

1 A bill to be entitled
 2 An act relating to electronic delivery of notices to
 3 tenants; creating s. 83.505, F.S.; authorizing a
 4 landlord to electronically deliver notices to a tenant
 5 if certain conditions are met; providing that a notice
 6 delivered by e-mail is deemed delivered at the time
 7 the e-mail is sent; providing an exception; requiring
 8 a landlord to maintain certain information; providing
 9 construction; amending ss. 83.49, 83.50, 83.51, 83.56,
 10 and 83.575, F.S.; conforming provisions to changes
 11 made by the act; making technical changes; providing
 12 an effective date.

13
 14 Be It Enacted by the Legislature of the State of Florida:

15
 16 **Section 1. Section 83.505, Florida Statutes, is created to**
 17 **read:**

18 83.505 Electronic delivery of notices.—

19 (1) A landlord may electronically deliver via an e-mail
 20 address any notices required under this part, including any
 21 notices that are required to be posted, to a tenant if the
 22 tenant has signed an addendum to the rental agreement
 23 specifically agreeing to the electronic delivery of notices and
 24 has provided a valid e-mail address to the landlord for such
 25 purpose.

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

29 (3) The landlord must maintain a copy of any notice sent
30 by e-mail and evidence of the transmission of the e-mail.

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

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

36 83.49 Deposit money or advance rent; duty of landlord and
37 tenant.—

38 (2) The landlord shall, in the lease agreement or within
39 30 days after receipt of advance rent or a security deposit,
40 give written notice to the tenant which includes disclosure of
41 the advance rent or security deposit. Subsequent to providing
42 such written notice, if the landlord changes the manner or
43 location in which he or she is holding the advance rent or
44 security deposit, he or she must notify the tenant within 30
45 days after the change as provided in paragraphs (a)-(d). The
46 landlord is not required to give new or additional notice solely
47 because the depository has merged with another financial
48 institution, changed its name, or transferred ownership to a
49 different financial institution. This subsection does not apply
50 to any landlord who rents fewer than five individual dwelling

51 units. Failure to give this notice is not a defense to the
 52 payment of rent when due. The written notice must:

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

55 (d) Contain the following disclosure:

56 YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN
 57 DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE
 58 LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU
 59 MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT
 60 THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE
 61 LANDLORD MUST PROVIDE YOU WRITTEN MAIL YOU NOTICE IN PERSON, BY
 62 MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA
 63 STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S
 64 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT
 65 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN
 66 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE
 67 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING
 68 DEPOSIT, IF ANY.

69 IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE
 70 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT
 71 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A
 72 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY
 73 LATER FILE A LAWSUIT CLAIMING A REFUND.
 74 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE
 75 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT

76 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY
 77 THE LOSING PARTY.

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

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

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

99 This is a notice of my intention to impose a claim for
 100 damages in the amount of upon your security deposit, due to

101 It is sent to you as required by s. 83.49(3), Florida
102 Statutes. You are hereby notified that you must object in
103 writing to this deduction from your security deposit within 15
104 days after ~~from~~ the time you receive this notice or I will be
105 authorized to deduct my claim from your security deposit. Your
106 objection must be sent to ...(landlord's address)....
107 If the landlord fails to give the required written notice within
108 the 30-day period, he or she forfeits the right to impose a
109 claim upon the security deposit and may not seek a setoff
110 against the deposit but may file an action for damages after
111 returning ~~return of~~ the security deposit to the tenant.

112 (4) ~~The provisions of~~ This section does ~~do~~ not apply to
113 transient rentals by hotels or motels as defined in chapter 509
114 ~~or, nor do they apply~~ in those instances in which the amount of
115 rent or deposit, or both, is regulated by law or by rules or
116 regulations of a public body, including public housing
117 authorities and federally administered or regulated housing
118 programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8
119 of the National Housing Act, as amended, other than for rent
120 stabilization. With the exception of subsections (3), (5), and
121 (6), this section is not applicable to housing authorities or
122 public housing agencies created pursuant to chapter 421 or other
123 statutes.

