

# FLORIDA HOUSE OF REPRESENTATIVES BILL ANALYSIS

*This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.*

**BILL #:** [CS/CS/HB 615](#)

**TITLE:** Electronic Delivery of Notices to Tenants

**SPONSOR(S):** Esposito

**COMPANION BILL:** [SB 1164](#) (Leek)

**LINKED BILLS:** None

**RELATED BILLS:** None

## Committee References

[Civil Justice & Claims](#)

12 Y, 4 N, As CS



[Housing, Agriculture & Tourism](#)

16 Y, 1 N, As CS



[Judiciary](#)

## SUMMARY

### **Effect of the Bill:**

CS/CS/HB 615 authorizes a landlord or tenant to deliver required notices to the other party electronically via e-mail if the parties agree in writing to such electronic delivery and provide a valid e-mail address for such purpose.

### **Fiscal or Economic Impact:**

The bill may have an indeterminate positive fiscal impact on.

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## ANALYSIS

### **EFFECT OF THE BILL:**

CS/CS/HB 615 authorizes a landlord or tenant to deliver any [notices required under Part II, of ch. 83, F.S.](#), relating to residential tenancies, to the other party electronically via e-mail if the parties agree in writing, in an addendum to the rental agreement, to electronic delivery of notices and have provided a valid e-mail address for such purpose. This newly-authorized method of delivery does not preclude delivery of notice by any other means permitted by law. (Section [1](#)).

The bill provides that any notice sent via e-mail is deemed delivered at the time the e-mail is sent, unless the sender receives notification that the e-mail was not successfully delivered. The bill requires the sender to retain a copy of any notice sent via e-mail and evidence of transmission of such e-mail. (Section [1](#)).

The bill makes other conforming and technical changes. (Sections [2](#), [3](#), [4](#), [5](#), and [6](#)).

The bill provides an effective date of July 1, 2025. (Section [7](#)).

### **FISCAL OR ECONOMIC IMPACT:**

#### PRIVATE SECTOR:

The bill may have an indeterminate positive fiscal impact on landlords and tenants to the extent that the newly-authorized method of delivering notice via e-mail reduces costs associated with methods of delivery of notice currently required, such as mail or certified mail.

## RELEVANT INFORMATION

### **SUBJECT OVERVIEW:**

[Landlord Notice to Tenants](#)

**STORAGE NAME:** h0615c.HAT

**DATE:** 3/19/2025

Current law prescribes several instances when a landlord or tenant must provide notice to the other party and the method of delivery the parties may use to affect such notice. Depending on the type of notice being delivered, the parties generally may deliver notice in person, by mail, by certified mail, or by leaving a physical copy of the notice at the tenant's residence.<sup>1</sup>

#### Notice Regarding Security Deposits and Advanced Rent

Upon entering a rental agreement, a tenant may provide a security deposit or advanced rent to his or her landlord. The landlord is then required to hold the tenant's security deposit or advanced rent in either a separate non-interest bearing or an interest-bearing account in a Florida financial institution for the benefit of the tenant; or to post a surety bond in the total amount of the deposit or advance rent that he or she holds on behalf of his or her tenant.<sup>2</sup> The landlord is required to provide notice to the tenant either in the rental agreement or within 30 days after receipt of such deposit or advance rent regarding how the landlord will hold the deposit or rent. Subsequent to providing such notice, the landlord is required to provide additional notice if he or she changes the manner or location in which he or she is holding the tenant's security deposit or advanced rent. Such notice must, among other things, be in writing and be given in person or mailed to the tenant.<sup>3</sup>

At the conclusion of the rental agreement, once the tenant has vacated the residence, the landlord must either:

- Return the security deposit with interest to the tenant within 15 days if he or she does not intend to impose a claim on the deposit; or
- Provide written notice to the tenant of his or her intention to impose a claim on the deposit and the reason for such within 30 days by certified mail to the tenant's last known mailing address.<sup>4</sup>

#### Fee in Lieu of a Security Deposit

If a rental agreement requires a security deposit, a landlord may allow a tenant to pay a fee in lieu of the security deposit. Alternatively, a landlord may allow a tenant to pay a security deposit in monthly installments in an amount agreed upon between the tenant and landlord.<sup>5</sup>

If a tenant agrees to pay a fee in lieu of the security deposit, the landlord must notify the tenant within 30 days after the conclusion of the tenancy if there are any costs or fees due from unpaid rent, fees, or other obligations under the rental agreement, including, but not limited to, costs required for repairing damage to the premises beyond normal wear and tear.<sup>6</sup>

#### Disclosure of the Landlord's Address

Section [83.50, F.S.](#), requires that a landlord disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands on the landlord's behalf. Such disclosure must be delivered either to the tenant's residence, or if specified in writing by the tenant, to another address.

