~~ have 7
647 days after ~~from~~ the delivery of this letter to vacate
648 the premises. This action is taken because ...(cite
649 the violation ~~noncompliance~~)....

650
651 2.~~(b)~~ If the violation ~~such noncompliance~~ is of a nature
652 that the tenant should be given an opportunity to cure it,
653 deliver a written notice to the tenant specifying the violation
654 ~~noncompliance~~, including a notice that, if the violation
655 ~~noncompliance~~ is not corrected within 7 days after ~~from~~ the date
656 that the written notice is delivered, the landlord will ~~shall~~
657 terminate the rental agreement by reason thereof. ~~Examples of~~
658 ~~such noncompliance include, but are not limited to, activities~~
659 ~~in contravention of the lease or this part such as having or~~
660 ~~permitting unauthorized pets, guests, or vehicles; parking in an~~
661 ~~unauthorized manner or permitting such parking; or failing to~~
662 ~~keep the premises clean and sanitary.~~ If such violation
663 ~~noncompliance~~ recurs within 12 months after receipt of such
664 notice, an eviction action may commence without delivering a
665 subsequent notice pursuant to subparagraph 1. ~~paragraph (a)~~ or
666 this subparagraph ~~paragraph~~. The notice must ~~shall~~ be in
667 substantially the following form:

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You are hereby notified that ...(cite the violation noncompliance).... Demand is hereby made that you remedy the violation noncompliance within 7 days ~~after~~ of receipt of this notice or your rental agreement will be lease shall be deemed terminated and you must shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the violation noncompliance.

(c) If any other reason provided in paragraph (a) exists, the landlord may deliver a written notice to the tenant of the landlord's intent to terminate the rental agreement. The written notice must specify the reason for the termination. In such event, the tenant has 7 days after the date that the notice is delivered to vacate the premises.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, or if the tenant habitually pays late or fails to pay the full amount of rent after being given notice of a rent increase as required in s. 83.46(4), the landlord may terminate the rental agreement. Habitual late payments means more than one late payment following the landlord's first written demand for payment. Legal holidays for the purpose of this section shall be court-observed

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697 holidays only. The 3-day notice shall contain a statement in
698 substantially the following form:

699
700 You are hereby notified that you are indebted to
701 me in the sum of dollars for the rent and use of
702 the premises ...(address of leased premises, including
703 county)..., Florida, now occupied by you and that I
704 demand payment of the rent or possession of the
705 premises within 3 days (excluding Saturday, Sunday,
706 and legal holidays) after ~~from~~ the date of delivery of
707 this notice, to wit: on or before the day of
708, ...(year)....
709 ...(landlord's name, address and phone number)...

710
711 (4) The delivery of the written notices required by
712 subsections (1), (2), ~~and~~ (3), and (8) must ~~shall~~ be by mailing
713 or delivery of a true copy thereof or, if the tenant is absent
714 from the premises, by leaving a copy thereof at the residence.
715 The notice requirements of subsections (1), (2), ~~and~~ (3), and
716 (8) may not be waived in the rental agreement lease.

717 (5) Notwithstanding any other law to the contrary, if the
718 landlord knows or reasonably should know that the tenant is
719 pregnant or there are children under the age of 18 years living
720 in the dwelling unit, the landlord must provide the tenant at
721 least 3 months after delivery of a written notice under
722 subsection (2) or subsection (3) to vacate the premises before
723 bringing an action for possession of the dwelling unit under s.
724 83.59.

725 (6) ~~(5)~~

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726 (b) Any tenant who wishes to defend against an action by
727 the landlord for possession of the unit for noncompliance of the
728 rental agreement or of relevant statutes must comply with s.
729 83.60(2). The court may not set a date for mediation or trial
730 unless the provisions of s. 83.60(2) have been met, ~~but must~~
731 ~~enter a default judgment for removal of the tenant with a writ~~
732 ~~of possession to issue immediately if the tenant fails to comply~~
733 ~~with s. 83.60(2).~~

734 (7)(6) If the rental agreement is terminated, the landlord
735 must shall comply with s. 83.49(4) ~~s. 83.49(3)~~.

736 (8)(a) If the landlord seeks in good faith to undertake
737 substantial repairs to the dwelling unit or premises that cannot
738 be completed while the dwelling unit is occupied, and that are
739 necessary to bring the dwelling unit or premises into compliance
740 with applicable codes and laws or under an outstanding notice of
741 code violations, the landlord may deliver a written notice to
742 the tenant of the landlord's intent to terminate the rental
743 agreement. In such event, the tenant has 7 days after the date
744 that the notice is delivered to vacate the premises.

745 (b) A notice terminating a rental agreement under this
746 subsection must include the following information:

747 1. A statement in substantially the following form: "When
748 the needed repairs are completed on your dwelling unit or the
749 premises, the landlord must offer you the opportunity to return
750 to your dwelling unit with a rental agreement of substantially
751 the same terms and at the same rent, subject to the landlord's
752 right to obtain a rent increase for capital improvements."

753 2. If a landlord owns other residential dwelling units and
754 any such unit is available, a statement informing the tenant of

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755 the existence of the available unit and an offer to enter into a
756 temporary rental agreement for the available unit or an offer to
757 enter into a new rental agreement for the available unit. The
758 landlord must offer the replacement dwelling unit to the tenant
759 at a rent based on the rent that the tenant is currently paying,
760 allowing for adjustments based on the condition, size, and other
761 amenities of the replacement unit.

762 3. An estimate of the time required to complete the repairs
763 and the date upon which it is expected that the dwelling unit
764 will be ready for habitation.

765 (c) Upon completion of the repairs of the dwelling unit or
766 premises, the landlord must offer the tenant the first right to
767 return to the dwelling unit at the same rent and under a rental
768 agreement of substantially the same terms, subject to the
769 landlord's right to obtain a rent increase for capital
770 improvements.

771 Section 12. Subsection (2) of section 83.60, Florida
772 Statutes, is amended to read:

773 83.60 Defenses to action for rent or possession;
774 procedure.—

775 (2) In an action by the landlord for possession of a
776 dwelling unit, if the tenant interposes any defense other than
777 payment, including, but not limited to, the defense of a
778 defective 3-day notice, the tenant must ~~shall~~ pay into the
779 registry of the court the accrued rent as alleged in the
780 complaint or as determined by the court and the rent that
781 accrues during the pendency of the proceeding, when due. The
782 clerk shall notify the tenant of such requirement in the
783 summons. ~~Failure of the tenant to pay the rent into the registry~~

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784 ~~of the court or to file a motion to determine the amount of rent~~
785 ~~to be paid into the registry within 5 days, excluding Saturdays,~~
786 ~~Sundays, and legal holidays, after the date of service of~~
787 ~~process constitutes an absolute waiver of the tenant's defenses~~
788 ~~other than payment, and the landlord is entitled to an immediate~~
789 ~~default judgment for removal of the tenant with a writ of~~
790 ~~possession to issue without further notice or hearing thereon.~~
791 If a motion to determine rent is filed, documentation in support
792 of the allegation that the rent as alleged in the complaint is
793 in error is required. Public housing tenants or tenants
794 receiving rent subsidies are required to deposit only that
795 portion of the full rent for which they are responsible pursuant
796 to the federal, state, or local program in which they are
797 participating.