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

126 abandons the premises before ~~prior to~~ the expiration of the term
127 specified in the rental agreement ~~written lease~~, or any tenant
128 who vacates or abandons premises which are the subject of a
129 tenancy from week to week, month to month, quarter to quarter,
130 or year to year, must ~~shall~~ give at least 7 days' written notice
131 by certified mail or personal delivery to the landlord before
132 ~~prior to~~ vacating or abandoning the premises which notice must
133 ~~shall~~ include the address where the tenant may be reached.
134 Failure to give such notice relieves ~~shall relieve~~ the landlord
135 of the notice requirement of paragraph (3) (a) but does ~~shall~~ not
136 waive any right the tenant may have to the security deposit or
137 any part of it.

138 (8) Any person licensed under ~~the provisions of~~ s.
139 509.241, unless excluded by the provisions of this part, who
140 fails to comply with ~~the provisions of~~ this part is ~~shall be~~
141 subject to a fine or to the suspension or revocation of his or
142 her license by the Division of Hotels and Restaurants of the
143 Department of Business and Professional Regulation in the manner
144 provided in s. 509.261.

145 (9) In those cases in which interest is required to be
146 paid to the tenant, the landlord must ~~shall~~ pay directly to the
147 tenant, or credit against the current month's rent, the interest
148 due to the tenant at least once annually. However, a landlord is
149 not required to pay interest to ~~no interest shall be due a~~
150 tenant who wrongfully terminates his or her tenancy before ~~prior~~

151 ~~to~~ the end of the rental term.

152 **Section 3. Section 83.50, Florida Statutes, is amended to**
 153 **read:**

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

167 **Section 4. Paragraph (a) of subsection (2) of section**
 168 **83.51, Florida Statutes, is amended to read:**

169 83.51 Landlord's obligation to maintain premises.—
 170 (2) (a) Unless otherwise agreed in writing, in addition to
 171 the requirements of subsection (1), the landlord of a dwelling
 172 unit other than a single-family home or duplex shall, at all
 173 times during the tenancy, make reasonable provisions for:
 174 1. The extermination of rats, mice, roaches, ants, wood-
 175 destroying organisms, and bedbugs. If the tenant must vacate

176 ~~When vacation of the premises is required~~ for such
 177 extermination, the landlord is not liable for damages but must
 178 ~~shall~~ abate the rent. The landlord must provide 7 days' written
 179 notice, in person, by mail, or by e-mail in accordance with s.
 180 83.505, to the tenant if the tenant must temporarily vacate the
 181 ~~premises for a period of time not to exceed 4 days, on 7 days'~~
 182 ~~written notice, if necessary,~~ for extermination pursuant to this
 183 subparagraph. A tenant is only required to vacate the premises
 184 for a period of time not to exceed 4 days.

- 185 2. Locks and keys.
- 186 3. The clean and safe condition of common areas.
- 187 4. Garbage removal and outside receptacles therefor.
- 188 5. Functioning facilities for heat during winter, running
- 189 water, and hot water.

190 **Section 5. Subsection (4) of section 83.56, Florida**
 191 **Statutes, are amended to read:**

192 83.56 Termination of rental agreement.—

193 (4) (a) The delivery of the written notice ~~notices~~ required
 194 by subsection ~~subsections~~ (1), ~~(2), and (3)~~ shall be by mailing
 195 or delivering ~~delivery of~~ a true copy thereof.

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

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

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

205 83.575 Termination of tenancy with specific duration.—

206 (1) A rental agreement with a specific duration may
 207 contain a provision requiring the tenant to notify the landlord
 208 within a specified period before vacating the premises at the
 209 end of the rental agreement, if such provision also requires the
 210 landlord to notify the tenant in a manner prescribed by s.
 211 83.56(4) within such notice period if the rental agreement will
 212 not be renewed. ~~;~~ ~~however,~~ A rental agreement may not require
 213 less than 30 days' notice or more than 60 days' notice from
 214 either the tenant or the landlord.

215 (2) A rental agreement with a specific duration may
 216 provide that if a tenant fails to give the required notice
 217 before vacating the premises at the end of the rental agreement,
 218 the tenant may be liable for liquidated damages as specified in
 219 the rental agreement if the landlord provides written notice to
 220 the tenant specifying the tenant's obligations under the
 221 notification provision contained in the rental agreement ~~lease~~
 222 and the date the rental agreement is terminated. The landlord
 223 must provide such written notice to the tenant in a manner
 224 prescribed by s. 83.56(4) within 15 days before the start of the
 225 notification period contained in the rental agreement ~~lease~~. The

226 | written notice must ~~shall~~ list all fees, penalties, and other
227 | charges applicable to the tenant under this subsection.

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