



26 83.505 Electronic delivery of notices.—

27 (1) A landlord or tenant may electronically deliver via an  
 28 e-mail address any notices required under this part to the other  
 29 party if the parties have signed an addendum to the rental  
 30 agreement, in substantially the following form, specifically  
 31 agreeing to the electronic delivery of notices and providing a  
 32 valid e-mail address for such purpose:

33  
 34 Landlord election:

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

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

42  
 43 Tenant election:

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

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

50

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

56 (3) A party may update the e-mail address designated for  
57 electronic delivery at any time by providing written notice to  
58 the other party specifying the new e-mail address. The update  
59 takes effect upon delivery of the written notice to the other  
60 party.

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

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

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

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

72 83.49 Deposit money or advance rent; duty of landlord and  
73 tenant.—

74 (2) The landlord shall, in the lease agreement or within  
75 30 days after receipt of advance rent or a security deposit,

76 | give written notice to the tenant which includes disclosure of  
 77 | the advance rent or security deposit. Subsequent to providing  
 78 | such written notice, if the landlord changes the manner or  
 79 | location in which he or she is holding the advance rent or  
 80 | security deposit, he or she must notify the tenant within 30  
 81 | days after the change as provided in paragraphs (a)-(d). The  
 82 | landlord is not required to give new or additional notice solely  
 83 | because the depository has merged with another financial  
 84 | institution, changed its name, or transferred ownership to a  
 85 | different financial institution. This subsection does not apply  
 86 | to any landlord who rents fewer than five individual dwelling  
 87 | units. Failure to give this notice is not a defense to the  
 88 | payment of rent when due. The written notice must:

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

91 |       (d) Contain the following disclosure:

92 |  
 93 | YOUR RENTAL AGREEMENT ~~LEASE~~ REQUIRES PAYMENT OF CERTAIN  
 94 | DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE  
 95 | LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU  
 96 | MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT  
 97 | THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE  
 98 | LANDLORD MUST PROVIDE YOU WRITTEN MAIL-OR E-MAIL NOTICE IN PERSON, BY  
 99 | MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA  
 100 | STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S

101 INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT  
102 REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN  
103 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE  
104 LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING  
105 DEPOSIT, IF ANY.

106  
107 IF THE LANDLORD FAILS TO TIMELY PROVIDE ~~MAIL~~ YOU NOTICE, THE  
108 LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT  
109 AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A  
110 CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY  
111 LATER FILE A LAWSUIT CLAIMING A REFUND.

112  
113 YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE  
114 FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT  
115 IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY  
116 THE LOSING PARTY.

117  
118 THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83,  
119 FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND  
120 OBLIGATIONS.

121  
122 (3) The landlord or the landlord's agent may disburse  
123 advance rents from the deposit account to the landlord's benefit  
124 when the advance rental period commences and without notice to  
125 the tenant. For all other deposits:

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

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

150 If the landlord fails to give the required written notice within

151 the 30-day period, he or she forfeits the right to impose a  
152 claim upon the security deposit and may not seek a setoff  
153 against the deposit but may file an action for damages after  
154 returning ~~return of~~ the security deposit to the tenant.

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

167 (5) Except when otherwise provided by the terms of a  
168 written rental agreement ~~lease~~, any tenant who vacates or  
169 abandons the premises before ~~prior to~~ the expiration of the term  
170 specified in the rental agreement ~~written lease~~, or any tenant  
171 who vacates or abandons premises which are the subject of a  
172 tenancy from week to week, month to month, quarter to quarter,  
173 or year to year, must ~~shall~~ give at least 7 days' written notice  
174 by certified mail or personal delivery to the landlord before  
175 ~~prior to~~ vacating or abandoning the premises which notice must

176 ~~shall~~ include the address where the tenant may be reached.  
 177 Failure to give such notice relieves ~~shall relieve~~ the landlord  
 178 of the notice requirement of paragraph (3) (a) but does ~~shall~~ not  
 179 waive any right the tenant may have to the security deposit or  
 180 any part of it.