798 Section 13. Section 83.626, Florida Statutes, is created to
799 read:

800 83.626 Court records of eviction proceedings.—

801 (1) A tenant, mobile home owner, mobile home tenant, or
802 mobile home occupant who is a defendant in an eviction
803 proceeding under this part or s. 723.061 may file a motion with
804 the court to have the records of such proceeding sealed and to
805 have his or her name substituted with "tenant" or "occupant" on
806 the progress docket if any of the following conditions are
807 satisfied:

808 (a) The parties filed a joint stipulation requesting relief
809 under this section.

810 (b) The case was dismissed.

811 (c) The case was resolved by settlement or stipulation of
812 the parties and the defendant has complied with the terms of the

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813 agreement.

814 (d) A default judgment was entered against the defendant
815 and the defendant has satisfied any monetary award included in
816 the judgment. This paragraph does not apply if the action was
817 brought under s. 83.56(2)(a) or s. 723.061(1)(c) for material
818 noncompliance, other than nonpayment of rent, because of the
819 defendant's intentional destruction, damage, or misuse of the
820 landlord's property.

821 (e) A judgment was entered against the defendant on the
822 merits at least 5 years before the motion was filed under this
823 subsection and the defendant has satisfied any monetary award
824 included in the judgment. This paragraph does not apply if the
825 action was brought under s. 83.56(2)(a) or s. 723.061(1)(c) for
826 material noncompliance, other than nonpayment of rent, because
827 of the defendant's intentional destruction, damage, or misuse of
828 the landlord's property.

829 (2)(a) The court shall grant such motion without a hearing
830 if the requirements in paragraph (1)(a) or paragraph (1)(b) are
831 satisfied.

832 (b) If the defendant files a motion on the basis of
833 paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e) being
834 satisfied, the defendant must also serve a copy of the motion on
835 all parties to the proceeding. If a written objection is filed
836 by a party within 30 days after such service, the court must
837 schedule a hearing. If a written objection is not filed within
838 30 days after such service, or the court determines after a
839 hearing that the defendant is eligible for relief, the court
840 must grant the motion.

841 (3) A tenant, mobile home owner, mobile home tenant, or

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842 mobile home occupant is entitled to relief under subsection (2)
843 only once. When a tenant, mobile home owner, mobile home tenant,
844 or mobile home occupant files a motion under subsection (1), he
845 or she must also submit a sworn statement under penalty of
846 perjury affirming that he or she has not previously received
847 such relief from a court in this state.

848 (4) In an eviction proceeding under this part or s.
849 723.061, the court must substitute a defendant's name on the
850 progress docket with "tenant" or "occupant" if a judgment is
851 entered in favor of the defendant.

852 (5) A defendant is not eligible for relief under this
853 section if:

854 (a) During any 12-month period, the defendant has had a
855 judgment entered against him or her in two or more eviction
856 proceedings; or

857 (b) During any 24-month period, the defendant has had a
858 judgment entered against him or her in three or more eviction
859 proceedings.

860 (6) This section applies to any judgment entered before,
861 on, or after July 1, 2025.

862 Section 14. Section 83.63, Florida Statutes, is amended to
863 read:

864 83.63 Casualty damage.—If the premises are damaged or
865 destroyed other than by the wrongful or negligent acts of the
866 tenant so that the enjoyment of the premises is substantially
867 impaired, the tenant may terminate the rental agreement and
868 immediately vacate the premises. The tenant may vacate the part
869 of the premises rendered unusable by the casualty, in which case
870 the tenant's liability for rent shall be reduced by the fair

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871 rental value of that part of the premises damaged or destroyed.
872 If the rental agreement is terminated, the landlord shall comply
873 with s. 83.49(4) ~~s. 83.49(3)~~.

874 Section 15. Section 83.67, Florida Statutes, is amended to
875 read:

876 83.67 Prohibited practices.—

877 (1) A landlord of any dwelling unit governed by this part
878 may ~~shall~~ not cause, directly or indirectly, the termination or
879 interruption of any utility service furnished to the tenant,
880 including, but not limited to, water, heat, light, electricity,
881 gas, elevator, garbage collection, or refrigeration, whether or
882 not the utility service is under the control of, or payment is
883 made by, the landlord.

884 (2) A landlord of any dwelling unit governed by this part
885 may ~~shall~~ not prevent the tenant from gaining reasonable access
886 to the dwelling unit by any means, including, but not limited
887 to, changing the locks or using any bootlock or similar device.

888 (3) A landlord of any dwelling unit governed by this part
889 may ~~shall~~ not discriminate against a servicemember in offering a
890 dwelling unit for rent or in any of the terms of the rental
891 agreement.

892 (4) A landlord of any dwelling unit governed by this part
893 may not discriminate against a person in offering a dwelling
894 unit for rent or in any of the terms of the rental agreement
895 based on the person's race; color; religion; sex; pregnancy;
896 national origin; age; physical, mental, or developmental
897 disability; HIV status; familial status; sexual orientation;
898 gender identity; source of income; or credit score. For purposes
899 of this subsection, the term:

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900 (a) "Familial status" means the makeup of a person's
901 family, including whether there is a child under the age of 18
902 living with the person or whether the person is seeking custody
903 of a child under the age of 18.

904 (b) "Gender identity" means the identity, appearance, or
905 behavior of a person, regardless of whether such identity,
906 appearance, or behavior is different from that traditionally
907 associated with the person's physiology or assigned sex at
908 birth.

909 (c) "Sexual orientation" means a person's heterosexuality,
910 homosexuality, or bisexuality.

911 (5) A landlord of any dwelling unit governed by this part
912 may not harass or intimidate a tenant for the purpose of
913 coercing the tenant into terminating the rental agreement.

914 (6) A landlord of any dwelling unit governed by this part
915 may not refuse to show the dwelling unit, either in person or
916 through photographs, to a prospective tenant until the
917 prospective tenant signs a rental agreement.

918 (7) Unless otherwise required by law, a landlord of any
919 dwelling unit governed by this part may not inquire into or
920 consider a prospective tenant's criminal history on a rental
921 application or rental agreement. A landlord may inquire into or
922 consider a prospective tenant's criminal history only after the
923 landlord otherwise determines that the prospective tenant
924 otherwise qualifies to rent a dwelling unit.