#### Temporary Vacation of Premises for Extermination

Unless otherwise agreed in writing, a landlord of a dwelling unit, other than a single-family home or duplex, as part of his or her obligation to maintain the premises of such a dwelling, must make reasonable provisions for the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. Should the tenant need to vacate the premises for extermination, the landlord must provide written notice of such to the tenant seven days prior.<sup>7</sup>

#### Termination of Rental Agreement

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<sup>1</sup> Ss. [83.49](#), [83.491](#), [83.50](#), [83.51](#), [83.56](#), and [83.575, F.S.](#)

<sup>2</sup> S. [83.49\(1\), F.S.](#)

<sup>3</sup> S. [83.49\(2\), F.S.](#)

<sup>4</sup> S. [83.49\(3\)\(a\), F.S.](#)

<sup>5</sup> S. [83.491\(1\), F.S.](#)

<sup>6</sup> S. [83.491\(2\)\(a\), F.S.](#)

<sup>7</sup> S. [83.51\(2\)\(a\)1., F.S.](#)

A tenant is authorized to terminate a rental agreement if the tenant provides written notice to his or her landlord specifying noncompliance by the landlord in regards to the landlord's obligations to maintain the dwelling unit<sup>8</sup> and asserting his or her intent to terminate the agreement should the noncompliance not be remedied within seven days after receiving such notice.<sup>9</sup>

A landlord is authorized to terminate a rental agreement if the tenant materially fails to comply with his or her obligation to maintain the dwelling unit and the:

- Noncompliance is of a nature that the tenant should not be given an opportunity to cure it<sup>10</sup> or if the noncompliance constitutes a subsequent or continuing noncompliance and the landlord delivers written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement.
- Noncompliance is of a nature that the tenant should be given an opportunity to cure<sup>11</sup> and the landlord provides written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement if the tenant does not come into compliance within seven days of the notice.

The landlord is also authorized to terminate a rental agreement based on the tenant's failure to pay rent when due if the landlord has previously provided the tenant with a written demand for payment of rent within three days<sup>12</sup> and the tenant fails to comply with such demand.<sup>13</sup>

All such notices regarding the tenant or landlord's intention to terminate the rental agreement must be delivered by mail or by leaving a copy of the notice at the tenant's residence.<sup>14</sup>

If the landlord chooses to accept partial payment of rent after delivering the required notice to the tenant demanding payment, the landlord must:

- Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
- Place the amount of partial rent accepted from the tenant in the registry of the court upon filing an action for possession; or
- Provide a new three-day notice to the tenant reflecting the new amount due.<sup>15</sup>

#### Termination of Tenancy with Specific Duration

A rental agreement for a specific duration may contain a provision requiring the tenant to notify the landlord within a specified time period before vacating the premises at the end of the rental agreement if the agreement also requires the landlord to notify the tenant within such time period if the rental agreement will be renewed; however, a rental agreement may not require less than 30 days' notice or more than 60 days' notice from either the tenant or the landlord.<sup>16</sup>

Additionally, such a rental agreement may also contain a provision making the tenant liable for liquidated damages if the tenant fails to give the required notice before vacating the premises at the end of the rental agreement if the landlord provided written notice specifying the tenant's notice obligations, the end date of the rental agreement, and a list of all fees, penalties, and other charges applicable to the tenant if he or she vacates the premises without

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<sup>8</sup> S. [83.51\(1\), F.S.](#)

<sup>9</sup> S. [83.56\(1\), F.S.](#)

<sup>10</sup> Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. S. [83.56\(2\)\(a\), F.S.](#)

<sup>11</sup> Examples of such noncompliance which the tenant should be given an opportunity to cure include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. S. [83.56\(2\)\(b\), F.S.](#)

<sup>12</sup> Excluding Saturdays, Sundays, and legal holidays. S. [83.56\(3\), F.S.](#)

<sup>13</sup> *Id.*

<sup>14</sup> S. [83.56\(4\), F.S.](#)

<sup>15</sup> S. [83.56\(5\), F.S.](#)

<sup>16</sup> S. [83.575\(1\), F.S.](#)

providing the required notice. The landlord must provide such notice to the tenant within 15 days prior to the start of the notification period contained in the rental agreement.<sup>17</sup>

## BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
<a href="#">Civil Justice &amp; Claims Subcommittee</a>	12 Y, 4 N, As CS	3/13/2025	Jones	Leshko
THE CHANGES ADOPTED BY THE COMMITTEE:	<ul style="list-style-type: none"> <li>Clarified that delivery of notice by e-mail is only available to a landlord providing notice to a tenant.</li> <li>Clarified that any notice required to be posted by a landlord may be delivered by e-mail in accord with <a href="#">s. 83.505, F.S.</a></li> </ul>			
<a href="#">Housing, Agriculture &amp; Tourism Subcommittee</a>	16 Y, 1 N, As CS	3/18/2025	Curtin	Rodriguez
THE CHANGES ADOPTED BY THE COMMITTEE:	<ul style="list-style-type: none"> <li>Allowed landlords and tenants to electronically deliver notices via e-mail if the parties agree in writing to electronic delivery.</li> </ul>			
<a href="#">Judiciary Committee</a>				

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**THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.**  
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<sup>17</sup> S. [83.575\(2\), F.S.](#)