

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u>    </u>	(Y/N)
ADOPTED AS AMENDED	<u>    </u>	(Y/N)
ADOPTED W/O OBJECTION	<u>    </u>	(Y/N)
FAILED TO ADOPT	<u>    </u>	(Y/N)
WITHDRAWN	<u>    </u>	(Y/N)
OTHER	<u>      </u>	

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1 Committee/Subcommittee hearing bill: Civil Justice & Claims  
2 Subcommittee

3 Representative offered the following:

4  
5 **Amendment**

6 Remove lines 20-224 and insert:

7 address any notices required under this part, including any  
8 notices that are required to be posted, to a tenant if the  
9 tenant has signed an addendum to the rental agreement  
10 specifically agreeing to the electronic delivery of notices and  
11 has provided a valid e-mail address to the landlord for such  
12 purpose.

13 (2) A notice delivered by email in accordance with this  
14 section is deemed delivered when sent, unless the e-mail is  
15 returned to the landlord as undeliverable.

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16           (3) The landlord must maintain a copy of any notice sent  
17 electronically and evidence of the transmission of the e-mail.

18           (4) This section does not preclude service of notices by  
19 any other means permitted by law.

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

23           83.49 Deposit money or advance rent; duty of landlord and  
24 tenant.—

25           (2) The landlord shall, in the lease agreement or within  
26 30 days after receipt of advance rent or a security deposit,  
27 give written notice to the tenant which includes disclosure of  
28 the advance rent or security deposit. Subsequent to providing  
29 such written notice, if the landlord changes the manner or  
30 location in which he or she is holding the advance rent or  
31 security deposit, he or she must notify the tenant within 30  
32 days after the change as provided in paragraphs (a)-(d). The  
33 landlord is not required to give new or additional notice solely  
34 because the depository has merged with another financial  
35 institution, changed its name, or transferred ownership to a  
36 different financial institution. This subsection does not apply  
37 to any landlord who rents fewer than five individual dwelling  
38 units. Failure to give this notice is not a defense to the  
39 payment of rent when due. The written notice must:

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

42 (d) Contain the following disclosure:  
43 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN  
44 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE  
45 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
46 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT  
47 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE  
48 LANDLORD MUST PROVIDE YOU WRITTEN ~~MAIL YOU~~ NOTICE IN PERSON, BY  
49 MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA  
50 STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S  
51 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT  
52 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN  
53 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE  
54 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING  
55 DEPOSIT, IF ANY.  
56 IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE  
57 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT  
58 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A  
59 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY  
60 LATER FILE A LAWSUIT CLAIMING A REFUND.  
61 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE  
62 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT  
63 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY  
64 THE LOSING PARTY.

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

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

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

86 This is a notice of my intention to impose a claim for  
87 damages in the amount of .... upon your security deposit, due to  
88 ..... It is sent to you as required by s. 83.49(3), Florida  
89 Statutes. You are hereby notified that you must object in

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90 writing to this deduction from your security deposit within 15  
91 days after ~~from~~ the time you receive this notice or I will be  
92 authorized to deduct my claim from your security deposit. Your  
93 objection must be sent to ... (landlord's address)....

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

99 (4) ~~The provisions of~~ This section does ~~de~~ not apply to  
100 transient rentals by hotels or motels as defined in chapter 509  
101 ~~or, nor do they apply~~ in those instances in which the amount of  
102 rent or deposit, or both, is regulated by law or by rules or  
103 regulations of a public body, including public housing  
104 authorities and federally administered or regulated housing  
105 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8  
106 of the National Housing Act, as amended, other than for rent  
107 stabilization. With the exception of subsections (3), (5), and  
108 (6), this section is not applicable to housing authorities or  
109 public housing agencies created pursuant to chapter 421 or other  
110 statutes.