925 (8) If a landlord requires a prospective tenant to complete
926 a rental application before residing in a dwelling unit, the
927 landlord may not charge an excessive rental application fee. If,
928 after a prospective tenant submits a rental application and

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929 rental application fee, a dwelling unit is not available, the
930 landlord must refund the application fee to the prospective
931 tenant.

932 (9)~~(4)~~ A landlord may ~~shall~~ not prohibit a tenant from
933 displaying one portable, removable, cloth or plastic United
934 States flag, not larger than 4 and 1/2 feet by 6 feet, in a
935 respectful manner in or on the dwelling unit regardless of any
936 provision in the rental agreement dealing with flags or
937 decorations. The United States flag shall be displayed in
938 accordance with s. 83.52(6). The landlord is not liable for
939 damages caused by a United States flag displayed by a tenant.
940 Any United States flag may not infringe upon the space rented by
941 any other tenant.

942 (10)~~(5)~~ A landlord of any dwelling unit governed by this
943 part may ~~shall~~ not remove the outside doors, locks, roof, walls,
944 or windows of the unit except for purposes of maintenance,
945 repair, or replacement; and the landlord may ~~shall~~ not remove
946 the tenant's personal property from the dwelling unit unless
947 such action is taken after surrender, abandonment, recovery of
948 possession of the dwelling unit due to the death of the last
949 remaining tenant in accordance with s. 83.59(3)(d), or a lawful
950 eviction. If provided in the rental agreement or a written
951 agreement separate from the rental agreement, upon surrender or
952 abandonment by the tenant, the landlord is not required to
953 comply with s. 715.104 and is not liable or responsible for
954 storage or disposition of the tenant's personal property; if
955 provided in the rental agreement, there must be printed or
956 clearly stamped on such rental agreement a legend in
957 substantially the following form:

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958
959 BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES
960 THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF
961 POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF
962 THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83,
963 FLORIDA STATUTES, THE LANDLORD IS ~~SHALL~~ NOT ~~BE~~ LIABLE
964 OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE
965 TENANT'S PERSONAL PROPERTY.
966

967 For the purposes of this section, abandonment is determined
968 ~~shall be~~ as provided ~~set forth~~ in s. 83.59(3)(c).

969 (11)~~(6)~~ A landlord who violates any provision of this
970 section is ~~shall be~~ liable to the tenant for actual and
971 consequential damages or 3 months' rent, whichever is greater,
972 and costs, including attorney ~~attorney's~~ fees. Subsequent or
973 repeated violations that are not contemporaneous with the
974 initial violation are ~~shall be~~ subject to separate awards of
975 damages.

976 (12)~~(7)~~ A violation of this section constitutes irreparable
977 harm for the purposes of injunctive relief.

978 (13)~~(8)~~ The remedies provided by this section are not
979 exclusive and do not preclude the tenant from pursuing any other
980 remedy at law or equity that the tenant may have. The remedies
981 provided by this section ~~shall~~ also apply to a servicemember or
982 person who is a prospective tenant who has been discriminated
983 against under subsection (3) or subsection (4).

984 Section 16. Section 83.675, Florida Statutes, is created to
985 read:

986 83.675 Tenant opportunity to purchase.-

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987 (1) For purposes of this section, the term:

988 (a) "Bona fide offer of sale" means an offer for a price,
989 and, including other material terms, that is at least as
990 favorable as what would be accepted by a purchaser in an arm's
991 length third-party contract, that is comparable to that at which
992 a willing seller and a willing buyer would sell and purchase the
993 dwelling unit or the premises on which the dwelling unit is
994 located, or that is the appraised value of the dwelling unit or
995 premises.

996 (b) "Highest and best use" means the reasonable legal use
997 of a dwelling unit or the premises on which the dwelling unit is
998 located that is physically possible, appropriately supported,
999 and financially feasible and that results in the highest value
1000 of the dwelling unit or the premises on which the dwelling unit
1001 is located.

1002 (c) "Matter-of-right" means the appropriate land use,
1003 development density, or building requirements of the dwelling
1004 unit or the premises on which the dwelling unit is located under
1005 zoning regulations and law.

1006 (2) Before a landlord may sell a dwelling unit or the
1007 premises on which a dwelling unit is located or issue a notice
1008 to vacate the dwelling unit or premises for purposes of
1009 demolition or discontinuance of housing use, the landlord must
1010 give the tenant an opportunity to purchase the dwelling unit or
1011 the premises on which the dwelling unit is located at a price
1012 and with material terms that represent a bona fide offer of
1013 sale.

1014 (3) A landlord shall provide the tenant a copy of the offer
1015 of sale, in the preferred language of the tenant, by hand

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1016 delivery, e-mail, or certified mail. A landlord may not retain a
1017 percentage of ownership in the dwelling unit or the premises on
1018 which the dwelling unit is located in the offer of sale.

1019 (4) The sales price contained in the offer of sale may not
1020 be more than a price that is comparable to that at which a
1021 willing seller and a willing buyer would sell and purchase the
1022 dwelling unit or the premises on which the dwelling unit is
1023 located or that is the appraised value of the dwelling unit or
1024 premises.

1025 (5) The appraised value must be based on rights a landlord
1026 has as a matter-of-right as of the date of the offer of sale,
1027 including any existing right a landlord may have to convert the
1028 dwelling unit or the premises on which the dwelling unit is
1029 located to another use. The appraised value may take into
1030 consideration the highest and best use of the dwelling unit or
1031 premises.

1032 (6) A tenant may challenge an offer of sale as not being a
1033 bona fide offer of sale and request a determination of the
1034 appraised value by an independent licensed appraiser, as defined
1035 in s. 475.611, at his or her expense, by providing written
1036 notice to the landlord and the Division of Consumer Services
1037 within the Department of Agriculture and Consumer Services by
1038 hand delivery, e-mail, or certified mail within 30 days after
1039 receipt of the offer of sale.

1040 (7) The landlord has the burden of proof to establish that
1041 an offer of sale under this section is a bona fide offer of
1042 sale.

1043 Section 17. Section 83.676, Florida Statutes, is created to
1044 read:

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1045 83.676 Early termination of rental agreement by a victim of
1046 domestic violence, dating violence, sexual violence, or
1047 stalking; lock changing.-

1048 (1) As used in this section, the term:

1049 (a) "Dating violence" has the same meaning as in s.
1050 784.046(1)(d).

1051 (b) "Domestic violence" has the same meaning as in s.
1052 741.28.

1053 (c) "Sexual violence" has the same meaning as in s.
1054 784.046(1)(c).

1055 (d) "Stalking," as described in s. 784.048(2), means
1056 willfully, maliciously, and repeatedly following, harassing, or
1057 cyberstalking another person.