181 (8) Any person licensed under ~~the provisions of~~ s.  
 182 509.241, unless excluded by the provisions of this part, who  
 183 fails to comply with ~~the provisions of~~ this part is ~~shall be~~  
 184 subject to a fine or to the suspension or revocation of his or  
 185 her license by the Division of Hotels and Restaurants of the  
 186 Department of Business and Professional Regulation in the manner  
 187 provided in s. 509.261.

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

195 **Section 3. Section 83.50, Florida Statutes, is amended to**  
 196 **read:**

197 83.50 Disclosure of landlord's address.—In addition to any  
 198 other disclosure required by law, the landlord, or a person  
 199 authorized to enter into a rental agreement on the landlord's  
 200 behalf, shall disclose in writing to the tenant, at or before

201 the commencement of the tenancy, the name and address of the  
 202 landlord or a person authorized to receive notices and demands  
 203 in the landlord's behalf. The person so authorized to receive  
 204 notices and demands retains authority until the tenant is  
 205 notified otherwise. All notices of such names and addresses or  
 206 changes thereto must ~~shall~~ be delivered to the tenant's  
 207 residence or, if specified in writing by the tenant, to any  
 208 other address, or such notices may be sent by e-mail in  
 209 accordance with s. 83.505.

210 **Section 4. Paragraph (a) of subsection (2) of section**  
 211 **83.51, Florida Statutes, is amended to read:**

212 83.51 Landlord's obligation to maintain premises.—  
 213 (2) (a) Unless otherwise agreed in writing, in addition to  
 214 the requirements of subsection (1), the landlord of a dwelling  
 215 unit other than a single-family home or duplex shall, at all  
 216 times during the tenancy, make reasonable provisions for:  
 217 1. The extermination of rats, mice, roaches, ants, wood-  
 218 destroying organisms, and bedbugs. If the tenant must vacate  
 219 ~~When vacation of the premises is required~~ for such  
 220 extermination, the landlord is not liable for damages but must  
 221 ~~shall~~ abate the rent. The landlord must provide 7 days' written  
 222 notice, in person, by mail, or by e-mail in accordance with s.  
 223 83.505, to the tenant if the tenant must temporarily vacate the  
 224 ~~premises for a period of time not to exceed 4 days, on 7 days'~~  
 225 ~~written notice, if necessary,~~ for extermination pursuant to this

226 | subparagraph. A tenant is only required to vacate the premises  
 227 | for a period of time not to exceed 4 days.

- 228 | 2. Locks and keys.
- 229 | 3. The clean and safe condition of common areas.
- 230 | 4. Garbage removal and outside receptacles therefor.
- 231 | 5. Functioning facilities for heat during winter, running
- 232 | water, and hot water.

233 | **Section 5. Subsection (4) of section 83.56, Florida**  
 234 | **Statutes, is amended to read:**

235 | 83.56 Termination of rental agreement.—

236 | (4) The delivery of the written notices required by  
 237 | subsections (1), (2), and (3) shall be by mailing, delivering ~~or~~  
 238 | ~~delivery of~~ a true copy thereof, e-mailing in accordance with s.  
 239 | 83.505, or, if the tenant is absent from the premises, by  
 240 | leaving a copy thereof at the residence. The notice requirements  
 241 | of subsections (1), (2), and (3) may not be waived in the rental  
 242 | agreement lease.

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

245 | 83.575 Termination of tenancy with specific duration.—

246 | (1) A rental agreement with a specific duration may  
 247 | contain a provision requiring the tenant to notify the landlord  
 248 | within a specified period before vacating the premises at the  
 249 | end of the rental agreement, if such provision also requires the  
 250 | landlord to notify the tenant in a manner prescribed by s.

251 83.56(4) within such notice period if the rental agreement will  
252 not be renewed.~~;~~ ~~however,~~ A rental agreement may not require  
253 less than 30 days' notice or more than 60 days' notice from  
254 either the tenant or the landlord.

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

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