111 (5) Except when otherwise provided by the terms of a  
112 written rental agreement ~~lease~~, any tenant who vacates or  
113 abandons the premises before ~~prior to~~ the expiration of the term  
114 specified in the rental agreement ~~written lease~~, or any tenant

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115 | who vacates or abandons premises which are the subject of a  
116 | tenancy from week to week, month to month, quarter to quarter,  
117 | or year to year, must ~~shall~~ give at least 7 days' written notice  
118 | by certified mail or personal delivery to the landlord before  
119 | ~~prior to~~ vacating or abandoning the premises which notice must  
120 | ~~shall~~ include the address where the tenant may be reached.  
121 | Failure to give such notice relieves ~~shall relieve~~ the landlord  
122 | of the notice requirement of paragraph (3) (a) but does ~~shall~~ not  
123 | waive any right the tenant may have to the security deposit or  
124 | any part of it.

125 |         (8) Any person licensed under ~~the provisions of~~ s.  
126 | 509.241, unless excluded by the provisions of this part, who  
127 | fails to comply with ~~the provisions of~~ this part is ~~shall be~~  
128 | subject to a fine or to the suspension or revocation of his or  
129 | her license by the Division of Hotels and Restaurants of the  
130 | Department of Business and Professional Regulation in the manner  
131 | provided in s. 509.261.

132 |         (9) In those cases in which interest is required to be  
133 | paid to the tenant, the landlord must ~~shall~~ pay directly to the  
134 | tenant, or credit against the current month's rent, the interest  
135 | due to the tenant at least once annually. However, a landlord is  
136 | not required to pay interest to ~~no interest shall be due~~ a  
137 | tenant who wrongfully terminates his or her tenancy before ~~prior~~  
138 | ~~to~~ the end of the rental term.

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139           **Section 3. Section 83.50, Florida Statutes, is amended to**  
140 **read:**

141           83.50 Disclosure of landlord's address.—In addition to any  
142 other disclosure required by law, the landlord, or a person  
143 authorized to enter into a rental agreement on the landlord's  
144 behalf, shall disclose in writing to the tenant, at or before  
145 the commencement of the tenancy, the name and address of the  
146 landlord or a person authorized to receive notices and demands  
147 in the landlord's behalf. The person so authorized to receive  
148 notices and demands retains authority until the tenant is  
149 notified otherwise. All notices of such names and addresses or  
150 changes thereto must ~~shall~~ be delivered to the tenant's  
151 residence or, if specified in writing by the tenant, to any  
152 other address, or such notices may be sent by e-mail in  
153 accordance with s. 83.505.

154           **Section 4. Paragraph (a) of subsection (2) of section**  
155 **83.51, Florida Statutes, is amended to read:**

156           83.51 Landlord's obligation to maintain premises.—

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

161           1. The extermination of rats, mice, roaches, ants, wood-  
162 destroying organisms, and bedbugs. If the tenant must vacate  
163 ~~When vacation of the premises is required~~ for such

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164 extermination, the landlord is not liable for damages but must  
165 ~~shall~~ abate the rent. The landlord must provide 7 days' written  
166 notice, in person, by mail, or by e-mail in accordance with s.  
167 83.505, to the tenant if the tenant must temporarily vacate the  
168 premises for a period of time not to exceed 4 days, on 7 days'  
169 ~~written notice, if necessary,~~ for extermination pursuant to this  
170 subparagraph. A tenant is only required to vacate the premises  
171 for a period of time not to exceed 4 days.

172 2. Locks and keys.

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

174 4. Garbage removal and outside receptacles therefor.

175 5. Functioning facilities for heat during winter, running  
176 water, and hot water.

177 **Section 5. Subsection (4) of section 83.56, Florida**  
178 **Statutes, is amended to read:**

179 83.56 Termination of rental agreement.—

180 (4) (a) The delivery of the written notices required by  
181 subsections (1), ~~(2), and (3)~~ shall be by mailing or delivery of  
182 a true copy thereof ~~or, if the tenant is absent from the~~  
183 ~~premises, by leaving a copy thereof at the residence.~~

184 (b) The delivery of the written notices required by  
185 subsections (2) and (3) shall be by mailing, delivering a true  
186 copy thereof, e-mailing in accordance with s. 83.505, or, if the  
187 tenant is absent from the premises, by leaving a copy thereof at  
188 the residence.

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189        (c) The notice requirements of subsections (1), (2), and  
190 (3) may not be waived in the rental agreement ~~lease~~.