1058 (2) A landlord may not terminate a rental agreement or
1059 evict a tenant for an incident involving actual or threatened
1060 domestic violence, dating violence, sexual violence, or stalking
1061 if the tenant or the tenant's minor child is the victim of such
1062 actual or threatened violence or stalking. A rental agreement
1063 may not include a provision deeming that early termination of a
1064 rental agreement because of an incident involving actual or
1065 threatened domestic violence, dating violence, sexual violence,
1066 or stalking, in which the tenant or the tenant's minor child is
1067 a victim and not the perpetrator, is a breach of the rental
1068 agreement.

1069 (3) (a) If a tenant or a tenant's minor child is a victim of
1070 actual or threatened domestic violence, dating violence, sexual
1071 violence, or stalking during the term of a rental agreement, the
1072 tenant may, without penalty, terminate the rental agreement at
1073 any time by providing the landlord with written notice of the

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1074 tenant's intent to terminate the rental agreement and to vacate
1075 the premises because of such incident. The termination of the
1076 rental agreement is effective immediately upon delivery of the
1077 written notice and documentation specified in paragraph (b), if
1078 applicable, to the landlord.

1079 (b) Unless the landlord notifies the tenant that
1080 documentation is not needed, a notice of termination from the
1081 tenant required under paragraph (a) must be accompanied by
1082 documentation verifying the tenant's or the tenant's minor
1083 child's status as a victim of actual or threatened domestic
1084 violence, dating violence, sexual violence, or stalking, which
1085 may include:

1086 1. A copy of an injunction for protection against domestic
1087 violence, dating violence, sexual violence, or stalking issued
1088 to the tenant as the victim or as parent of a minor victim;

1089 2. A copy of an order of no contact or a criminal
1090 conviction entered by a court in a criminal case in which the
1091 defendant was charged with a crime relating to domestic
1092 violence, dating violence, sexual violence, or stalking against
1093 the tenant or the tenant's minor child;

1094 3. A written verification from a domestic violence center
1095 certified under chapter 39 or a rape crisis center as defined in
1096 s. 794.055(2) which states that the tenant or the tenant's minor
1097 child is a victim of actual or threatened domestic violence,
1098 dating violence, sexual violence, or stalking; or

1099 4. A copy of a law enforcement report documenting an
1100 incident of actual or threatened domestic violence, dating
1101 violence, sexual violence, or stalking against the tenant or the
1102 tenant's minor child.

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1103 (c) A notice of termination from the tenant required under
1104 paragraph (a) must be provided by certified mail or hand
1105 delivery to the landlord, a person authorized to receive notices
1106 on behalf of the landlord under s. 83.50, a resident manager, or
1107 the person or entity that collects the rent on behalf of the
1108 landlord.

1109 (d) If a rental agreement with a specific duration is
1110 terminated by a tenant under this subsection less than 30 days
1111 before the end of the rental agreement, the tenant is liable for
1112 the rent for the remaining period of the rental agreement. If a
1113 rental agreement with a specific duration is terminated by a
1114 tenant under this subsection 30 or more days before the end of
1115 the rental agreement, the tenant is liable for prorated rent for
1116 a period of 30 days immediately following delivery of the notice
1117 of termination. After compliance with this paragraph, the tenant
1118 is released from any further obligation to pay rent,
1119 concessions, damages, fees, or penalties, and the landlord is
1120 not entitled to the remedies provided in s. 83.595.

1121 (e) If a rental agreement is terminated by a tenant under
1122 this subsection, the landlord must comply with s. 83.49(3). A
1123 tenant who terminates a rental agreement under this subsection
1124 does not forfeit any deposit money or advance rent paid to the
1125 landlord.

1126 (f) This subsection does not affect a tenant's liability
1127 for unpaid rent or other amounts owed to the landlord before the
1128 termination of the rental agreement under this subsection.

1129 (g) If the perpetrator of actual or threatened domestic
1130 violence, dating violence, sexual violence, or stalking is also
1131 a tenant under the same rental agreement as the tenant who is a

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1132 victim, or whose minor child is a victim, of such actual or
1133 threatened violence or stalking, neither the perpetrator's
1134 liability for rent nor his or her other obligations under the
1135 rental agreement are terminated under this subsection, and the
1136 landlord is entitled to the rights and remedies provided by this
1137 part against the perpetrator.

1138 (4) (a) A tenant or a tenant's minor child who is a victim
1139 of actual or threatened domestic violence, dating violence,
1140 sexual violence, or stalking and who wishes to remain in the
1141 dwelling unit may make a written request to the landlord
1142 accompanied by any one of the documents listed in paragraph
1143 (3) (b), and the landlord shall, within 24 hours after receipt of
1144 the request, change the locks of the tenant's dwelling unit and
1145 provide the tenant with a key to the new locks.

1146 (b) If the landlord fails to change the locks within 24
1147 hours, the tenant may change the locks without the landlord's
1148 permission, notwithstanding any contrary provision in the rental
1149 agreement or other applicable rules or regulations imposed by
1150 the landlord, if all of the following conditions have been met:

1151 1. The locks are changed in like manner as if the landlord
1152 had changed the locks, with locks of similar or better quality
1153 than the original locks.

1154 2. The landlord is notified within 24 hours after the
1155 changing of the locks.

1156 3. The landlord is provided a key to the new locks within a
1157 reasonable time.

1158 (c) If the locks are changed under this subsection, the
1159 landlord is not liable to any person who does not have access to
1160 the dwelling unit.

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1161 (5) A landlord may not refuse to enter into a rental
1162 agreement for a dwelling unit, refuse to negotiate for the
1163 rental of a dwelling unit, make a dwelling unit unavailable, or
1164 retaliate in the rental of a dwelling unit because:

1165 (a) The tenant, prospective tenant, or minor child of the
1166 tenant or prospective tenant is a victim of actual or threatened
1167 domestic violence, dating violence, sexual violence, or
1168 stalking; or

1169 (b) The tenant or prospective tenant has previously
1170 terminated a rental agreement because of an incident involving
1171 actual or threatened domestic violence, dating violence, sexual
1172 violence, or stalking in which the tenant, prospective tenant,
1173 or minor child of the tenant or prospective tenant was a victim.

1174
1175 However, the landlord may refuse to enter into a rental
1176 agreement, negotiate for the rental of a dwelling unit, or make
1177 a dwelling unit available if the tenant or prospective tenant
1178 fails to comply with the landlord's request for documentation of
1179 an incident of actual or threatened domestic violence, dating
1180 violence, sexual violence, or stalking that occurred before
1181 termination of a prior rental agreement. A landlord's request
1182 for documentation is satisfied upon the tenant's or prospective
1183 tenant's provision of any one of the documents listed in
1184 paragraph (3) (b).

1185 (6) All information provided to a landlord under
1186 subsections (3), (4), and (5), including the fact that a tenant,
1187 prospective tenant, or a tenant's or prospective tenant's minor
1188 child is or was a victim of actual or threatened domestic
1189 violence, dating violence, sexual violence, or stalking, and

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1190 including the tenant's forwarding address, is confidential. The
1191 landlord may not enter such information into any shared database
1192 or provide the information to any other person or entity, except
1193 to the extent such disclosure is:

1194 (a) Made to a person specified in paragraph (3)(c) solely
1195 for a legitimate business purpose;

1196 (b) Requested, or consented to, in writing by the tenant or
1197 the tenant's legal guardian;

1198 (c) Required for use in a judicial proceeding; or

1199 (d) Otherwise required by law.

1200 (7) A tenant or prospective tenant, on his or her own
1201 behalf or on behalf of his or her minor child, may file a civil
1202 action against a landlord for a violation of this section. A
1203 landlord who violates subsection (5) or subsection (6) is
1204 civilly liable to the victim for \$1,000 for punitive damages,
1205 actual and consequential damages, and court costs, including
1206 reasonable attorney fees, unless the landlord can show that this
1207 was the landlord's first violation and the violation was not
1208 committed in bad faith. Subsequent or repeated violations that
1209 are not contemporaneous with the initial violation are subject
1210 to separate awards of damages.

1211 (8) The provisions of this section may not be waived or
1212 modified by a rental agreement.

1213 Section 18. Section 83.685, Florida Statutes, is created to
1214 read:

1215 83.685 Conversion of single-family homes to rental
1216 property; ownership quotas prohibited.-

1217 (1) A person may not purchase a single-family home for a
1218 purpose other than residential use if the person owns 100 or

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1219 more single-family homes that are used primarily for rental
1220 purposes.

1221 (2) (a) The Attorney General may conduct civil
1222 investigations and bring civil actions pursuant to this
1223 subsection. In an action brought by the Attorney General
1224 pursuant to this subsection, the court may award or impose any
1225 relief available under this subsection.

1226 (b) A person aggrieved by a violation of this section may
1227 bring an action in the circuit court against a person who
1228 acquires a single-family home in violation of this section. A
1229 court may impose civil penalties on a person that violates this
1230 section not to exceed \$100 per day for each single-family home
1231 acquired in violation of this section and may award to a
1232 plaintiff that prevails in an action brought pursuant to this
1233 subsection one or more of the following remedies:

1234 1. Equitable relief.

1235 2. Damages.

1236 3. Costs and fees, including reasonable attorney fees.

1237 4. Exemplary damages in an amount equal to \$50,000 or three
1238 times the total of damages, costs, and fees, whichever is
1239 greater.

1240 (c) A court may award to a defendant who prevails in an
1241 action brought pursuant to this subsection costs and fees,
1242 including reasonable attorney fees, if the court finds the
1243 action was not well grounded in fact and warranted by existing
1244 law or was interposed for any improper purpose, such as to
1245 harass or to cause unnecessary delay or needless increase in the
1246 cost of litigation.

1247 (d) In an action arising under paragraph (a) or paragraph

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1248 (b), the court shall grant a motion by the Attorney General or a
1249 person aggrieved under this section for joinder of any affiliate
1250 of a defendant named in the litigation for purposes of:

1251 1. Ensuring a proper accounting regarding the total number
1252 of single-family homes owned by the named defendant and any
1253 affiliates.

1254 2. Authorizing proper enforcement, remedies, and damages.

1255 (e) If a party is unable to pay an amount awarded by the
1256 court pursuant to paragraph (b), the court may find any
1257 interested party joined pursuant to paragraph (d) jointly and
1258 severally liable for violation of this section and make the
1259 award recoverable against any or all of the joined interested
1260 parties.

1261 (f) This subsection does not limit rights and remedies
1262 available to this state or to any person under any other law and
1263 does not alter or restrict the Attorney General's authority
1264 under this section with regard to conduct involving assertions
1265 of violations of this section.

1266 (3) For purposes of this section, the term:

1267 (a) "Affiliate" means a person, other than an individual,
1268 which wholly or substantially owns, is wholly or substantially
1269 owned by, or is under common ownership with another person.

1270 (b) "Person" means a fiduciary, a firm, an association, a
1271 partnership, a limited liability company, a corporation, or any
1272 other business entity or group acting as a unit. The term
1273 includes an officer or employee of a corporation; a member, a
1274 manager, or an employee of a limited liability company; and a
1275 member or an employee of a partnership who, as officer,
1276 employee, member, or manager, acts on behalf of the business

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1277 entity with whom they are associated or an affiliate of that
1278 business entity. The term does not include a governmental
1279 entity.

1280 Section 19. Subsection (14) is added to section 163.31801,
1281 Florida Statutes, to read:

1282 163.31801 Impact fees; short title; intent; minimum
1283 requirements; audits; challenges.—

1284 (14) A local government may adopt by ordinance or a special
1285 district may adopt by resolution an impact fee that is charged
1286 to a developer when residents are displaced from their homes due
1287 to gentrification by the developer. The revenue generated from
1288 the impact fee must be used for affordable housing in the
1289 county, municipality, or special district that adopted such
1290 impact fee.

1291 Section 20. Section 166.0452, Florida Statutes, is created
1292 to read:

1293 166.0452 Community Land Bank Program.—

1294 (1) For purposes of this section, the term:

1295 (a) "Affordable" has the same meaning as in s. 420.0004.

1296 (b) "Community housing development organization" has the
1297 same meaning as in s. 420.503.

1298 (c) "Community land bank plan" or "plan" means a plan
1299 adopted by the governing body of a municipality to implement a
1300 community land bank program.

1301 (d) "Community land bank program" or "program" means the
1302 program created by a governing body of a municipality under this
1303 section.

1304 (e) "Land bank" means an entity established or approved by
1305 the governing body of a municipality for the purpose of

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1306 acquiring, holding, and transferring unimproved real property
1307 under this section.

1308 (f) "Low-income household" has the same meaning as in s.
1309 420.9071.

1310 (g) "Qualified organization" means a community housing
1311 development organization that meets all of the following
1312 criteria:

1313 1. Contains within its designated geographical boundaries
1314 of operation, as set forth in its application for certification
1315 filed with and approved by the municipality, a portion of the
1316 property that a land bank is offering for sale.

1317 2. Has built at least three single-family homes or duplexes
1318 or one multifamily residential dwelling of four or more housing
1319 units in compliance with all applicable building codes within
1320 the preceding 2-year period and within its designated
1321 geographical boundaries of operation.

1322 3. Has developed or rehabilitated housing units within the
1323 preceding 3-year period that are within a 2-mile radius of the
1324 property that a land bank is offering for sale.

1325 (h) "Qualified participating developer" means a developer
1326 that meets all of the following criteria:

1327 1. Has developed three or more housing units within the 3-
1328 year period preceding its submission of a proposal to the land
1329 bank seeking to acquire real property from a land bank.

1330 2. Has a development plan approved by the governing body of
1331 the municipality for the property acquired from a land bank.

1332 3. Any other requirements adopted by the governing body of
1333 the municipality in its community land bank plan.

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1335 The term includes a qualified organization.

1336 (i) "Very-low-income household" has the same meaning as in
1337 s. 420.9071.

1338 (2) The governing body of a municipality may create a
1339 community land bank program in which the person charged with
1340 selling real property pursuant to a foreclosure judgment may
1341 sell certain eligible real property by private sale for purposes
1342 of affordable housing developments. The governing body of a
1343 municipality that adopts a community land bank program shall
1344 establish or approve a land bank for the purpose of acquiring,
1345 holding, and transferring unimproved real property under this
1346 section.

1347 (3) (a) The governing body of a municipality that creates a
1348 community land bank program shall operate the program in
1349 conformance with a community land bank plan that the
1350 municipality adopts annually. The plan may be amended as needed.

1351 (b) In developing the plan, the governing body of a
1352 municipality shall consider other housing plans adopted by the
1353 governing body, including the comprehensive plan submitted to
1354 the United States Department of Housing and Urban Development
1355 and all fair housing plans and policies adopted or agreed to by
1356 the governing body.

1357 (c) The plan must include, at a minimum, all of the
1358 following:

1359 1. A list of community housing development organizations
1360 eligible to participate in the right of first refusal under
1361 subsection (6). The plan must also include the time period
1362 during which the right of first refusal may be exercised, which
1363 time period must be at least 9 months but not more than 26

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1364 months after the date of the deed of conveyance of the property
1365 to the land bank.

1366 2. A right of first refusal for any other nonprofit
1367 corporation exempted from federal income tax under s. 501(c)(3)
1368 of the United States Internal Revenue Code if the preeminent
1369 right of first refusal is provided to qualified organizations as
1370 provided in subsection (6).

1371 3. A list of the parcels of real property that may be
1372 eligible for sale to the land bank during the next year.

1373 4. The municipality's plan for the development of
1374 affordable housing on those parcels of real property.

1375 5. The sources and amounts of money the municipality
1376 anticipates to be available for subsidies for the development of
1377 affordable housing in the municipality, including any money
1378 specifically available for housing developed under the program,
1379 as approved by the governing body of the municipality at the
1380 time the plan is adopted.

1381 6. The amount of additional time, if any, that a property
1382 may be held in the land bank once an offer has been received
1383 from a qualified participating developer and accepted by the
1384 land bank.

1385 (4) (a) Before the adoption of a plan, the governing body of
1386 a municipality must hold a public hearing on the proposed plan.

1387 (b) The city manager or his or her designee must provide
1388 notice of the public hearing to all community housing
1389 development organizations and to the neighborhood associations
1390 identified by the governing body of the municipality as serving
1391 the neighborhoods in which properties anticipated to be
1392 available for sale to the land bank under this section are

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1393 located.

1394 (c) The city manager or his or her designee must make
1395 copies of the proposed plan available to the public at least 60
1396 days before the date of the public hearing.

1397 (5) (a) Except as provided in paragraph (f), property that
1398 is ordered sold pursuant to a foreclosure judgment may be sold
1399 in a private sale to a land bank by the person charged with the
1400 sale of the property without first offering the property for
1401 sale as otherwise provided in chapter 45 if all of the following
1402 apply:

1403 1. The market value of the property as specified in the
1404 judgment of foreclosure is less than the total amount due under
1405 the judgment, including all taxes, penalties, and interest, plus
1406 the value of nontax liens held by a taxing unit and awarded by
1407 the judgment, court costs, and the cost of the sale.

1408 2. The property is not improved with a building or
1409 buildings.

1410 3. There are delinquent taxes on the property for a total
1411 of at least 5 years.

1412 4. The governing body of the municipality has executed an
1413 interlocal agreement with the other taxing units that are
1414 parties to the foreclosure proceeding which enables those taxing
1415 units to agree to participate in the program while retaining the
1416 right to withhold consent to the sale of the specific properties
1417 to the land bank.

1418 (b) A sale of property for use in connection with the
1419 program is a sale for a public purpose.

1420 (c) If the person being sued in a foreclosure proceeding
1421 does not contest the market value of the property in the

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1422 proceeding, the person waives the right to challenge the amount
1423 of the market value determined by the court for purposes of the
1424 sale of the property under s. 45.031.

1425 (d) For any sale of property under this section, the person
1426 charged with the sale of the property must provide each person
1427 who was a defendant to the judgment, or that person's attorney,
1428 written notice at least 90 days before the date of the proposed
1429 sale of the property. Such notice must be given in accordance
1430 with the Florida Rules of Civil Procedure.

1431 (e) After receipt of the notice required under paragraph
1432 (d) and before the date of the proposed sale, the owner of the
1433 property subject to the sale may file with the person charged
1434 with the sale a written request that the property not be sold in
1435 the manner provided under this section.

1436 (f) If the person charged with the sale receives a written
1437 request as provided in paragraph (e), the person must sell the
1438 property as otherwise provided in chapter 45.

1439 (g) The owner of the property subject to the sale may not
1440 receive any proceeds of a sale under this section and does not
1441 have any personal liability for a deficiency of the judgment as
1442 a result of a sale under this section.

1443 (h) If consent is given by the taxing units that are a
1444 party to the judgment, property may be sold to a land bank for
1445 less than the market value of the property as specified in the
1446 judgment or less than the total of all taxes, penalties, and
1447 interest, plus the value of nontax liens held by a taxing unit
1448 and awarded by the judgment, court costs, and the cost of the
1449 sale.

1450 (i) The deed of conveyance of the property sold to a land

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1451 bank under this section conveys to the land bank the right,
1452 title, and interest in the property acquired or held by each
1453 taxing unit that was a party to the judgment, subject to the
1454 right of redemption.

1455 (6) After receiving the deed of conveyance of the property,
1456 a land bank must first offer the property for sale to qualified
1457 organizations.

1458 (a) A land bank must provide notice to qualified
1459 organizations by certified mail, return receipt requested, at
1460 least 60 days before the beginning of the time period in which a
1461 right of first refusal may be exercised according to a
1462 municipality's community land bank plan.

1463 (b) If a land bank conveys the property to a qualified
1464 organization before the expiration of the time period specified
1465 by the community land bank plan, the interlocal agreement
1466 executed under subparagraph (5)(a)4. must provide tax abatement
1467 for the property until the expiration of the time period.

1468 (c) During the right of first refusal time period, a land
1469 bank may not sell the property to a qualified participating
1470 developer other than a qualified organization. If all qualified
1471 organizations notify the land bank that they are declining to
1472 exercise their right of first refusal during the applicable time
1473 period, the land bank may sell the property to any other
1474 qualified participating developer at the same price that the
1475 land bank offered the property to the qualified organizations.

1476 (d) If more than one qualified organization expresses an
1477 interest in exercising its right of first refusal, the
1478 organization that has the most geographically compact area
1479 encompassing a portion of the property as designated in its

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1480 application for certification is given priority.

1481 (e) A land bank is not required to provide a right of first
1482 refusal to qualified organizations under this section if the
1483 land bank is selling property that reverted to the land bank as
1484 provided under subsection (7).

1485 (7) Each subsequent resale of property acquired by a land
1486 bank under this section must comply with the conditions of this
1487 subsection.

1488 (a) A land bank must sell a property to a qualified
1489 participating developer within 3 years after receiving the deed
1490 of conveyance of the property for the purpose of construction of
1491 affordable housing for sale or rent to low-income households or
1492 very-low-income households. If the land bank has not sold the
1493 property within those 3 years, the property must be transferred
1494 from the land bank back to the taxing units that were parties to
1495 the foreclosure judgment for disposition as otherwise allowed
1496 under law.

1497 (b) The number of properties acquired by a qualified
1498 participating developer under this section on which development
1499 has not been completed may not at any time exceed three times
1500 the annual average residential production completed by the
1501 qualified participating developer during the preceding 2-year
1502 period, as determined by the governing body of the municipality.
1503 In its community land bank plan, the governing body of the
1504 municipality may increase the number of properties a qualified
1505 participating developer may acquire.

1506 (c) The deed conveying a property sold by a land bank must
1507 include a right of reverter so that, if the qualified
1508 participating developer does not apply for a construction permit

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1509 and close on any construction financing within 2 years after the
1510 date of the conveyance of the property from the land bank to the
1511 qualified participating developer, the property reverts to the
1512 land bank for subsequent resale to another qualified
1513 participating developer or conveyance to the taxing units as
1514 required under paragraph (a).

1515 (d) The proceeds from sales under this section must be
1516 reinvested in the community land bank program.

1517 (8) (a) A land bank must impose deed restrictions on
1518 property sold to qualified participating developers requiring
1519 the development and sale or rental of the property to low-income
1520 households and very-low-income households.

1521 (b) At least 25 percent of a land bank's properties sold
1522 during any given fiscal year to be developed for sale must be
1523 deed restricted for sale to households whose total annual
1524 household income does not exceed 60 percent of the area median
1525 income, adjusted for household size, for the metropolitan
1526 statistical area in which the municipality is located, as
1527 determined annually by the United States Department of Housing
1528 and Urban Development.

1529 (c)1. If the property sold is to be developed for rental
1530 units, the deed restrictions must last for at least 20 years and
1531 prohibit the exclusion of a person or family from admission to
1532 the development based solely on the participation of the person
1533 or family in the Housing Choice Voucher Program under s. 8 of
1534 the United States Housing Act of 1937, as amended. Additionally,
1535 the deed restrictions must require:

1536 a. That 100 percent of the rental units be occupied by and
1537 affordable to households whose total annual household income

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1538 does not exceed 60 percent of the area median income, adjusted
1539 for household size, for the metropolitan statistical area in
1540 which the municipality is located, as determined annually by the
1541 United States Department of Housing and Urban Development;

1542 b. That 40 percent of the rental units be occupied by and
1543 affordable to households whose total annual household income
1544 does not exceed 50 percent of the area median income, adjusted
1545 for household size, for the metropolitan statistical area in
1546 which the municipality is located, as determined annually by the
1547 United States Department of Housing and Urban Development; or

1548 c. That 20 percent of the rental units be occupied by and
1549 affordable to households whose total annual household income
1550 does not exceed 30 percent of the area median income, adjusted
1551 for household size, for the metropolitan statistical area in
1552 which the municipality is located, as determined annually by the
1553 United States Department of Housing and Urban Development.

1554 2. The owner of a development with deed restrictions
1555 required under this paragraph must file an annual occupancy
1556 report with the municipality on a form adopted by the governing
1557 body of the municipality.

1558 (d) Except as otherwise provided in this section, if the
1559 deed restrictions imposed under this subsection are for a number
1560 of years, the deed restrictions must renew automatically.

1561 (e) A land bank or the governing body of a municipality may
1562 modify or add to the deed restrictions imposed under this
1563 subsection. Any modifications or additions made by the governing
1564 body of the municipality must be adopted by the governing body
1565 as part of its community land bank plan and must comply with the
1566 restrictions in this subsection.

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1567 (9) (a) A land bank must keep accurate minutes of its
1568 meetings and accurate records and books of account that conform
1569 with generally accepted principles of accounting and that
1570 clearly reflect the income and expenses of the land bank and all
1571 transactions in relation to its property.

1572 (b) A land bank must maintain in its records for inspection
1573 a copy of the sale settlement statement for each property sold
1574 by a qualified participating developer and a copy of the first
1575 page of the mortgage note with the interest rate and indicating
1576 the volume and page number of the instrument as filed with the
1577 county clerk.

1578 (c) Within 90 days after the close of its fiscal year, a
1579 land bank must file with the municipality an annual audited
1580 financial statement prepared by a certified public accountant.
1581 The financial transactions of the land bank are subject to audit
1582 by the municipality.

1583 (d) For purposes of evaluating the effectiveness of the
1584 program, a land bank must submit an annual performance report to
1585 the municipality by November 1 of each year in which the land
1586 bank acquires or sells property under this section. The
1587 performance report must include all of the following:

1588 1. A complete and detailed written accounting of all money
1589 and properties received and disbursed by the land bank during
1590 the preceding fiscal year.

1591 2. For each property acquired by the land bank during the
1592 preceding fiscal year:

1593 a. The street address of the property.

1594 b. The legal description of the property.

1595 c. The date on which the land bank took title to the

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1596 property.

1597 d. The full name and street address of the property owner
1598 of record at the time of the foreclosure proceeding.

1599 3. For each property sold by the land bank to a qualified
1600 participating developer during the preceding fiscal year:

1601 a. The street address of the property.

1602 b. The legal description of the property.

1603 c. The full name and mailing address of the developer.

1604 d. The purchase price paid by the developer.

1605 e. The maximum incomes allowed for the households by the
1606 terms of the sale.

1607 f. The source and amount of any public subsidy provided by
1608 the municipality to facilitate the sale or rental of the
1609 property to a household within the targeted income range.

1610 4. For each property sold by a qualified participating
1611 developer during the preceding fiscal year, the buyer's
1612 household income and a description of all use and sale
1613 restrictions.

1614 5. For each property developed for rental units with an
1615 active deed restriction, a copy of the most recent annual report
1616 filed by the owner of the land bank.

1617 (e) A land bank must provide copies of the performance
1618 report to the taxing units that were parties to the judgment of
1619 foreclosure and provide notice of the availability of the
1620 performance report for review to the organizations and
1621 neighborhood associations identified by the governing body of
1622 the municipality as serving the neighborhoods in which
1623 properties sold to the land bank under this section are located.

1624 (f) The land bank and municipality must maintain copies of

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1625 all performance reports and make such reports available for
1626 public review.

1627 (10) This section does not apply to property acquired
1628 through an eminent domain action.

1629 Section 21. Subsection (1) of section 196.061, Florida
1630 Statutes, is amended to read:

1631 196.061 Rental of homestead to constitute abandonment.—

1632 (1) (a) Except as provided in paragraph (b), the rental of
1633 all or substantially all of a dwelling previously claimed to be
1634 a homestead for tax purposes shall constitute the abandonment of
1635 such dwelling as a homestead, and the abandonment continues
1636 until the dwelling is physically occupied by the owner. However,
1637 such abandonment of the homestead after January 1 of any year
1638 does not affect the homestead exemption for tax purposes for
1639 that particular year unless the property is rented for more than
1640 30 days per calendar year for 2 consecutive years.

1641 (b) The rental of any portion of a dwelling previously
1642 claimed to be a homestead for tax purposes does not constitute
1643 abandonment if the owner resides on the property.

1644 Section 22. Section 201.025, Florida Statutes, is created
1645 to read:

1646 201.025 Tax on deeds relating to residential property
1647 purchased by private equity firms.—

1648 (1) When a deed, an instrument, or any other writing for a
1649 residential single-family dwelling, a manufactured home, or an
1650 apartment complex is granted, assigned, transferred, or
1651 otherwise conveyed to a purchaser that is a private equity firm
1652 or corporation that has at least \$20 million in assets, the tax
1653 is \$100 on each \$100 of the consideration.

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1654 (2) All documentary stamp tax revenues generated under this
1655 section must be deposited into the Florida Affordable Housing
1656 Trust Fund.

1657 (3) Taxes imposed by this section do not apply to an
1658 assignment, a deed, a transfer, a conveyance, or any other
1659 disposition that arises out of a transfer of real property if
1660 the purchaser is:

1661 (a) A nonprofit organization as defined in s. 201.02(6).

1662 (b) A government entity as defined in s. 768.295(2).

1663 (c) A person purchasing such real property pursuant to a
1664 government program to provide housing to low-income persons as
1665 defined in s. 420.0004(11).

1666 Section 23. Section 220.1851, Florida Statutes, is created
1667 to read:

1668 220.1851 Retail-to-residence tax credit.-

1669 (1) As used in this section, the term:

1670 (a) "Credit period" means the period of 5 years beginning
1671 with the year a project is completed.

1672 (b) "Designated project" means a qualified project
1673 designated pursuant to s. 420.50931 to receive the tax credit
1674 under this section.

1675 (c) "Qualified project" means a project to redevelop a
1676 structure that was originally developed as a shopping center to
1677 provide appropriate and affordable workforce housing.

1678 (d) "Shopping center" means an area designed to provide
1679 space for multiple storefronts within a single building or
1680 sharing a common parking lot.

1681 (2) (a) There shall be allowed a tax credit of up to 9
1682 percent, but no more than necessary to make the project

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1683 feasible, of the total cost of a designated project for each
1684 year of the credit period against any tax due for a taxable year
1685 under this chapter.

1686 (b) The tax credit shall be allocated among designated
1687 projects by the Florida Housing Finance Corporation as provided
1688 in s. 420.50931.

1689 (c) A tax credit allocated to a designated project may be
1690 subject to transfer by the recipient. Such transferred credits
1691 may not be transferred again. The department shall adopt rules
1692 necessary to administer this paragraph.

1693 Section 24. Section 420.50931, Florida Statutes, is created
1694 to read:

1695 420.50931 Retail-to-residence Tax Credit Program.—

1696 (1) There is created the Retail-to-residence Tax Credit
1697 Program for the purpose of redeveloping shopping centers into
1698 appropriate and affordable workforce housing.

1699 (2) The corporation shall determine those qualified
1700 projects, as defined in s. 220.1851(1), which shall be
1701 considered designated projects under s. 220.1851 and eligible
1702 for the corporate tax credit under that section. The corporation
1703 shall establish procedures necessary for proper allocation and
1704 distribution of tax credits, including the establishment of
1705 criteria for ensuring that the housing is appropriate and
1706 affordable for the workers of the state, and may exercise all
1707 powers necessary to administer the allocation of such credits.
1708 The board of directors of the corporation shall administer the
1709 allocation procedures and determine allocations on behalf of the
1710 corporation. The corporation shall prepare an annual plan, which
1711 must be approved by the Governor, containing general guidelines

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1712 for the allocation of tax credits to designated projects.

1713 (3) The corporation shall adopt allocation procedures to
1714 ensure that tax credits are used in a fair manner, taking into
1715 consideration the timeliness of the application, the location of
1716 the proposed project, the relative need in the area for
1717 appropriate and affordable workforce housing and the
1718 availability of such housing, the economic feasibility of the
1719 proposed project, and the ability of the applicant to complete
1720 the proposed project in the calendar year for which the tax
1721 credit is sought.

1722 (4) (a) A taxpayer who wishes to participate in the Retail-
1723 to-residence Tax Credit Program must submit an application for
1724 tax credit to the corporation. The application must identify the
1725 proposed project and the location of the proposed project and
1726 include evidence that the proposed project is a qualified
1727 project as defined in s. 220.1851(1). The corporation may
1728 request any information from an applicant necessary to enable
1729 the corporation to allocate tax credits pursuant to the
1730 procedures adopted under subsection (3).

1731 (b) The corporation's approval of an application for a
1732 project must be in writing and include a statement of the
1733 maximum tax credit that may be granted to the applicant.

1734 Section 25. Section 420.5098, Florida Statutes, is created
1735 to read:

1736 420.5098 Affordable Housing Construction Loan Program.—

1737 (1) The Affordable Housing Construction Loan Program is
1738 created to encourage the new construction of affordable homes
1739 for purchase by low-income to moderate-income homebuyers by
1740 providing a revolving line of construction funding.

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1741 (2) The corporation may provide loans under the program to
1742 applicants for construction of affordable housing. Applicants
1743 may draw from the loan up to five times per home. All homes must
1744 meet the requirements of the Florida Building Code or, if more
1745 stringent, local amendments to the Florida Building Code.

1746 (3) Qualified homebuyers of homes built under this program
1747 must be first-time homebuyers who earn no more than 120 percent
1748 of the area median income.

1749 (4) The corporation shall develop a loan application
1750 process for the program.

1751 (5) The corporation may adopt rules pursuant to ss.
1752 120.536(1) and 120.54 to implement this section.

1753 Section 26. This act shall take effect July 1, 2025.